

**SPECIAL JOINT CITY
COUNCIL/ PLANNING
COMMISSION WORKSHOP**

**April 16, 2013
5:30 p.m.**



“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*

AGENDA

*The City Council may act on items listed on this agenda, or by consensus give direction for future action.
The Council may also add and take action on other items not listed on this agenda.*

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

I. Call to Order: Mayor Neil Johnson

II. Roll Call:

Elected Officials: Mayor Neil Johnson, Jr., Deputy Mayor Dan Swatman, Councilmember Mark Hamilton, Councilmember Donn Lewis, Councilmember Randy McKibbin, Councilmember Katrina Minton-Davis, Councilmember James Rackley, and Councilmember Tom Watson.

Planning Commissioners: Chairperson Grant Sulham, Commissioner David Baus, Commissioner Brad Doll, Commissioner Brandon Frederick, Commissioner Richards Rawlings, Commissioner Dennis Poulsen, and Commissioner Winona Jacobsen.

III. Agenda Items:

Pg. 3 A. **AB13-60** – Review and Amendments to the Planning Commission Work Plan.

**** End of Special Joint City Council/Planning Commission Meeting ****

Followed by Regular Council Workshop Items.

B. Council Open Discussion

Pg. 11 C. **Review of Council Minutes:** March 30, 2013 Council Retreat, April 2, 2013 Council Workshop, and April 9, 2013 Council Meeting.

Pg. 27 D. **Tabled from 4/9 for Discussion/Action: AB13-31 – Ordinance D13-31** – Boat Launch Fees.

Pg. 31 E. **Discussion/Action: AB13-45 – Resolution 2290** – Award the Fennel Creek Trail and 192nd Avenue Sidewalks Project Phase 2 Contract to Pivetta Brothers Construction, Inc.

Pg. 39 F. **Discussion/Action: AB13-46 – Resolution 2291** – Award the Professional Services Agreement with Bruce Dees & Associates for Construction Engineering Services for the Fennel Creek Trail and 192nd Avenue Sidewalks Project Phase 2.

Pg. 53 G. **Discussion/Action: AB13-47 – Resolution 2292** – Award the Local Agency Agreement with Parametrix for Construction Surveying Services for the Fennel Creek Trail and 192nd Avenue Sidewalks Project Phase 2.

Pg. 89 H. **Discussion: AB13-52 – Resolution 2295** – Conversion of Water Supply Purchase from Cascade Water Alliance to Tacoma Public Utility.

Pg. 107 I. **Discussion: AB13-61 – Resolution 2299** - Eastown Improvement Design Updates Contract with RH2.

J. **Discussion:** Council Retreat Follow-up Report from Retreat Facilitator Martha Bryan.

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

V. **Adjournment**

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

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

Department/Staff Contact: Community Development / Jason Sullivan - Senior Planner	Meeting/Workshop Date: 16 April 2013	Agenda Bill Number: AB13-60
Agenda Item Type: Discussion	Ordinance/Resolution Number:	Councilmember Sponsor:

Agenda Subject: Planning Commission Workplan

Full Title/Motion: n/a .

Administrative Recommendation:

Background Summary: Once a year the City Council and the Planning Commission are required to hold a joint meeting pursuant to BLMC 02.04.1040. Additionally, the City Council adopted Resolution Number 2089 which established a policy for the review and approval of the Planning Commission’s Workplan for the biennium. Therefore, the primary focus of the April 16, 2013 joint meeting will be to discuss the draft Workplan for the Planning Commission for the 2013 - 2014 Biennium.

In addition to the work plan, the Planning Commission has requested to discuss the process by which review of land use matters is completed by the Commission and the Community Development Committee: how are the roles and functions of these two bodies coordinated and delineated.

Attachments: Resolution 2089 and Draft Work Plan

BUDGET INFORMATION			
Budget Amount	Current Balance	Required Expenditure	Budget Balance
n/a			
Budget Explanation:			

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

COUNCIL ACTION	
Workshop Date(s):	Public Hearing Date(s):
Meeting Date(s):	Tabled to Date:

APPROVALS		
Director: JPV	Mayor:	Date Reviewed by City Attorney: (if applicable):

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RESOLUTION NO. 2089

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, UPDATING THE POLICY FOR ESTABLISHING AND MAINTAINING A WORKPLAN FOR THE PLANNING COMMISSION, AND ADOPTING A WORKPLAN FOR THE 2011-2012 BEINNIUM.

Whereas, the City Council by Resolution No. 1812 established an initial workplan and process for the Bonney Lake Planning Commission, and

Whereas, the City Council and Planning Commission met in joint session on November 18, 2010 to discuss the planning process and the proposed work plan for the next biennium; and

Whereas, the City Council desires to update the format and the workplan to facilitate the comprehensive planning and land use regulation of the City pursuant to RCW 35.63;

Now, therefore, be it resolved;

Section 1. Planning Commission Workplan – Formulation and Consideration. It is the intent of the City Council that the City Council and the Planning Commission conduct a joint meeting during either the last or first two months of the year/biennium to review and update a Planning Commission Workplan for the upcoming fiscal year or biennium. Said workplan shall take into account any statutory planning updates required by law, the priorities of the City Council, desires of the Planning Commission, available planning staff or consultant work hours, and the planning related projects or assignments contemplated by the Community Development Director or Mayor's Office.

Section 2. Adoption of Workplan. It is the goal of the City Council that the Planning Commission Workplan be adopted prior to the end of the fiscal year, but no later than March 1st of the new year. The Planning Commission Workplan for the new year/biennium shall be adopted by the City Council by either motion or resolution.

Section 3. Workplan Contents. The Planning Commission Workplan shall contain, at a minimum, the following elements:

- A. A description of the project or work element;
- B. An indication of the department(s) and/or staff who will take the lead in undertaking or managing the scope of work;
- C. A general time frame indicating when the work product is intended to be completed;
- D. A note indicating the origin of the work item, such as a legal requirement, request of Council, request of Mayor, request of Planning Commission, etc.

Section 4. Changes to the Workplan. As authorized by RCW 35A.63.020,

the Planning Commission may serve in an advisory capacity to the Mayor, the City Council, or both. Accordingly, the adopted Workplan may be amended by either motion of the City Council recorded in the minutes of the Council meeting, or by written request of the Mayor. No change in the Workplan shall be made official until the Planning Commission has had an opportunity to review and comment on the proposed change to the Workplan.

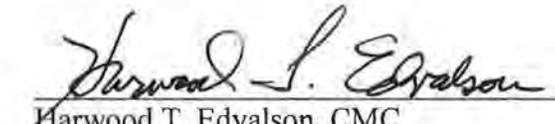
Section 5. 2011-2012 Biennial Workplan Adopted. The Planning Commission Workplan for the 2011-2012 biennium, attached hereto as Exhibit "A", is hereby adopted.

PASSED by the City Council this 14th day of December, 2010.

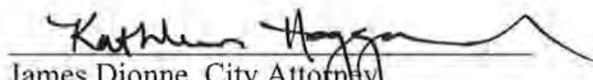


Mayor Neil Johnson, Jr.

ATTEST:


Harwood T. Edvalson, CMC
City Clerk

APPROVED AS TO FORM:


James Dionne, City Attorney

City of Bonney Lake 2011-2013 Planning Commission Workplan

	Description	Department	Tentative PC Review Completion Date	Note	Initiated By	Date Added
2011	Update Title 14	CD	1st Quarter	Modify the definition / procedures for updating the Development Code	Staff	5/25/2010
	Design Standards for Nightclubs	CD	1st Quarter	Addressing noise and acoustics between nightclubs and residential areas	CC	5/25/2010
	Noise Control Standards for New Construction or Redevelopment	CD	3rd Quarter	Develop standards and options for controlling noise in mixed use zones or on commercial/residential borders	CC	
	Incentives for Green building	CD	1st Quarter		CC	5/25/2010
	Update Title 18	CD	1st Quarter	Provisions for shared housing	CC	5/25/2010
	Adopt provisions for Stormwater Permits	PW / CD	3rd Quarter	Required to be consistent with State law	Staff	
	Adopt provisions for Civil Permits	CD	3rd Quarter	Administrative provisions for Civil Permits	Staff	
	Update Comp Plan Land Use Element to include CUGA subareas 1, 2, and 3		4th Quarter		Staff	5/25/2010
	Pre-zone CUGA subareas 1, 2, and 3		4th Quarter		Staff	5/25/2010
	Cultural Resources Plan	CD, CS, Exec	3rd-4th Quarter	Update Comp Plan with Cultural Resource Plan including Historically significant items	CC, Exec	5/25/2010
	Midtown Plan	CD	4th Quarter		CC	5/25/2010

Exhibit "A" to Resolution No. 2089

	Description	Department	Tentative PC Review Completion Date	Note	Initiated By	Date Added
2011	Year Three -Shoreline Master Plan Update	CD	6/30/12		Staff	5/12/2009
	Update Title 18	CD	2nd 4th Quarter	Use Matrix, allowed uses in C-2/C-3	CC	5/25/2010
	Update Transportation Plan	CD	4th Quarter	Update Transportation Plan / Transportation element of the Comprehensive Plan to be consistent with the Land Use element and certifiable by PSRC	Exec/PW	
	Complete update of Parks Element of Comprehensive Plan	CD, CS	3rd 4th Quarter	General update of Parks Element, revisit Moriarty Plan	Staff / Exec	5/25/2010
2012	Complete Shoreline Master Plan Update	CD	2nd Quarter		Staff	5/12/2009
	Update Economic Development Element of Comp Plan	CD	4th Quarter	Update with new Census population numbers	Staff / Exec	
	Begin work on 2014 major Comp Plan update	CD	4th Quarter 2014			
2013	Continue work on 2014 major Comp Plan update including update of Transportation Element	CD	4th Quarter 2014			

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

Department/Staff Contact: CD / Heather Stinson	Meeting/Workshop Date: 14 December 2010	Agenda Bill Number: AB10-190
Agenda Item Type: Resolution	Ordinance/Resolution Number: 2089	Councilmember Sponsor:

Agenda Subject: Updating the Planning Commission workplan process through Resolution and adopting the 2011-2013 Planning Commission workplan.

Full Title/Motion: A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Updating The Planning Commission Workplan Process And Adopting The 2011-2013 Planning Commission Workplan.

Administrative Recommendation: Approve as Written

Background Summary: In 2008 the City Council by Resolution No. 1812 established an initial workplan and process for the Bonney Lake Planning Commission. The City Council and Planning Commission met November 18, 2010 to discuss the planning process and the proposed work plan for the next biennium. The resolution updates the Workplan, including the process for developing, adopting, and amending it.

Attachments: Resolution 2089, draft 2011 - 2013 Planning Commission workplan

BUDGET INFORMATION

Budget Amount	Current Balance	Required Expenditure	Budget Balance
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Budget Explanation:

COMMITTEE, BOARD & COMMISSION REVIEW

Council Committee Review:	<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:	Consent		
	Agenda: <input type="checkbox"/> Yes <input type="checkbox"/> No		

Commission/Board Review:

Hearing Examiner Review:

COUNCIL ACTION

Workshop Date(s): 18 Nov 2010	Public Hearing Date(s):
Meeting Date(s):	Tabled to Date:

APPROVALS

Director:	Mayor:	Date Reviewed by City Attorney: (if applicable):
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City of Bonney Lake

DRAFT 2013 - 2014 Biennium Planning Commission Workplan DRAFT

	Description	Department	PC Review Completion Date	Note	Initiated By	Date Added	Date Completed
2013	Finalize SMP Update	CD	2013 Q2	The City was awarded a grant by DOE in 2008 to facilitate the required update to the City's 1975 SMP; work on the update began in 2009. While the update was supposed to be completed by 2011, the City has been able to extend the deadline until June 30, 2013. The delay has been caused by a number of issues which include the departure of the previous planning manager.	Staff	5/12/2009	
	Amend the City's Wetland Regulations	CD	2013 Q2	As part of the SMP, DOE is requiring that the wetland buffers be increased for wetlands associated with Lake Tapps and Fennel Creek downstream of Victor Falls in order to comply with current guidance. The City has two options to comply with DOE's requirement: (1) adopt separate wetland buffers for shoreline areas or (2) amend the CAO modifying buffers for wetlands throughout the City.	Staff	3/1/2013	
	Add "proposed UGA" to Zoning Map	CD	2013 Q4	City Administrator clarified that Falling Water needed to be added to the zoning map as well. The change as been made to the Future Land Use Map in 2012, but was not added to the Zoning Map	Exec	6/7/2011	
	New Landscaping Code	CD	2013 Q1	Update of Title 16.14 BLMC to enhance landscape buffering between incompatible uses.	PC	6/7/2011	4/9/2013
	Develop Joint Planning Agreement with Pierce County	CD	2013 Q3	This joint planning agreement is required by Pierce County for the areas within the CUGA.	Staff	1/16/2013	
	Modification Eastown Future Roads Map	CD/PW	2013 Q3	Requested by the Public Works Director	Staff	1/18/2013	
	20 year update to City of Bonney Lake Comprehensive Plan.	CD/PW	2015 Q1	This update involves reviewing and updating, as necessary, each element of the existing Comprehensive Plan. The update must be complete by June 30, 2015. During 2013, staff plans to complete the review of the Transportation, Economic Development, and Shoreline Elements. In 2014 the staff plans to complete a review of the Natural Environment (critical areas), Land Use, Housing, Community Character/Downtown, Midtown, and Eastown Elements. In 2015 the Utilities, Parks, Capital Facilities, and Cultural Resources Elements would be updated as necessary.	Staff	1/18/2013	
Modify R-2 to add Single Family as a Permitted Use	CD	2013 Q4	The R-2 is intended to be a higher density residential zone and has been applied to the CUGA proposed to be annexed into the City. However, the R-2 does not allow SFR which means upon annexation the entire area would be non-conforming.	Staff	4/8/2013		
2014	Add the parcels adjacent to 96th Avenue between 214th Ave. E and 223rd Ave. E; the parcels on the west side of 214th Ave. E. behind Home Depot, the Fennel Corridor (the area commonly referred to as the thumb), and Lakeridge Junior High as "proposed UGA" to Zoning Map and FLUM	CD	2014 Q3	The areas were once part of the BLUGA, but were moved in 2004 due to a hearings board decision and were never added back as proposed UGA with a preferred land use designation.	Staff	1/18/2013	
	Develop Joint Planning Agreement with Pierce County	CD	2014 Q3	This joint planning agreement is required by Pierce County for the areas within the Bonney Lake Urban Growth Area (BLUGA) and the City's proposed UGA. The agreement can be seen as a roadmap for annexation and collaborate planning for the areas until annexation.	Staff	1/16/2013	
	20 year update to City of Bonney Lake Comprehensive Plan.	CD/PW	2015 Q1	This updated involves reviewing and updating, as necessary each element of the existing 1995 Comprehensive Plan. The update must be complete by June 30, 2015. In 2014 the staff plans to complete a review of the Natural Environment (critical areas), Land Use, Housing, Community Character/Downtown, Midtown, and Eastown Elements. In 2015 the Utilities, Parks, Capital Facilities, and Cultural Resources Elements would be updated as necessary. The City will also need to complete the complete the SEPA work.	Staff	1/18/2013	

**CITY COUNCIL SPECIAL
MEETING/RETREAT**

**March 30, 2013
9:00 A.M.**

DRAFT MINUTES



"Where Dreams Can Soar"

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

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

Location: Hartstene Point Club House, 202 E Pointes Drive East, Shelton, Washington.

I. CALL TO ORDER – Mayor Neil Johnson, Jr. called the special meeting/retreat to order at 9:00 a.m.

II. ROLL CALL:

In attendance were Mayor Johnson, Deputy Mayor Dan Swatman, Councilmember Mark Hamilton, Councilmember Donn Lewis, Councilmember Randy McKibbin, Councilmember Katrina Minton-Davis, Councilmember Jim Rackley, and Councilmember Tom Watson.

Staff members in attendance were City Administrator Don Morrison and Administrative Services Director/City Clerk Harwood Edvalson. Also participating was Consultant/Facilitator Martha N. Bryan.

III. AGENDA ITEMS:

A. Expectations and Ground Rules:

Ms. Bryan led a discussion with the City Council to identify individual expectations of the retreat and establish group ground rules for discussion of the issues.

B. Policy Questions:

Council Standing Committee Structure and Economic Development. City Administrator Morrison presented background on the topic for the Council discussion. Ms. Bryan led the Council in a discussion regarding whether economic development policy and issues should be handled within the framework of the Council Committees and what that structure would look like.

At the conclusion of discussion, there was apparent consensus to add economic development as a task to the Community Development Committee (CDC) and to allow Councilmembers with specific interest in CDC tasks to substitute in and out of the committee meetings. To give the CDC time to address this new task, there was consensus to have the CDC and staff funnel more of the routine administrative issues to the Finance Committee for consideration.

Establishing a Legislative Agenda and the Need for a Lobbyist. Ms. Bryan invited City Administrator Morrison to frame the topic for Council discussion. The City Council discussed whether there was a need for a lobbyist to promote the interests of the City. The Council reached general agreement that the City needs to bring pressure on the County, State and Federal governments in favor of the City's interests and that the Mayor's Office should continue to be engaged in the promotion of Bonney Lake. The Council asked that Mayor Johnson analyze the City's staffing in this regard and make a proposal to Council for review and possible action in 2014.

Service Priorities and Assistance to Non-Profit Groups. The City Council discussed whether the City should be involved in supporting non-profit groups and to what extent City resources might be used to support the services these groups provide. There was general consensus from the Council to allow the Mayor's office to coordinate the City's dealings with non-profit groups and to bring issues to the Council's attention on an as-needed basis. However, as a general rule, the Council felt direct financial assistance would not be provided to community-based groups.

Sale of Real Property Surplus to City's Needs. Ms. Bryan led the City Council through a discussion regarding the potential sale of the City's 192nd Street property near Target which was originally purchased as a location for City Hall. At the conclusion of the discussion, Ms. Bryan helped the City Council reach a general consensus to allow the sale of the property. A majority also indicated the sale should not be for a price below the City's original expenditure for the property. The Council also indicated the proceeds of the sale should revert to the General Fund, at which time the Council would consider its allocation within the General Fund. Upon the sale of the property, there appeared to be general support for use of the money to cover the expenditures associated with moving additional staff into the Justice & Municipal Center.

The City Council also considered the sale of the City's parcel to the southeast of the Bonney Lake Library. City Administrator Morrison suggested this may be useful to assist the development of multi-family housing in the downtown area. Again, there was a general consensus to allow the administration to explore this sale and use of the property. Briefly discussed was the Reed property and how it may soon become surplus to the needs of the City's water utility. It was discussed how the proceeds of the future sale of the property would revert back to the City's utilities which funded the purchase.

Review and Update Various Council Vision Statements and Associated Goals. Ms. Bryan invited the Council to consider the Council's vision statements. These included an overall vision statement for the City, and individual vision statements for growth, economic development and public safety. After some discussion, the City Council concluded they were generally content with the direction of the vision statements. There was general consensus that they need to be updated and refined. The Council invited Councilmember Minton-Davis to work with City Administrator Morrison to tackle the proposed wording for a revised overall vision statement.

C. ADJOURNMENT:

At 2:10 p.m., the City Council concluded the special meeting/retreat by common consent.

Harwood Edvalson, MMC
City Clerk

Neil Johnson, Jr.
Mayor

There were no additional items presented to the Council at the March 30, 2013 Special Council meeting/retreat.

CITY COUNCIL WORKSHOP

**April 2 2013
5:30 P.M.**

DRAFT MINUTES



“Where Dreams Can Soar”

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

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

I. CALL TO ORDER –Mayor Neil Johnson, Jr. called the workshop to order at 5:34 p.m.

II. ROLL CALL:

Administrative Services Director/City Clerk Harwood Edvalson called the roll. Elected officials attending were Mayor Neil Johnson, Jr., Deputy Mayor Dan Swatman, Councilmember Randy McKibbin, Councilmember Mark Hamilton, Councilmember Katrina Minton-Davis, Councilmember Jim Rackley, Councilmember Donn Lewis, and Councilmember Tom Watson.

Staff members in attendance were City Administrator Don Morrison, Public Works Director Dan Grigsby, Community Development Director John Vodopich, Chief of Police Dana Powers, City Attorney Kathleen Haggard, Senior Planner Jason Sullivan, Facilities and Special Projects Manager Gary Leaf, Administrative Services Director/City Clerk Harwood Edvalson, and Administrative Specialist II Renee Cameron,

III. AGENDA ITEMS:

A. Council Open Discussion.

Gnome in Bonney Lake. Councilmember Watson said he had learned that gnomes are coming to our City parks and trails. Council were shown pictures proving the existence of “gnome homes” within City parks. Mayor Johnson encouraged getting kids involved by searching for the gnomes and welcome them to our community. Councilmember Watson said he hoped the gnomes’ existence within the City’s parks and trails may provide the opportunity for citizens to enjoy the City’s parks. He suggested that people notes for either the gnomes or others searching for them.

Absence from Dinner Retreat. Councilmember Rackley apologized for having to miss the dinner following the retreat on Saturday.

Road Hazard Concern. Councilmember Watson said one of his neighbors noticed that the roadbed was sinking on 183rd and he was concerned that they may be a leak there, but no leak was detected by Public Works. His neighbor updated him that he is concerned about damage that may occur to his or others vehicles from the sinkage of the road and he asked that the hole be filled to prevent any damage. Mayor Johnson asked that Public Works look at the site and determine whether fill needs to be added.

Fennel Creek Trail Groundbreaking Ceremony. Councilmember Hamilton asked about the parking situation for the groundbreaking ceremony that is scheduled for the Fennel Creek Trail on April 13th at 10:00 a.m. He also wanted to know if it would be considered a “Special Meeting” since most of the Council will be in attendance. City Administrator Morrison said Administrative Services Director/City Clerk Edvalson is having an agenda prepared for the Fennel Creek Trail “Safe Routes” Groundbreaking Ceremony. Councilmember Minton-Davis suggested they use the Senior Center bus to transport Council and staff to the groundbreaking to help with parking.

Senator Patty Murray's Office Meeting. Mayor Johnson said he had provided Councilmembers with his update from his meeting with Senator Patty Murray's office.

Council Committee / Board Meetings Secretary. Mayor Johnson advised the Council that the Community Development Department's Administrative Specialist II Debbie McDonald will be sitting in attendance at every Council Committee, Commission and Board meeting to take meeting notes.

B. Review of Council Minutes: March 19, 2013 Workshop and March 26, 2013 Council Meeting.

The March 19, 2013 Workshop, and March 26, 2013 Meeting minutes were forwarded to the April 9, 2013 Council Meeting for action, with no corrections.

C. Presentation: AB12-149 – Ordinance D12-149 – Landscaping Code

Senior Planner Jason Sullivan provided a brief summary of the agenda item which was recommended for approval by the Planning Commission. He said In June 2012, the Planning Commission held a public hearing and recommended that the City Council adopt Ordinance D12-149 which established a new Landscaping Code (Chapter 16.14 BLMC) enhancing the landscape buffering between incompatible uses. Following the action of the Planning Commission, the Ordinance was scheduled to be presented to the City Council at the November 6, 2012 City Council Work Session. The item was pulled from the agenda the day of the work session at the request of staff due to concerns regarding ambiguity. He said over the last 4 months, the Planning Commission have worked with staff to prepare this ordinance.

Councilmember Lewis said staff did a great job on this issue. Councilmember Watson asked whether staff discouraged the use of turf as a ground cover, and what staff would recommend instead. Senior Planner Sullivan said for landscaping islands more drought resistant plants should be used. He said using native ground cover can avoid a lot of issues.

This item was forwarded to the April 9, 2013 Council Meeting for action.

D. Presentation: AB13-40 – Ordinance D13-40 – Eastown Zoning

Senior Planner Jason Sullivan provided a brief summary of the agenda item which was recommended for approval by the Planning Commission. He said following the adoption of the 2012 Comprehensive Plan Amendments, the GIS Division began modifying the existing Future Land Use Map (FLUM) to reflect the modifications adopted by the City Council pursuant to Ordinance 1445. During the review of the revised FLUM, staff determined that when the City Council adopted the Eastown Subarea Plan and modified the Bonney Lake Municipal Code to delete the C2/C3 zone and add the Eastown zone, the City Council did not adopt an ordinance amending the land use designation on the FLUM to "Eastown" or change the zoning classification to "Eastown" on the Zoning Map. He said The Community Development Department has prepared an Ordinance that would officially amend the zoning map to change the zoning classification from C2/C3 to Eastown. He said staff will also prepare an ordinance to change the Land Use Map to reflect the change to Eastown, as part of the 2013 Comprehensive Plan Amendments.

Councilmember Lewis asked Senior Planner Sullivan to clarify that each parcel in Eastown will reflect this change in zoning. Senior Planner Sullivan confirmed it would. He explained that there was no ordinance that actually rezoned Eastown as this proposed ordinance does.

Councilmember Hamilton asked if the Eastown properties' current zoning has allowed them to

use the preexisting zoning that they have. Senior Planner Sullivan said staff have been applying this new zoning classification to the Eastown properties, so the zoning map reflects Eastown zoning and that is what has been being applied to these properties. This ordinance is a technical requirement to apply the zoning.

Councilmember Rackley asked if this technicality will affect the Eastown properties' taxes. City Attorney Haggard advised that it would not. She asked that the final ordinance reflect an effective date of five days after passage, approval and publication.

This item was forwarded to the April 9, 2013 Council Meeting for action, as amended by the City Attorney

E. Presentation: AB 13-41 – Ordinance D13-41 – Adoption of the Official Zoning Map

Senior Planner Sullivan provided a brief summary of the agenda item which was recommended for approval by the Planning Commission. He said this ordinance is an outgrowth of the work down on the Eastown Zoning Reclassification and he said that in order to find out what the official zoning map was the previously had to redraw the map. He said historically, zoning maps were paper documents prepared using ink, tape, and patterns. However, with the invention of geographic information system technology (GIS), zoning information is now stored in a digital electronic format that is not based on a single tangible document adopted by the City Council. The proposed ordinance would ensure that a true and correct copy of the official Zoning Map for the City can be easily identified without having to search through each of the individual ordinances that have amended the Zoning Map over time.

This item was forwarded to the April 9, 2013 Council Meeting for action.

F. Presentation: AB13-51 – Update regarding work on CUGA designations.

Senior Planner Sullivan provided a brief summary of the agenda item. He said the City has completed their application to the County to affiliate the County Urban Growth Area (CUGA) as part of the City of Bonney Lake Urban Growth Area (BLUGA) to allow it to be annexed. He said it cost the City approximately \$3,000 to file for the amendment. He said the City mailed approximately 2,500 notices to all properties within the area affected by the proposed Comprehensive Plan Amendment prior to submitting the application to the County. He said at the February 26, 2013 County Council meeting, the County Council voted to initiate the City's requested Comprehensive Plan Amendment. This decision means that the County staff will now begin the review of the amendment for compliance with the County's criteria to amend the County's Comprehensive Plan and complete a review of the amendment under the State Environmental Policy Act (SEPA). He said staff have talked with a number of individuals and homeowners associations affected by the proposed amendment and the possible annexation, and their biggest concerns were that the proposed amendment and/or the possible annexation would require them to hook up to sewers now, or that the City plans to form an Local Improvement District (LID) to assess each property owner for the construction of the sewer system. He said staff have been working to provide information to residents in the area in an effort to alleviate these concerns. He said he has also attending two homeowners' association meetings to answer any questions these property owners may have.

Senior Planner Sullivan said that as part of amendment process the City must also develop a joint planning agreement with the County to address transportation, infrastructure, and planning issues for the area to be included in the BLUGA which will be presented to the Community Development Committee some time in June. He said the County staff have indicated that its two main concerns with annexation are related to the how the mitigation agreement between the County and Tehaleh master planned community is impacted and ensuring that the conditions of approval established as part of the Plateau 465 zoning reclassification. He said he is working on addressing these concerns.

Senior Planner Sullivan said if the requested amendment is approved by the County, the City will be required to complete a door-to-door census of the area within 30 days of the annexation being approved by the voters and accepted by the City Council, and the City should expect the cost of the required census to be approximately \$30,000.

Senior Planner Sullivan said if the amendment is approved staff would recommend that an update be done to the City's 2008 annexation study, paying specific attention to the pavement mapping of the streets. He said this type of assessment will allow the City to determine how long the roads will last and the approximate cost the City can expect to incur to maintain the roads within the annexation area. The annexation study completed by AHBL in 2008 assigned either a "Good" or "Fair" condition to the roadways. This type of classification system does not provide quantitative information regarding the cost the City may incur if the area is annexed, and the City assumes responsibility for the road.

Councilmember Hamilton said as he remembers, one of the main stumbling blocks for Plateau 465 was the cost for mitigation, including County TIF, Parks, and Conservation Funds costs. He asked how the City will deal with the County and the money due the City. Senior Planner Sullivan said that would be the developer's responsibility due to their conditions of approval, however, the County will want to know how the City will deal with enforcement of the conditions of approval. Senior Planner Sullivan said all the details will be figured out through an Interlocal Agreement/Joint Planning Agreement between the City and the County. City Attorney Haggard said the Tehaleh project is vested like a subdivision, and payments are dependent on what the payments are for. If it is a payment toward roads that are located in the County, then those roads would always be in the County and those payments would not come to the City.

Councilmember Rackley asked about the status of annexing the Falling Waters and Prairie Ridge areas. City Administrator Morrison said there has not been any recent discussion. Senior Planner Sullivan said they have mentioned to the County that they would like to discuss all of those areas, however, the Joint Planning Agreement needs to get done first so the County can approve the amendment and then eventually work toward an agreement for the other areas.

Senior Planner Sullivan said the next step is to draft a Joint Planning Agreement and meet with the County. The item will then go to the Community Development Committee and then on to the full Council in hopes to have it wrapped up by June 2013.

G. Discussion: AB13-31 – Ordinance D13-31 – Boat Launch Fees.

Facilities and Special Projects Manager Gary Leaf said the Finance Committee asked to review and reconsider the City's boat launch fees at Allan Yorke Park. The proposed ordinance would increase fees by \$5.00 for residents and add a nonresident annual pass for \$200 a year. The nonresident annual pass is proposed as a pilot program.

Councilmember Rackley said he likes everything except the annual fee for non-residents. He said the City fees are only \$2.00 above what the County charges and he believes we will defeat the purpose of benefitting City residents. Deputy Mayor Swatman said he shares Councilmember Rackley's concerns. He said he was pushing for a higher amount for the non-resident pass, to limit use of the boat launch. He said City residents should get a benefit and saving \$100 is not a huge benefit. Councilmember Rackley said during the nice days in the summer the boat launch park is packed and if the City does this pilot programs for non-residents it will create more issues at the park.

Councilmember Minton-Davis asked how many passes we currently issued for City residents. Facilities and Special Projects Manager Leaf said he thought it was approximately 200 passes. Councilmember Hamilton said the Public Safety Committee looked at this issue and since it will be a test program he believes there will be a way to track the usage of the passes to see if it should continue. Councilmember Watson said the City needs to start somewhere and thinks this would be a good place to start.

Mayor Johnson asked how the passes are tracked and how many times the pass is used. Chief Financial Officer Juarez said the Finance Department has the means to track the usage.

This item was forwarded to the April 9, 2013 Council Meeting for action.

H. Discussion: AB13-53 – Ordinance D13-53 – Amending Section 2.08.010 of the Bonney Lake Municipal Code Relating to Appointive Officers.

I. Discussion: AB13-54 – Resolution 2296 – Establishing Policies Regarding the Recruitment and Selection of the Appointed Officers of the City.

Deputy Mayor Swatman said this proposed Ordinance and Resolution go together, and would authorize the City Council to establish policies and procedures for the recruitment of Appointive Officers of the City. He said the Administration has practiced what is being proposed for many years. However, when the Mayor proposes to promote an existing employee to an appointive position, and the Council concurs, the taxpayers, staff and potential applicants should be spared the expense of going through a recruitment. The resolution should be amended to reflect that. He said the proposed resolution is intended to implement Ordinance D13-53, which would authorize the City Council to establish policies and procedures for the recruitment of Appointive Officers of the City. He said it just makes sure that there is an open process. Councilmember Lewis said he noticed that this has not been reviewed since 1995 and he is glad to see these issues are being reviewed.

Mayor Johnson said the City's past recruitment process has been very stable but he doesn't think a unanimous vote is feasible and he thinks if there needs to be a vote it should be a majority vote and not unanimous. Councilmember Minton-Davis said she did not understand how the process would work if a recruitment is brought internally before it would be open to the public. She said if there is an internal qualified candidate that the Mayor has the right to do that, however, it will require Council approval. Councilmember Hamilton asked for clarification if Council does not choose an in-house candidate for approval do they have to provide an explanation for the decision. City Attorney Haggard said they do not. Deputy Mayor Swatman said as the author of the resolution, he is willing to change the language from unanimous to majority vote. Councilmember Hamilton said he believes it should be a majority vote and not unanimous, and understands the reasoning of the ordinance and resolution before the Council. Councilmember Minton-Davis said she doesn't understand the process for internal candidates to apply for an open

appointive officer position. Deputy Mayor Swatman said there would likely not be a big enough qualified pool for an appointive officer position within the current City employees. Councilmember Minton-Davis asked if the Council should interfere with the administrative process. Deputy Mayor Swatman said it is a public organization and he believes that everyone should be able to apply for the position, including the public and current employees. Mayor Johnson said he likes the purpose of the proposed ordinance and resolution. City Administrator Morrison said he personally went through a recruitment process at another city which cost that city over \$30,000, as well as the time that the applicants put into it, when the City already had a foregone conclusion of who they would hire. He said he hopes this ordinance and resolution would prevent that from occurring in Bonney Lake. Deputy Mayor Swatman and Councilmember Lewis spoke in favor of revising the language from “unanimous” to “majority.”

Ordinance D13-53 and Resolution 2295 were forwarded to the April 9, 2013 Council meeting for action, as amended.

IV. Executive Session: None

V. ADJOURNMENT:

At 6:30 p.m., Councilmember Rackley moved to adjourn the Council Workshop. Councilmember Lewis seconded the motion.

Motion to adjourn approved 7-0.

Harwood Edvalson, MMC
City Clerk

Neil Johnson, Jr.
Mayor

Items presented to Council for the April 2nd Workshop: *None*

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

CITY COUNCIL MEETING

April 9, 2013
7:00 P.M.

DRAFT MINUTES



"Where Dreams Can Soar"

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

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

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

I. CALL TO ORDER – Mayor Neil Johnson, Jr. called the meeting to order at 7:02 p.m.

- A. Flag Salute: Mayor Johnson led the audience in the Pledge of Allegiance.
- B. Roll Call: Administrative Services Director/City Clerk Harwood Edvalson called the roll. In addition to Mayor Johnson, elected officials attending were Deputy Mayor Dan Swatman, Councilmember Mark Hamilton, Councilmember Randy McKibbin, Councilmember Katrina Minton-Davis, Councilmember Jim Rackley, and Councilmember Tom Watson. Councilmember Donn Lewis was absent.

Councilmember Rackley moved to excuse Councilmember Lewis from the Meeting. Councilmember Watson seconded the motion.

Motion approved 6 – 0.

Staff members in attendance were City Administrator Don Morrison, Public Works Director Dan Grigsby, Community Development Director John Vodopich, Chief Financial Officer Al Juarez, Police Chief Dana Powers, Administrative Services Director/City Clerk Harwood Edvalson, City Attorney Kathleen Haggard, and Records & Information Specialist Susan Duis. Development Review Engineer Cole Elliot and Senior Planner Jason Sullivan were also in attendance.

C. Announcements, Appointments and Presentations:

- 1. Announcements:
 - a. Mayor Johnson said he received notification from the Arbor Day Foundation that the City of Bonney Lake was named "Tree City USA" again for 2012.
- 2. Appointments:
 - a. **AB13-58** – A Motion Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Confirming The Mayor's Reappointment of Park Board Member Todd Haueter (#7) And Appointment Of Park Board Member Scott Anderson (#6) With Terms Ending April 6, 2016.

Councilmember Rackley moved to approve motion AB13-58. Councilmember Watson seconded the motion.

Mayor Johnson said these appointments bring the Park Board to full membership. He said Darren Proctor is stepping down and thanked him for his service.

Motion approved 6 – 0.

- b. **AB13-59** – A Motion Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Confirming The Mayor’s Reappointment Of Planning Commissioners Dennis Poulsen (#6) and L. Winona Jacobsen (#7); Reappointment Of Design Commissioner Thomas Kennedy (#3); and Appointment Of Design Commissioner Darci McConnell (#4), With Terms Ending April 6, 2016.

**Councilmember Watson moved to approve motion AB13-59.
Councilmember Rackley seconded the motion.**

Mayor Johnson said this action fills all the current commission vacancies.

Motion approved 6 – 0.

3. Presentations:

- a. **Proclamation:** Care-A-Lot Day for Bonney Lake – April 12, 2013.

Mayor Johnson said this proclamation is different from most, and explained that it came from talking to a member of the community whose daughter suggested Bonney Lake change its name to “Care-A-Lot”. Mayor Johnson proclaimed Friday, April 12, 2013 as “Grace Colbeth Care-A-Lot Day” for Bonney Lake. He invited everyone to celebrate service and participation in the community. David Colbeth, Grace’s father, explained how Grace came up with the idea, and said he hoped it would foster youth participation in the community.

D. Agenda Modifications: None.

II. PUBLIC HEARINGS, CITIZEN COMMENTS & CORRESPONDENCE:

A. Public Hearings: None.

B. Citizen Comments:

James Kelly McClimans, Sr, 19025 68th St E, Bonney Lake, congratulated the City on the great Easter Egg Hunt event on March 30th. He spoke about the proposed Metropolitan Parks District (MPD) on the April ballot. He said he has spent a lot of time and energy on this issue, and is opposed to the MPD. He said he does not want the City to take any more tax dollars or property from citizens. He said in 2004, the City seized the ‘Moriarty Property’ for a parks addition. He said it is wrong for the City to take property, and asked if the City had paid off the \$5 million bill for this acquisition. He said it is difficult to find information to answer his questions. He asked the Council to consider taking action to suspend the taking of property for park purposes. He said the pro-MPD side has accused his group of being paranoid for suggesting that the MPD could use eminent domain. He said the Moriarty Property seizure shows a history of this happening.

Mayor Johnson asked Mr. McClimans to provide any questions he has to the City Clerk.

Shawnta Mulligan, 11329 177th Ave E, Bonney Lake, said the Council’s decisions to take the Moriarty Property were costly to citizens and have not benefited the people of Bonney Lake. She said the Justice & Municipal Center is another example, as the City

took out a \$10 million bond which has not benefited people. She said the Council is willing to take out bonds without public input, but goes to a special election for parks issues or a recreation center. She said she believes the City's priority on building trails is not in line with what people in the community want most – ballfields. She noted that a new MPD would still need to take out bonds to complete big-ticket projects. Ms. Mulligan also questioned whether the Council should serve as the initial MPD board. She said it could cause a conflict if someone had a complaint about eminent domain being used for parks, and their councilmember representative is also a MPD board member. She said when the MPD fails, she hopes the Council will look for alternative ways to fund City parks.

Teresa McClimans, Bonney Lake, asked to cede her time to Kelly McClimans. The Mayor and City Attorney discussed the Council rules regarding citizen comment periods and time allowances. The City Attorney noted that someone representing a group as the sole speaker can speak for up to 10 minutes, and the assumption in this case is that both Mr. McClimans and Ms. Mulligan, who are on the MPD 'Con' Committee, represent their group. Mayor Johnson said other attendees could not 'give' their time to another speaker to provide them more time to speak beyond the 5 minutes for individuals or 10 minutes for a group.

Dave Hobley, 11204 193rd Av E, Bonney Lake, read aloud a portion of the Revised Code of Washington (RCW) about people holding more than one commission or council position and the receipt of per diem pay. He said the Council could pass a resolution allowing them to receive per diem pay as both a councilmember and as a park commissioner. He urged the Council to make a motion prohibiting Councilmembers from receiving per diem payments for both positions. He said the Council should not be paid twice for the same job.

Councilmember Rackley said the Council has not raised its salary for many years. Mr. Hobley said the Council should prohibit this possibility, otherwise it would be a breach of trust with citizens. He said he believes this is the main reason the MPD came forward.

Dan Decker, 20407 70th St E, Bonney Lake, spoke against the installation of more traffic lights on SR410, which would cause traffic jams. He also spoke about the Moriarty Property. He said he spoke to the Council years ago when this property was available for \$800,000 but the Council and Mayor at the time did not take action. He said eventually, the City took the property from the Schuur Brothers which cost the City \$5 million. He asked the City Clerk to provide him with public records showing whether this debt had been paid off. He also spoke against the proposed MPD, and said it would hurt people who cannot afford it.

Fred Jacobsen, 9100 189th Ave Ct E, Bonney Lake, said Councilmembers receive a \$400 per month salary for all the work they do and time they spend. He said he wanted to put this fact on the record due to the statements by other speakers.

Shawn Hoey, Master Builders Association of Pierce County, spoke on behalf of the Master Builders Association of Pierce County. He said the MBA supports proposed Ordinances D12-149 (landscaping code) and D13-50 (Traffic Impact Fees). He said the MBA also appreciates the Council's work to pass temporary fee reduction ordinances. Councilmember Rackley thanked him for his positive comments.

Jim Bouchard, 20303 108th St Ct E, Bonney Lake, is the current Park Board Chair and thanked the Council for filling the Park Board appointments. He said the Board reviewed proposed Ordinance D13-31 for boat launch fees, and asked that this item be pulled from the Consent Agenda for discussion. He noted that the ordinance does not include language about fees for lost resident cards. Further, he said the Park Board feels the \$200 fee for a non-residents card is exorbitant.

Mr. Bouchard thanked Public Works Director Grigsby for speaking to the Board about work to improve parking and traffic flow at the boat launch and Allan Yorke Park. Mr. Bouchard invited all to attend the groundbreaking ceremony on April 13th for the Fennel Creek Trail “Safe Routes” project. He said the Park Board has urged the City to use its electronic reader board to remind citizens to vote in the April elections. Finally, he referred to the gnome ‘sightings’ at City parks and suggested the City set up a geocaching project around City parks as a community activity.

City Attorney Haggard said she had reviewed the proposed boat launch fee ordinance and recommended it be pulled from the agenda as the language regarding fees for lost cards needed to be revised.

C. Correspondence:

Mayor Johnson said he received letters from the State Auditor recognizing Accountant Terrina Marchant and Accounting Specialist Mona Musgrave for their work on the audit. He thanked staff for doing a great job.

III. COUNCIL COMMITTEE REPORTS

- A. Finance Committee: Deputy Mayor Swatman said the committee met at 5:30 p.m. earlier in the evening. They discussed personnel updates and hiring of a new Senior Accountant. He noted that in the Council Retreat, a decision was made to funnel more routine project items to the Finance Committee rather than sending them to the CDC. He said the Finance Committee reviewed a motion for a replacement sign at the GMG Plat; reviewed Accounts Receivables and collections; bond refinancing options; and the funding sources used for the Moriarty Property acquisition.
- B. Community Development Committee: Councilmember McKibbin said the committee met on April 2, 2013 and forwarded one item to the current agenda.
- C. Public Safety Committee: Councilmember Hamilton said the committee met on April 1, 2013. East Pierce Fire & Rescue Chief Jim McDonald provided a brief on the City’s sprinkler requirements. Councilmember Hamilton asked other Councilmembers to keep his Committee informed of issues related to sprinkler systems, as this is a public safety issue. Chief McDonald explained the upcoming election to annex the City of Milton into the EPFR district. EPFR is also still working on options to add address or identification markers for lakeshore homes to assist in emergency response on the lake. Police Chief Powers discussed water safety programs to the Committee, including April Pools Day on April 6th and upcoming ‘Splashtacular’ events on Lake Tapps in July and August.
- D. Other Reports:

Swimsafe: Mayor Johnson said a Swimsafe community meeting is scheduled on May 22,

2013 at 6:00 p.m. at North Tapps Middle School. He said the group is finalizing informational materials to provide to the public. He said the Police and Fire Departments are doing swim safety courses at area elementary schools during April and May. He said upgrades at Allan Yorke Park, including a safety phone and memorial, are being worked on now. He said students are working on a potential LED sign that will show the water temperature in Lake Tapps.

Community Updates: Councilmember Watson said he and Special Event Coordinator David Wells attended the Communities for Families meeting on April 4, 2013. Sumner Councilmember Nancy Dumas gave a presentation on a grant-funded transportation service available through June to seniors, disabled persons, and youth who qualify. He said a 'Project Homeless' event is scheduled on May 17th in Sumner, and a parenting workshop on April 20th. He said the Communities for Families 20th annual event went very well and they are asking for feedback from attendees.

Park Board: Councilmember Watson said he attended the Park Board meeting on April 9, 2013. Board members had concerns about changes to boat launch card fees. They received information on the Dike 13 improvements project at Allan Yorke Park, and the re-submitted bids for the Safe Routes Trail. The Board heard a presentation from Director Grigsby about strategies to improve traffic flow and parking at the park.

IV. CONSENT AGENDA:

- A. **Approval of Minutes:** March 19, 2013 Council Workshop and March 26, 2013 Council Meeting Minutes.
- B. **Approval of Accounts Payable and Utility Refund Checks/Vouchers:** ~~Accounts Payable checks/vouchers #65841 in the amount of \$978.00. Accounts Payable check/voucher #65842-65928 (including wire transfers #20130211, 20130315) in the amount of \$770,716.37. Accounts Payable checks/vouchers #65929-65931 in the amount of \$5,281.28 for accounts receivable deposit refunds. For a grand total of \$776,975.62. VOIDS: Check #65652—replaced with check #65930; Check #65257—replaced with check #65929; Check #65685—replaced with check #65841; Check #65255—replaced with check #65925. Moved to Full Council Issues, Item B.~~
- C. **Approval of Payroll:** Payroll for March 16th – 31st 2013 for checks #31021-31049 including Direct Deposits and Electronic Transfers in the amount of \$ 684,961.01.
- D. **AB12-149 – Ordinance 1454 [D12-149]** – An Ordinance Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Adopting New Landscaping Standards, Amending Bonney Lake Municipal Code Sections 18.33.040 And 18.39.040, Adding A New Section To Chapter 18.35 Of The Bonney Lake Municipal Code, And Repealing All Or Portions Of Ordinances 1171, 1230, 1348, And 1416
- E. ~~**AB13-31 – Ordinance D13-31** – An Ordinance Of The City Of Bonney Lake, Pierce County, Washington, Amending Chapter 12.12 Of The Bonney Lake Municipal Code And Corresponding Portions Of Ordinance Nos. 1338, 1232, 1037, 826, And 669 Relating To Boat Launch Fees. Moved to Full Council Issues, Item C.~~
- F. **AB13-40 – Ordinance 1455 [D13-40]** – An Ordinance Of The City Council Of The City Of Bonney Lake, Pierce County, Washington Changing The Zoning Classification Of Properties Within The Eastown Neighborhood.

- G. **AB13-41 – Ordinance 1456 [D13-41]** – An Ordinance Of The City Council Of The City Of Bonney Lake, Pierce County, Washington Adding A New Chapter To Title 18 Of The Bonney Lake Municipal Code Entitled “Map” Adopting The Official Zoning Map For The City Of Bonney Lake
- H. **AB13-53 – Ordinance 1458 [D13-53]** – An Ordinance Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Amending Section 2.08.010 Of The Bonney Lake Municipal Code Relating To Appointive Officers.
- I. **AB13-54 – Resolution 2296** – A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Establishing Policies Regarding The Recruitment And Selection Of The Appointed Officers Of The City.

Councilmember Watson asked that Item B. and E. be pulled to Full Council Issues.

Councilmember Rackley moved to approve the Consent Agenda as amended. Councilmember Watson seconded the motion.

**Consent Agenda approved
as amended 6 – 0.**

V. **FINANCE COMMITTEE ISSUES:** None.

VI. **COMMUNITY DEVELOPMENT ISSUES:**

- A. **AB13-50 – Ordinance 1457 [D13-50]** – An Ordinance Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Amending Chapter 19.04 Of The Bonney Lake Municipal Code And Ordinance Nos. 984, 1282, 1316, 1318, And 1424 Relating To Traffic Impact Fees.

Councilmember Rackley moved to approve Ordinance 1457. Councilmember Watson seconded the motion.

In response to a question from Councilmember Hamilton, Community Development Director Vodopich provided clarification on how the rate levels are determined. He also noted that rate reductions are currently in effect through August 2014. Councilmember Hamilton said he did not vote for reductions in the past, and does not support this ordinance.

Mayor Johnson said the previous fee reduction ordinances were reviewed by the Attorney’s office. City Attorney Haggard said while she did not personally review the ordinances, she assumed they went through her office and were reviewed for form and to ensure they are consistent with State law.

**Ordinance 1457 approved 4 – 2.
Deputy Mayor Swatman and
Councilmember Hamilton voted no.**

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

VIII. FULL COUNCIL ISSUES:

- A. **AB13-39 – Resolution 2286** – A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Awarding The Professional Services Agreement For The SR 410 Sidewalk Improvements From Angeline Bridge To 192nd Avenue East Project To Shea, Carr, Jewell Alliance.

Councilmember Watson moved to approve Resolution 2286. Councilmember Rackley seconded the motion.

Councilmember Watson said he not comfortable moving this project to the top of the priority list. He asked whether the City had considered adding a walking route on Sumner-Buckley Hwy / Veterans Memorial Hwy from 192nd St E to downtown. Mayor Johnson said the Council can re-prioritize projects based on its goals and objectives. He added that the route on Sumner-Buckley Hwy may be more difficult as right-of-way would need to be acquired to add sidewalks. Councilmember McKibbin suggested the Public Safety Committee discuss walking routes from Midtown to Downtown.

Public Works Director Grigsby explained that the City has received a \$450,000 grant from the Transportation Improvement Board, which requires a matching amount from the City. He said it is good to use this type of grant funding when it is available. He noted that the City's non-motorized transportation plan includes priorities for sidewalks such as this. Deputy Mayor Swatman said the City will not receive the grant funds unless they're used for this project and it is a good opportunity. He said he understands other councilmembers' concerns about moving other projects lower on the priority list, but now is a good time to get this project started.

**Resolution 2286 approved 6 – 1.
Councilmember Watson voted no.**

- B. **Approval of Accounts Payable and Utility Refund Checks/Vouchers:** Accounts Payable checks/vouchers #65841 in the amount of \$978.00. Accounts Payable check/voucher #65842-65928 (including wire transfers #20130211, 20130315) in the amount of \$770,716.37. Accounts Payable checks/vouchers #65929-65931 in the amount of \$5,281.28 for accounts receivable deposit refunds. For a grand total of \$776,975.62. VOIDS: Check #65652 – replaced with check #65930; Check #65257 – replaced with check #65929; Check #65685 – replaced with check #65841; Check #65255 – replaced with check #65925. *Moved from Consent Agenda Issues, Item B.*

Councilmember Watson said he had questions for staff on expenses related to the Justice & Municipal Center and repair costs. He also asked why the City is paying homeowner's association dues to the Victor Falls HOA. Mayor Johnson said staff are working with the original builder of the JMC building on remedies for some of the issues. Director Grigsby explained that the City owns property in the Victor Falls HOA, and the dues are used to maintain a gravel road to access the City's and other properties close to the Victor Falls Springs water source. He said the City pays its share, which is one tenth of the total maintenance costs, and he personally attends the regular HOA meetings.

Deputy Mayor Swatman moved to approve the Accounts Payable and Utility Refund Checks/Vouchers. Councilmember Watson seconded the motion.

Motion approved 6 – 0.

- C. **AB13-31 – Ordinance D13-31** – An Ordinance Of The City Of Bonney Lake, Pierce County, Washington, Amending Chapter 12.12 Of The Bonney Lake Municipal Code And Corresponding Portions Of Ordinance Nos. 1338, 1232, 1037, 826, And 669 Relating To Boat Launch Fees. *Moved from Consent Agenda Issues, Item E.*

Councilmember Rackley moved to table Ordinance D13-31 to the next Workshop. Councilmember Watson seconded the motion.

**Motion to table Ordinance
D13-31 approved 6 – 0.**

IX. EXECUTIVE SESSION:

Pursuant to RCW 42.30.110(1)(b), the Council adjourned to an Executive Session with the City Attorney at 8:20 p.m. for 20 minutes to discuss property acquisition. The Executive Session was extended for 5 minutes at 8:44 p.m. The Council returned to Chambers at 8:48 p.m. No action was taken.

X. ADJOURNMENT:

At 8:48 p.m., Councilmember Rackley moved to adjourn the Council Meeting. Councilmember Hamilton seconded the motion.

Motion to adjourn approved 6 – 0.

Harwood Edvalson, MMC
City Clerk

Neil Johnson, Jr.
Mayor

Items presented to Council at the April 9, 2013 Meeting: None.

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

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

Department/Staff Contact: Executive / Gary Leaf	Meeting/Workshop Date: 16 April 2013	Agenda Bill Number: AB13-31
Agenda Item Type: Motion	Ordinance/Resolution Number: D13-31	Councilmember Sponsor: Councilmember Hamilton

Agenda Subject: Boat Launch Fee Update

Full Title/Motion: An Ordinance Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Updating Boat Launch Fees.

Administrative Recommendation: Approve

Background Summary: The Park Board, Administration, Public Safety Committee, and Finance Committee would like to revisit Bonney Lake’s boat launch fees. This proposal includes a non-resident annual pass. Pierce County’s annual passes are \$75 for residents and \$150 for nonresidents. A non-resident annual pass is proposed at \$200 for a pilot program. The resident annual pass fee, currently \$25, is proposed to increase to \$30. Both of these fees will be revisited after the end of this summer's boating season. The current single launch fee is \$17 (\$8.50 each way), slightly higher than the \$15 single launch fee Pierce County charges at North Tapps Park. This fee will remain the same to keep it competitive and avoid creating an issue with the State, which provided a 1971 grant that paid for almost half of the land for Allan Yorke Park. This ordinance clarifies the \$100 administrative fee for a lost or stolen pass applies to both residents and nonresidents.

Attachments: Ordinance D13-31

BUDGET INFORMATION			
Budget Amount	Current Balance	Required Expenditure	Budget Balance
Budget Explanation: This will have minor positive impact on the GF revenue budget			

COMMITTEE, BOARD & COMMISSION REVIEW											
Council Committee Review:	Finance Committee Date: 12 March 2013	<i>Approvals:</i> Chair/Councilmember Dan Swatman Councilmember Mark Hamilton Councilmember Randy McKibbin	<table style="width: 100%; border: none;"> <tr> <td style="text-align: right;">Yes</td> <td style="text-align: left;">No</td> </tr> <tr> <td style="text-align: center;"><input checked="" type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td style="text-align: center;"><input checked="" type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td style="text-align: center;"><input checked="" type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> </table>	Yes	No	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
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	Forward to: 4/16/2013 Workshop	Consent Agenda: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No									
Commission/Board Review:											
Hearing Examiner Review:											

COUNCIL ACTION	
Workshop Date(s): 4/2/2013	Public Hearing Date(s):
Meeting Date(s): 4/16/2013	Tabled to Date:

APPROVALS		
Director:	Mayor:	Date Reviewed by City Attorney: 10 April 2013 (if applicable):

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ORDINANCE NO. D13-31

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AMENDING CHAPTER 12.12 OF THE BONNEY LAKE MUNICIPAL CODE AND CORRESPONDING PORTIONS OF ORDINANCE NOS. 1338, 1232, 1037, 826, AND 669 RELATING TO BOAT LAUNCH FEES.

WHEREAS, the Bonney Lake Park Board, the Public Safety Council Committee, and the Finance Council Committee have reviewed Chapter 12.12 of the Bonney Lake Municipal Code, and each recommends establishing an annual pass for nonresidents; and

WHEREAS, the City would like to increase the resident annual pass fee by \$5 to generate additional funds for water safety activities and enforcement; and

WHEREAS, the City desires the nonresident annual pass fee to provide a potential benefit to nonresident boat launch users;

NOW THEREFORE, the City Council of the City of Bonney Lake do ordain as follows:

Section 1. Bonney Lake Municipal Code Chapter 12.12.051 and portions of Ordinance Nos. 1338, 1232, 1037, 826, and 669 are hereby amended to read as follows:

12.12.051 Boat launch facilities – Fees established.

The following schedule of fees shall be charged by the city for use of the boat launch facilities:

- A. A resident boat launch admission card (“resident card”) shall be available at ~~Bonney Lake City Hall~~ the Justice & Municipal Center. The cost of the resident card shall be ~~\$25.00~~ 30.00 per watercraft per year. Residency will be verified through utility accounts information, current Washington State driver’s license or other acceptable proof of residency. The resident card shall not be transferable to other watercraft. Resident watercraft ownership must be verified by state license(s) if applicable, or some other acceptable proof of ownership. The resident card will expire on December 31st of each year.

The administrative fee for replacement of a card is \$100.00. No refunds will be given for lost, stolen, or unused cards.

- B. A fee of \$8.50, paid electronically, will be required, per launch or recovery, at the boat launch facilities for any watercraft not issued a valid resident boat launch admission card.

- C. A nonresident boat launch admission card (“nonresident card”) shall be available as a pilot program at the Justice & Municipal Center. The cost of the nonresident card shall be \$200.00 per watercraft per year. The nonresident card shall not be transferable to other watercraft. Watercraft ownership shall be verified by state license(s) if applicable, or some other acceptable proof of ownership. The nonresident card will expire on December 31st of each year. This pilot program shall be reviewed after the 2013 boating season to determine if it will continue or be revised.

The administrative fee for replacement of a card is \$100.00. No refunds will be given for lost, stolen, or unused cards.

- D. The city may temporarily close the boat launch facility without advance notice. No refunds will be given for the temporary or permanent closure of the boat launch facility.
- E. The mayor is authorized to promulgate policies and procedures necessary for the implementation of this section and the administration of the boat launch program. (Ord. 1338 § 1, 2009; 1232 § 1, 2007; Ord. 1037 § 1, 2004; Ord. 826 § 8, 1999; Ord. 669 § 1, 1993).

Section 2. This ordinance shall take effect thirty (30) days after its passage, approval, and publication as required by law.

PASSED by the City Council and approved by the Mayor this 16th day of April, 2013.

Neil Johnson, Mayor

ATTEST:

Harwood T. Edvalson, MMC, City Clerk

APPROVED AS TO FORM:

Kathleen Haggard, City Attorney

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

Department/Staff Contact: PW / John Woodcock	Meeting/Workshop Date: April 16, 2013	Agenda Bill Number: AB13-45									
Agenda Item Type: Resolution	Ordinance/Resolution Number: 2290	Councilmember Sponsor: Randy McKibbin									
Agenda Subject: Award the Fennel Creek Trail and 192 nd Avenue Sidewalks Project Phase 2 Contract to Pivetta Brothers Construction, Inc.											
Full Title/Motion: A Motion Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, To Award the Fennel Creek Trail and 192 nd Avenue Sidewalks Project Phase 2 Contract to Pivetta Brothers Construction, Inc.											
Administrative Recommendation:											
Background Summary: The City was awarded a Safe Routes to School Federal Grant for \$1,098,000 on June 1, 2007. Phase 1 comprised of sidewalk improvements along the 192 nd Avenue E corridor and several side streets. Phase 1 was designed in 2008 and constructed in the summer of 2010. Phase 2 is the trail portion of the program that will connect the Willowbrook subdivision community to the sidewalks completed in 2010 and ultimately to the schools (Victor Falls Elementary, Mountain View Junior High, and Bonney Lake High schools) on the east side of Fennel Creek.											
Attachments: Resolution 2290, Bid Tabulation, Contract, Map											
BUDGET INFORMATION											
Budget Amount \$1,030,000	Current Balance \$1,030,000	Required Expenditure \$888,752.00	Budget Balance \$141,248.00								
Budget Explanation: 302.000.005.594.76.63.10 Safe Routes Trail/Sidewalk Project Construction contract amount: \$771,220.00 + 10% Contingency \$77,122.00 + 5.2% Project Mgt. \$40,410.00 = Total \$888,752.00 Revenue: Parks – CIP											
COMMITTEE, BOARD & COMMISSION REVIEW											
Council Committee Review:	Council Workshop Date: April 16 th	<i>Approvals:</i> Chair/Councilmember Councilmember Councilmember	<table style="border: none;"> <tr> <td style="padding: 0 10px;">Yes</td> <td style="padding: 0 10px;">No</td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> </table>	Yes	No	<input type="checkbox"/>					
Yes	No										
<input type="checkbox"/>	<input type="checkbox"/>										
<input type="checkbox"/>	<input type="checkbox"/>										
<input type="checkbox"/>	<input type="checkbox"/>										
	Forward to:	Consent Agenda: <input type="checkbox"/> Yes <input type="checkbox"/> No									
Commission/Board Review:											
Hearing Examiner Review:											
COUNCIL ACTION											
Workshop Date(s): April 16, 2013		Public Hearing Date(s):									
Meeting Date(s):		Tabled to Date:									
APPROVALS											
Director: Dan Grigsby, P.E.	Mayor: Neil Johnson Jr.	Date Reviewed by City Attorney: (if applicable):									

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RESOLUTION NO. 2290

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AWARDED THE FENNEL CREEK TRAIL AND 192ND AVENUE SIDEWALKS PROJECT PHASE 2 TO PIVETTA BROTHERS CONSTRUCTION INC.

WHEREAS, the City of Bonney Lake desires to create opportunities for local children to walk to their local schools; and

WHEREAS, the City of Bonney Lake received a grant from WSDOT in June of 2007 to partially fund these improvements; and

WHEREAS, the City of Bonney Lake completed Phase 1 of this effort in the summer of 2010 which constructed sidewalks along 192nd Avenue East and several side streets; and

WHEREAS, the City advertised the Fennel Creek Trail and 192nd Avenue Sidewalks Project Phase 2 and opened bids on April 3, 2013 and has determined the lowest responsive bidder for this contract was received from Pivetta Brothers Construction, Inc.; and

NOW, THEREFORE, BE IT RESOLVED that the City of Bonney Lake Council does hereby authorize the Mayor to sign the attached contract with Pivetta Brothers Construction, Inc. in the amount of \$771,220.00 which includes tax.

BE IT FURTHER RESOLVED that the City of Bonney Lake Council does hereby authorize a 10% Construction Contingency (\$77,122.00) amount based on the contract bid amount as well as a 5% Construction Engineering (\$40,410.00) amount based on the contract bid.

PASSED by the City Council this 16th day of April, 2013.

Neil Johnson, Jr., Mayor

ATTEST:

Harwood T. Edvalson, CMC
City Clerk

APPROVED AS TO FORM:

Kathleen Haggard, City Attorney

City of Bonney Lake
Bid for: Fennel Creek Trail & 192nd Avenue Sidewalks Project -
Phase 2
Date: 4/3/2013 10:00 am

Name										Total Bid
		Proposal	Schedule of Prices	Bid Proposal Deposit	Non-Collusion Deposit	Bidder's Qualification Certificate	Bid Bond Form & Bid Bond	DBE Certificate	DBE Confirmation Document	
1	Pivetta Brothers Construction, Inc.	x	x	x	x	x	x	x	x	\$ 771,220.00
2	Boettcher & Sons, Inc.	x	x	x	x	x	x	x	x	\$ 771,347.51
3	Stan Palmer Construction, Inc.	x	x	x	x	x	x	x	x	\$ 777,298.00
4	WC & T, Inc.	x	x	x	x	x	x	x	x	\$ 784,306.96
5	Lloyd Enterprises, Inc.	x	x	x	x	x	x	x	x	\$ 895,211.85
6	W.S. Contractors, LLC	x	x	x	x	x	x	x	x	\$ 898,976.09
Staff Members Present										Engineer's Estimate
John Woodcock					Susan Duis					\$ 822,671.50
Carol Paul										

City of Bonney Lake
Bid for: Fennel Creek Trail & 192nd Avenue Sidewalks Project -
Phase 2
Date: 4/3/2013 10:00 am

Name		Requirements								Total Bid
		Proposal	Schedule of Prices	Bid Proposal Deposit	Non-Collusion Deposit	Bidder's Qualification Certificate	Bid Bond Form & Bid Bond	DBE Certificate	DBE Confirmation Document	
14										
15										
16										
17										
18										
19										
20										
21										
22										
23										
24										
25										
Staff Members Present										Engineer's Est.Range
John Woodcock										\$817,000-\$938,000
Carol Paul		Susan Duis								

CONTRACT

State of Washington)
) SS
County of Pierce)

THIS CONTRACT, made and entered into this 23rd day of April, in the year of 2013, by and between City of Bonney Lake, Washington, a municipal corporation, hereinafter designated as the "Owner," and Pivetta Brothers Construction, Inc. hereinafter designated as the "Contractor,"

WITNESSETH:

That WHEREAS the Owner has heretofore caused to be prepared certain plans and specifications described as the Fennel Creek Trail & 192nd Ave. Sidewalks-Phase 2 and (the Contractor did on the 3rd day of April, 2013, file with the Owner a proposal to construct said work and agreed to accept as payment therefore the sum fully stated and set forth in the proposal, and

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

IT IS THEREFORE AGREED, first, that a copy of said General Conditions and other Contract Documents filed with the Owner, as aforesaid, do, in all particulars, become a part of the Agreement and Contract by and between the parties hereto in all matters and things therein set forth and described; and further, that the Owner and the Contractor hereby accept and agree to the terms and conditions of said Contract Documents as filed as completely as if said terms and conditions and plans were herein set out in full.

IN FAITH WHEREOF, witness the hands and seals of both parties hereto on the day and year in this Agreement first above written.

Contractor Pivetta Brothers Construction, Inc.

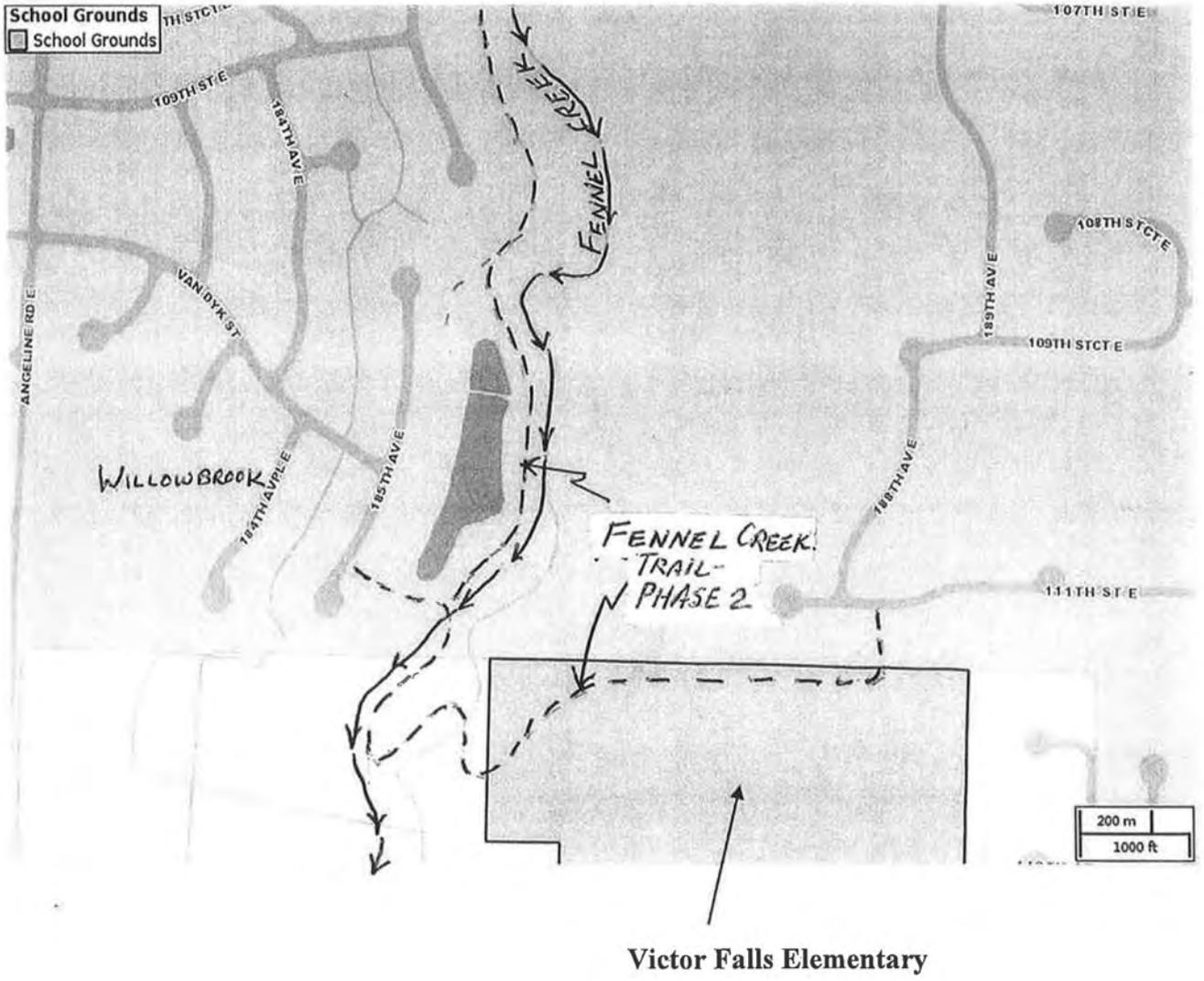
By [Signature]
Title President

Attest (If Corporation) [Signature] VP Witness (If Individual or Partnership)

City of Bonney Lake
By _____
Title Mayor

Fennel Creek Trail – Phase 2

Vicinity Map



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

Department/Staff Contact: PW / John Woodcock	Meeting/Workshop Date: April 16, 2013	Agenda Bill Number: AB13-46	
Agenda Item Type: Resolution	Ordinance/Resolution Number: 2291	Councilmember Sponsor: Randy McKibbin	
Agenda Subject: Award the Professional Services Agreement with Bruce Dees for Construction Engineering Services for the Fennel Creek Trail and 192 nd Avenue Sidewalks Project Phase 2.			
Full Title/Motion: A Motion Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, To Award the Professional Services Agreement with Bruce Dees for Construction Engineering Services for the Fennel Creek Trail and 192 nd Avenue Sidewalks Project Phase 2.			
Administrative Recommendation:			
Background Summary: The City was awarded a Safe Routes to School Federal Grant for \$1,098,000 on June 1, 2007. Phase 1 comprised of sidewalk improvements along the 192nd Avenue E corridor and several side streets. Phase 1 was designed in 2008 and constructed in the summer of 2010. Phase 2 is the trail portion of the program that will connect the Willowbrook subdivision community to the sidewalks completed in 2010 and ultimately to the schools (Victor Falls Elementary, Mountain View Junior High, and Bonney Lake High schools) on the east side of Fennel Creek.			
Attachments: Resolution 2291, Contract, Map			
BUDGET INFORMATION			
Budget Amount \$1,030,000	Current Balance \$141,248.00	Required Expenditure \$0	Budget Balance \$141,248.00
Budget Explanation: 302.000.005.594.76.63.10 Safe Routes Trail/Sidewalk Project Funding to be covered under the 5.2% Project Mgt. as shown on AB13-45 as \$40,410.00, This Agreement Total = \$8,000. Revenue: Parks – CIP			
COMMITTEE, BOARD & COMMISSION REVIEW			
Council Committee Review:	Council Workshop Date: April 16, 2013	<i>Approvals:</i> Chair/Councilmember Councilmember Councilmember	Yes No <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
Forward to:		Consent Agenda: <input type="checkbox"/> Yes <input type="checkbox"/> No	
Commission/Board Review:			
Hearing Examiner Review:			
COUNCIL ACTION			
Workshop Date(s):		Public Hearing Date(s):	
Meeting Date(s):		Tabled to Date:	
APPROVALS			
Director: <i>Dan Grigsby, P.E.</i>	Mayor: <i>Neil Johnson Jr.</i>	Date Reviewed by City Attorney: (if applicable):	

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RESOLUTION NO. 2291

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AWARDED THE CONSTRUCTION ENGINEERING CONTRACT FOR THE FENNEL CREEK TRAIL AND 192ND AVENUE SIDEWALKS PROJECT PHASE 2 TO BRUCE DEES & ASSOCIATES.

WHEREAS, the City advertised the Fennel Creek Trail and 192nd Avenue Sidewalks Project Phase 2 and opened bids on April 3, 2013; and

WHEREAS, the City awarded the contract to the lowest responsive bidder on April 16th, 2013; and

WHEREAS, the City will use Bruce Dees & Associates for Construction Engineering Services throughout the duration of the construction project; and

NOW, THEREFORE, BE IT RESOLVED that the City of Bonney Lake Council does hereby authorize the Mayor to sign the attached contract with Bruce Dees & Associates in the amount of \$8,000 which includes tax.

PASSED by the City Council this 16th day of April, 2013.

Neil Johnson, Jr., Mayor

ATTEST:

Harwood T. Edvalson, CMC
City Clerk

APPROVED AS TO FORM:

Kathleen Haggard, City Attorney

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PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 2013, 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 negligent acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City. In the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

Insurance

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

A. Minimum Scope of Insurance

Consultant shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The City shall be named as an insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
4. Professional Liability insurance appropriate to the Consultant's profession.

B. Minimum Amounts of Insurance

Consultant shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
3. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

C. Other Insurance Provisions

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

1. The Consultant's insurance coverage shall be primary insurance as respect the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.
2. The Consultant's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

D. Acceptability of Insurers

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

E. Verification of Coverage

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

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

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

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

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

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

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

CITY OF BONNEY LAKE

CONSULTANT

By: _____
Neil Johnson Jr., Mayor

By:  _____

Attachments:

Exhibit A: Scope of Work/Deliverables/Fee

Exhibit B: Rates

EXHIBIT 'A'
City of Bonney Lake
Fennel Creek Trail & 192nd Ave Sidewalk Phase 2
Scope of Work
March 6, 2013

In general, the project includes Phase 2 construction of the project known as the Fennel Creek Trail & 192nd Ave Sidewalk Phase 1. Bruce Dees & Associates (BD&A) will provide professional services for construction review on an as needed basis.

General

Construction Review

Bruce Dees & Associates will provide assistance to the City of Bonney Lake with construction review to include review of RFI's, cost change proposals, site visits, field observation reports, meetings and punch list as requested by the City on an as needed basis during construction.

Fee

Bruce Dees & Associates proposes to perform the requested services on a Time and Materials Basis not to exceed \$8,000.00 without written authorization. Rates are per our current published rates dated January 1, 2013, attached as Exhibit 'B'

A. PROVIDED BY CLIENT

1. Special Inspection/Testing

The Client will obtain and pay for any special inspections for compaction and materials testing during construction.

2. Daily Inspection & Required Test Witnessing

The Client will conduct daily inspection and test witnessing that may be required.

3. Environmental Testing of Existing Conditions

The client will provide all necessary work for any required environmental testing that may be required for existing conditions or during construction.

4. Additional Permit Coordination

Supporting material for the Grading Permit Application is included in the basic scope of work. The Client shall complete any additional permitting and regulatory coordination that may be required.

EXTRA WORK

1. As-Built Drawings

The contract documents will require the contractor to provide marked up as-built prints of the completed project. If the client wishes to have Bruce Dees & Associates modify the original electronic drawings, the cost of that work will be negotiated.

City of Bonney Lake
Fennel Creek Trail & 192nd Ave Sidewalk Phase 2
March 6, 2013

SCOPE OF WORK - GENERAL

Bruce Dees & Associates will provide assistance to the City of Bonney Lake with construction review to include review of RFI's, cost change proposals, site visits, field observation reports, meetings and punch list as requested by the City on an as needed basis during construction.

ITEM	Principal	LA I	LA III	CADD	CLER.
CONSTRUCTION REVIEW					
1. Meetings	3	10			4
2. Site Visits / Field Observation Report(s)	4	10			2
3. RFI's	2	4		2	2
4. Review Cost Change Proposals	1	2		2	2
5. Review Submittals	2	4		1	4
6. Punch List	1	3			1
Subtotal	13	33	0	5	15
<hr/>					
GRAND TOTAL HOURS	13	33	0	5	15

SUMMARY OF COSTS

Labor	Hours	\$/Hour	Total
PRINCIPAL	13	\$160.00	\$2,080.00
LA I	33	\$130.00	\$4,290.00
LA III	0	\$100.00	\$0.00
ENGINEERING TECHNICIAN	5	\$100.00	\$500.00
CLERICAL	15	\$65.00	\$975.00
Labor Subtotal			\$7,845.00
Other Direct Costs			
Mileage			Subtotal \$155.00
GRAND TOTAL			\$8,000.00

EXHIBIT B: RATES

FEE SCHEDULE

BRUCE DEES & ASSOCIATES

EFFECTIVE January 1, 2013

Standard Fee Schedule

The compensation of Bruce Dees & Associates for work done on the basis of a charge rate, plus incurred expenses, will be the sum of all of the items set forth below:

A. Personnel Services

Hourly Rates

Landscape Architect (Principal).....	\$160.00
Landscape Architect I.....	\$130.00
Landscape Architect II.....	\$120.00
Landscape Architect III.....	\$100.00
Engineering Technician.....	\$100.00
Clerical.....	\$ 65.00

B. Travel and Transportation Expenses

1. Reimbursement for actual travel and subsistence expenses paid to or on behalf of personnel on business connected with the project, plus a service charge of 15%.
2. Fifty-one cents (\$0.565) per mile for use of vehicles (or current IRS approved rate).

C. Outside Services

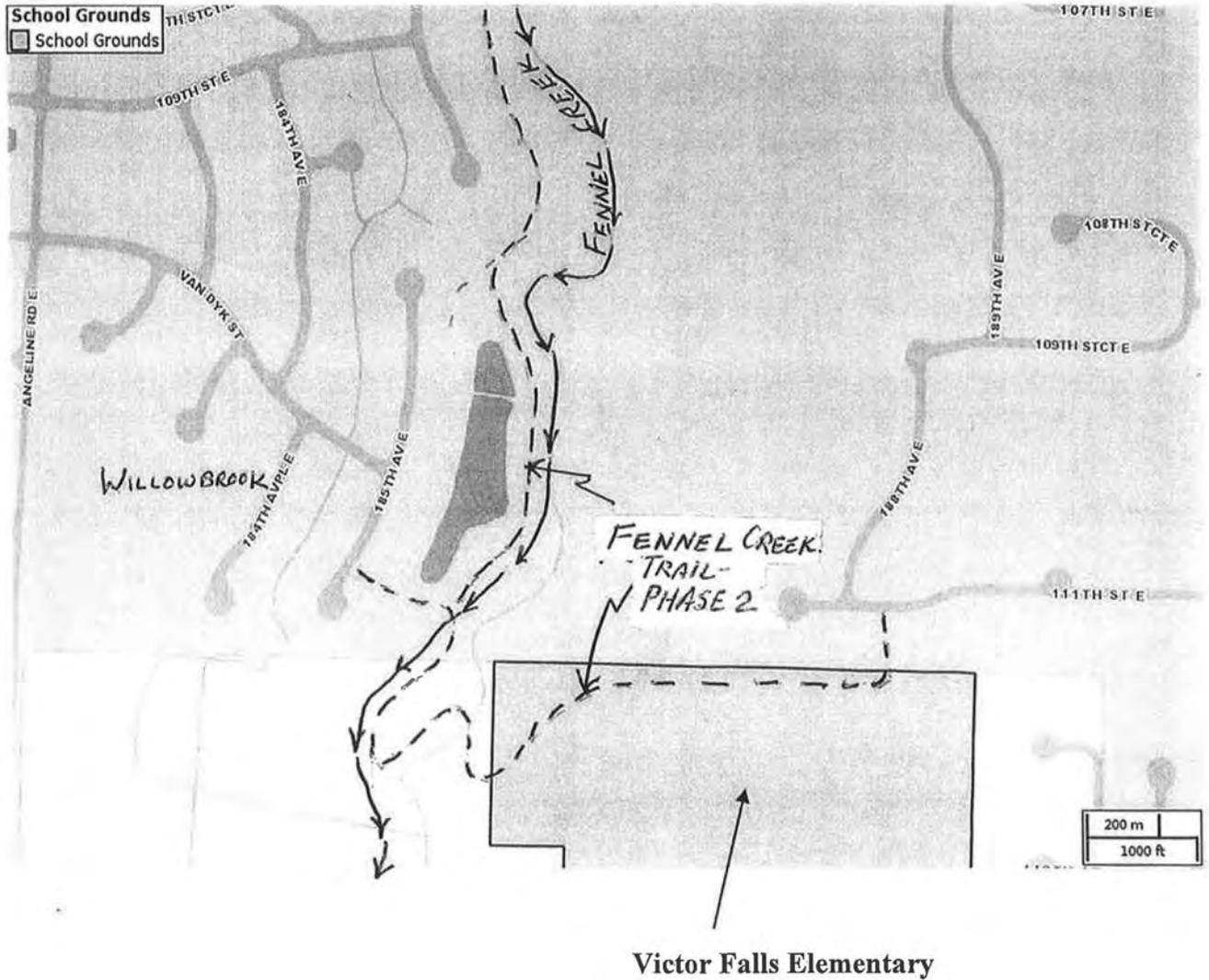
1. Invoice cost of services and expenses charged to Bruce Dees & Associates by outside consultants, professional or technical firms engaged in connection with the order, plus 15% overhead cost.

D. Miscellaneous Expenses

1. The invoice cost of materials, supplies, reproduction work, and other services, including communication expenses, procured by Bruce Dees & Associates from outside sources, plus a service charge of 15%. All out-of-pocket expenses not included in Items A, B, and C will be included in this category.
2. Computer station for CAD services will be charged at \$10.00 per hour.

Fennel Creek Trail – Phase 2

Vicinity Map



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

Department/Staff Contact: PW / John Woodcock	Meeting/Workshop Date: April 16, 2013	Agenda Bill Number: AB13-47	
Agenda Item Type: Resolution	Ordinance/Resolution Number: 2292	Councilmember Sponsor: Randy McKibbin	
Agenda Subject: Award the Local Agency Agreement with Parametrix for Construction Surveying Services for the Fennel Creek Trail and 192 nd Avenue Sidewalks Project Phase 2.			
Full Title/Motion: A Motion Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, To Award the Local Agency Agreement with Parametrix for Construction Surveying Services for the Fennel Creek Trail and 192 nd Avenue Sidewalks Project Phase 2.			
Administrative Recommendation:			
Background Summary: The City was awarded a Safe Routes to School Federal Grant for \$1,098,000 on June 1, 2007. Phase 1 comprised of sidewalk improvements along the 192nd Avenue E corridor and several side streets. Phase 1 was designed in 2008 and constructed in the summer of 2010. Phase 2 is the trail portion of the program that will connect the Willowbrook subdivision community to the sidewalks completed in 2010 and ultimately to the schools (Victor Falls Elementary, Mountain View Junior High, and Bonney Lake High schools) on the east side of Fennel Creek.			
Attachments: Resolution 2292, Contract, Map			
BUDGET INFORMATION			
Budget Amount \$1,030,000	Current Balance \$141,248.00	Required Expenditure \$0	Budget Balance \$141,248.00
Budget Explanation: 302.000.005.594.76.63.10 Safe Routes Trail/Sidewalk Project Funding to be covered under the 5.2% Project Mgt. as shown on AB13-45 = \$40,410.00, This Agreement Total - \$32,408.18 Revenue: Parks – CIP			
COMMITTEE, BOARD & COMMISSION REVIEW			
Council Committee Review:	Council Workshop Date: April 16, 2013	<i>Approvals:</i> Chair/Councilmember Councilmember Councilmember	Yes No <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
Forward to:		Consent	Agenda: <input type="checkbox"/> Yes <input type="checkbox"/> No
Commission/Board Review:			
Hearing Examiner Review:			
COUNCIL ACTION			
Workshop Date(s):		Public Hearing Date(s):	
Meeting Date(s):		Tabled to Date:	
APPROVALS			
Director: <i>Dan Grigsby, P.E.</i>	Mayor: <i>Neil Johnson Jr.</i>	Date Reviewed by City Attorney: (if applicable):	

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RESOLUTION NO. 2292

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AWARDED THE SURVEYING PORTION OF THE CONSTRUCTION CONTRACT FOR FENNEL CREEK TRAIL AND 192ND AVENUE SIDEWALKS PROJECT PHASE 2 TO PARAMETRIX INC.

WHEREAS, the City advertised the Fennel Creek Trail and 192nd Avenue Sidewalks Project Phase 2 and opened bids on April 3, 2013; and

WHEREAS, the City awarded the contract to the lowest responsive bidder on March 26th, 2013; and

WHEREAS, the City will use Parametrix Inc. for construction staking, as-built surveying, etc. throughout the duration of the construction contract; and

NOW, THEREFORE, BE IT RESOLVED that the City of Bonney Lake Council does hereby authorize the Mayor to sign the attached contract with Parametrix Inc. in the amount of \$32,408.18 which includes tax.

PASSED by the City Council this 16th day of April, 2013.

Neil Johnson, Jr., Mayor

ATTEST:

Harwood T. Edvalson, CMC
City Clerk

APPROVED AS TO FORM:

Kathleen Haggard, City Attorney

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Local Agency Standard Consultant Agreement	Consultant/Address/Telephone Parametrix, Inc. 1019 39th Avenue SE, Suite 100 Puyallup, WA 98374 253-604-6600	
<input checked="" type="checkbox"/> Architectural/Engineering Agreement <input type="checkbox"/> Personal Services Agreement		
Agreement Number LA-5987	Project Title And Work Description Fennel Creek Trail Phase 2: Construction Staking	
Federal Aid Number STPH-0410(047)		
Agreement Type (Choose one) <input type="checkbox"/> Lump Sum Lump Sum Amount \$ _____ <input checked="" type="checkbox"/> Cost Plus Fixed Fee Overhead Progress Payment Rate <u>199.83</u> % Overhead Cost Method <input type="checkbox"/> Actual Cost <input type="checkbox"/> Actual Cost Not To Exceed _____ % <input checked="" type="checkbox"/> Fixed Overhead Rate <u>21</u> % Fixed Fee \$ <u>2,007.25</u> <input type="checkbox"/> Specific Rates Of Pay <input type="checkbox"/> Negotiated Hourly Rate <input type="checkbox"/> Provisional Hourly Rate <input type="checkbox"/> Cost Per Unit of Work	DBE Participation <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No _____ % Federal ID Number or Social Security Number 91-0914810 Do you require a 1099 for IRS? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Completion Date December 31, 2013	
	Total Amount Authorized \$ <u>32,408.18</u> Management Reserve Fund \$ _____ Maximum Amount Payable \$ <u>32,408.18</u>	

Index of Exhibits (Check all that apply):

- | | |
|---|---|
| <input checked="" type="checkbox"/> Exhibit A-1 Scope of Work | <input type="checkbox"/> Exhibit G-2 Fee-Sub Specific Rates |
| <input type="checkbox"/> Exhibit A-2 Task Order Agreement | <input type="checkbox"/> Exhibit G-3 Sub Overhead Cost |
| <input type="checkbox"/> Exhibit B-1 DBE Utilization Certification | <input checked="" type="checkbox"/> Exhibit H Title VI Assurances |
| <input checked="" type="checkbox"/> Exhibit C Electronic Exchange of Data | <input checked="" type="checkbox"/> Exhibit I Payment Upon Termination of Agreement |
| <input type="checkbox"/> Exhibit D-1 Payment - Lump Sum | <input type="checkbox"/> Exhibit J Alleged Consultant Design Error Procedures |
| <input checked="" type="checkbox"/> Exhibit D-2 Payment - Cost Plus | <input checked="" type="checkbox"/> Exhibit K Consultant Claim Procedures |
| <input type="checkbox"/> Exhibit D-3 Payment - Hourly Rate | <input type="checkbox"/> Exhibit L Liability Insurance Increase |
| <input type="checkbox"/> Exhibit D-4 Payment - Provisional | <input checked="" type="checkbox"/> Exhibit M-1a Consultant Certification |
| <input checked="" type="checkbox"/> Exhibit E-1 Fee - Lump/Fixed/Unit | <input checked="" type="checkbox"/> Exhibit M-1b Agency Official Certification |
| <input type="checkbox"/> Exhibit E-2 Fee - Specific Rates | <input checked="" type="checkbox"/> Exhibit M-2 Certification - Primary |
| <input checked="" type="checkbox"/> Exhibit F Overhead Cost | <input checked="" type="checkbox"/> Exhibit M-3 Lobbying Certification |
| <input type="checkbox"/> Exhibit G Subcontracted Work | <input checked="" type="checkbox"/> Exhibit M-4 Pricing Data Certification |
| <input type="checkbox"/> Exhibit G-1 Subconsultant Fee | <input type="checkbox"/> App. 31.910 Supplemental Signature Page |

THIS AGREEMENT, made and entered into this _____ day of _____, 2013, between the Local Agency of City of Bonney Lake, Washington, hereinafter called the "AGENCY", and the above organization hereinafter called the "CONSULTANT".

WITNESSETH THAT:

WHEREAS, the AGENCY desires to accomplish the above referenced project, and

WHEREAS, the AGENCY does not have sufficient staff to meet the required commitment and therefore deems it advisable and desirable to engage the assistance of a CONSULTANT to provide the necessary services for the PROJECT; and

WHEREAS, the CONSULTANT represents that he/she is in compliance with the Washington State Statutes relating to professional registration, if applicable, and has signified a willingness to furnish Consulting services to the AGENCY,

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

I General Description of Work

The work under this AGREEMENT shall consist of the above described work and services as herein defined and necessary to accomplish the completed work for this PROJECT. The CONSULTANT shall furnish all services, labor, and related equipment necessary to conduct and complete the work as designated elsewhere in this AGREEMENT.

II Scope of Work

The Scope of Work and projected level of effort required for this PROJECT is detailed in Exhibit "A" attached hereto and by this reference made a part of this AGREEMENT.

III General Requirements

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

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

The CONSULTANT, and each SUBCONSULTANT, shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The CONSULTANT, and each SUBCONSULTANT, shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT-assisted contracts. Failure by the CONSULTANT to carry out these requirements is a material breach of this AGREEMENT that may result in the termination of this AGREEMENT.

Participation for Disadvantaged Business Enterprises (DBE), if required, per 49 CFR Part 26, or participation of Minority Business Enterprises (MBE), and Women Business Enterprises (WBE), shall be shown on the heading of this AGREEMENT. If D/M/WBE firms are utilized, the amounts authorized to each firm and their certification number will be shown on Exhibit "B" attached hereto and by this reference made a part of this AGREEMENT. If the Prime CONSULTANT is a DBE firm they must comply with the Commercial Useful Function (CUF) regulation outlined in the AGENCY'S "DBE Program Participation Plan". The mandatory DBE participation goals of the AGREEMENT are those established by the WSDOT'S Highway and Local Programs Project Development Engineer in consultation with the AGENCY.

All Reports, PS&E materials, and other data furnished to the CONSULTANT by the AGENCY shall be returned. All electronic files, prepared by the CONSULTANT, must meet the requirements as outlined in Exhibit "C."

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

IV Time for Beginning and Completion

The CONSULTANT shall not begin any work under the terms of this AGREEMENT until authorized in writing by the AGENCY.

All work under this AGREEMENT shall be completed by the date shown in the heading of this AGREEMENT under completion date.

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

V Payment Provisions

The CONSULTANT shall be paid by the AGENCY for completed work and services rendered under this AGREEMENT as provided in Exhibit "D" attached hereto, and by reference made part of this AGREEMENT. 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. The CONSULTANT shall conform to all applicable portions of 48 CFR Part 31.

A post audit may be performed on this AGREEMENT. The need for a post audit will be determined by the State Auditor, WSDOT External Audit Office and/or at the request of the AGENCY'S PROJECT Manager.

VI Sub-Contracting

The AGENCY permits sub-contracts for those items of work as shown in Exhibit "G" attached hereto and by this reference made part of this AGREEMENT.

Compensation for this sub-consultant work shall be based on the cost factors shown on Exhibit "G."

The work of the sub-consultant shall not exceed its maximum amount payable unless a prior written approval has been issued by the AGENCY.

All reimbursable direct labor, overhead, direct non-salary costs and fixed fee costs for the sub-consultant shall be substantiated in the same manner as outlined in Section V. All sub-contracts shall contain all applicable provisions of this AGREEMENT.

With respect to sub-consultant payment, the CONSULTANT shall comply with all applicable sections of the Prompt Payment laws as set forth in RCW 39.04.250 and RCW 39.76.011.

The CONSULTANT shall not sub-contract for the performance of any work under this AGREEMENT without prior written permission of the AGENCY. No permission for sub-contracting shall create, between the AGENCY and sub-contractor, any contract or any other relationship. A DBE certified sub-consultant is required to perform a minimum amount of their sub-contracted agreement that is established by the WSDOT Highways and Local Programs Project Development Engineer in consultation with the AGENCY.

VII Employment

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

Any and all employees of the CONSULTANT or other persons while engaged in the performance of any work or services required of the CONSULTANT under this AGREEMENT, shall be considered employees of the CONSULTANT only and not of the AGENCY, and any and all claims that may arise under any Workmen's Compensation Act on behalf of said employees or other persons while so engaged, and any and all claims made by a

third party as a consequence of any act or omission on the part of the CONSULTANT'S employees or other persons while so engaged on any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of the CONSULTANT.

The CONSULTANT shall not engage, on a full- or part-time basis, or other basis, during the period of the contract, any professional or technical personnel who are, or have been, at any time during the period of the contract, in the employ of the United States Department of Transportation, or the STATE, or the AGENCY, except regularly retired employees, without written consent of the public employer of such person.

VIII Nondiscrimination

During the performance of this contract, the CONSULTANT, for itself, its assignees, and successors in interest agrees to comply with the following laws and regulations:

Title VI of the Civil Rights Act of 1964
(42 USC Chapter 21 Subchapter V Section 2000d through 2000d-4a)

Federal-aid Highway Act of 1973
(23 USC Chapter 3 Section 324)

Rehabilitation Act of 1973
(29 USC Chapter 16 Subchapter V Section 794)

Age Discrimination Act of 1975
(42 USC Chapter 76 Section 6101 et seq.)

Civil Rights Restoration Act of 1987
(Public Law 100-259)

American with Disabilities Act of 1990
(42 USC Chapter 126 Section 12101 et. seq.)

49 CFR Part 21

23 CFR Part 200

RCW 49.60.180

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

IX Termination of Agreement

The right is reserved by the AGENCY to terminate this AGREEMENT at any time upon ten (10) days written notice to the CONSULTANT.

In the event this AGREEMENT is terminated by the AGENCY other than for default on the part of the CONSULTANT, a final payment shall be made to the CONSULTANT as shown in Exhibit "I" for the type of AGREEMENT used.

No payment shall be made for any work completed after ten (10) days following receipt by the CONSULTANT of the Notice to Terminate. If the accumulated payment made to the CONSULTANT prior to Notice of Termination exceeds the total amount that would be due when computed as set forth herein above, then no final payment shall be due and the CONSULTANT shall immediately reimburse the AGENCY for any excess paid.

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

In such an event, the amount to be paid shall be determined by the AGENCY 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 a type which is usable to the AGENCY at the time of termination, the cost to the AGENCY of employing another firm to complete the work required and the time which may be required to do so, and other factors which affect the value to the AGENCY 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 using the formula set forth above.

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

In the event of the death of any member, partner or officer of the CONSULTANT or any of its supervisory personnel assigned to the PROJECT, or dissolution of the partnership, termination of the corporation, or disaffiliation of the principally involved employee, the surviving members of the CONSULTANT hereby agree to complete the work under the terms of this AGREEMENT, if requested to do so by the AGENCY. This subsection shall not be a bar to renegotiation of the AGREEMENT between the surviving members of the CONSULTANT and the AGENCY, if the AGENCY so chooses.

In the event of the death of any of the parties listed in the previous paragraph, should the surviving members of the CONSULTANT, with the AGENCY'S concurrence, desire to terminate this AGREEMENT, payment shall be made as set forth in the second paragraph of this section.

Payment for any part of the work by the AGENCY shall not constitute a waiver by the AGENCY of any remedies of any type it may have against the CONSULTANT for any breach of this AGREEMENT by the CONSULTANT, or for failure of the CONSULTANT to perform work required of it by the AGENCY. Forbearance of any rights under the AGREEMENT will not constitute waiver of entitlement to exercise those rights with respect to any future act or omission by the CONSULTANT.

X Changes of Work

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

XI Disputes

Any dispute concerning questions of fact in connection with the work not disposed of by AGREEMENT between the CONSULTANT and the AGENCY shall be referred for determination to the Director of Public Works or AGENCY Engineer, whose decision in the matter shall be final and binding on the parties of this AGREEMENT; provided, however, that if an action is brought challenging the Director of Public Works or AGENCY Engineer's decision, that decision shall be subject to de novo judicial review. If the parties to this AGREEMENT mutually agree, disputes concerning alleged design errors will be conducted under the procedures found in Exhibit "J", and disputes concerning claims will be conducted under the procedures found in Exhibit "K".

XII Venue, Applicable Law, and Personal Jurisdiction

In the event that either party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this AGREEMENT, the parties hereto agree that any such action shall be initiated in the Superior court of the State of Washington, situated in the county in which the AGENCY is located. The parties hereto agree that all questions shall be resolved by application of Washington law and that the parties to such action shall have the right of appeal from such decisions of the Superior court in accordance with the laws of the State of Washington. The CONSULTANT hereby consents to the personal jurisdiction of the Superior court of the State of Washington, situated in the county in which the AGENCY is located.

XIII Legal Relations

The CONSULTANT shall comply with all Federal, State, and local laws and ordinances applicable to the work to be done under this AGREEMENT. This contract shall be interpreted and construed in accordance with the laws of the State of Washington.

The CONSULTANT shall indemnify and hold the AGENCY and the STATE and its officers and employees harmless from and shall process and defend at its own expense all claims, demands, or suits at law or equity arising in whole or in part from the CONSULTANT'S negligence or breach of any of its obligations under this AGREEMENT; provided that nothing herein shall require a CONSULTANT to indemnify the AGENCY or the STATE against and hold harmless the AGENCY or the STATE from claims, demands or suits based solely upon the conduct of the AGENCY or the STATE, their agents, officers and employees; and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the CONSULTANT'S agents or employees, and (b) the AGENCY or the STATE, their agents, officers and employees, this indemnity provision with respect to (1) claims or suits based upon such negligence (2) the costs to the AGENCY or the STATE of defending such claims and suits shall be valid and enforceable only to the extent of the CONSULTANT'S negligence or the negligence of the CONSULTANT'S agents or employees.

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

The CONSULTANT shall comply with all applicable sections of the applicable Ethics laws, including RCW 42.23, which is the Code of Ethics for regulating contract interest by municipal officers. The CONSULTANT specifically assumes potential liability for actions brought by the CONSULTANT'S own employees against the AGENCY and, solely for the purpose of this indemnification and defense, the CONSULTANT specifically waives any immunity under the state industrial insurance law, Title 51 RCW.

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

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

Insurance Coverage

- A. Worker's compensation and employer's liability insurance as required by the STATE.
- B. Commercial general liability and property damage insurance in an aggregate amount not less than two million dollars (\$2,000,000) for bodily injury, including death and property damage. The per occurrence amount shall not exceed one million dollars (\$1,000,000).
- C. Vehicle liability insurance for any automobile used in an amount not less than a one million dollar (\$1,000,000) combined single limit.

Excepting the Worker's Compensation Insurance and any Professional Liability Insurance secured by the CONSULTANT, the AGENCY will be named on all policies as an additional insured. The CONSULTANT shall furnish the AGENCY with verification of insurance and endorsements required by the AGREEMENT. The AGENCY reserves the right to require complete, certified copies of all required insurance policies at any time.

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

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

The CONSULTANT'S professional liability to the AGENCY shall be limited to the amount payable under this AGREEMENT or one million (\$1,000,000) dollars, whichever is the greater, unless modified by Exhibit "L". In no case shall the CONSULTANT'S professional liability to third parties be limited in any way.

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

XIV Extra Work

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

XV Endorsement of Plans

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

XVI Federal and State Review

The Federal Highway Administration and the Washington State Department of Transportation shall have the right to participate in the review or examination of the work in progress.

XVII Certification of the Consultant and the Agency

Attached hereto as Exhibit "M-1(a and b)" are the Certifications of the CONSULTANT and the AGENCY, Exhibit "M-2" Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions, Exhibit "M-3" Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying and Exhibit "M-4" Certificate of Current Cost or Pricing Data. Exhibit "M-3" is required only in AGREEMENTS over \$100,000 and Exhibit "M-4" is required only in AGREEMENTS over \$500,000.

XVIII Complete Agreement

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

XIX Execution and Acceptance

This AGREEMENT may be simultaneously executed in several counterparts, each of which shall be deemed to be an original having identical legal effect. The CONSULTANT does hereby ratify and adopt all statements, representations, warranties, covenants, and agreements contained in the proposal, and the supporting material 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 day and year shown in the "Execution Date" box on page one (1) of this AGREEMENT.

OK
JNJ
2/25/13

By  By _____
Consultant Parametrix, Inc. Agency City of Bonney Lake

**EXHIBIT A-1
SCOPE OF WORK**

**City of Bonney Lake
Fennel Creek Trail Phase 2: Construction Staking**

Objective

To provide construction staking for horizontal and vertical alignment of Fennel Creek Trail Phase 2.

Approach

Parametrix surveyors will establish horizontal and vertical control along the trail corridor for use in staking the alignment. The control will be a supplement of existing control used in preparing the base map for design purposes. Parametrix proposes to stake the following improvements:

1. Surveyors will stake the alignment of the trail on 50-foot stations including Point of Curve (PC), Point of Reverse Curve (PRC), and Point of Tangent (PT) as well as angle points and rest stops. The purpose of this first set of stakes is to provide location and confirmation of the trail's alignment and to provide the Contractor with control to set silt fencing, clear and grub, and remove unsuitable material.
2. Lower Trail Portion (beginning at Station 100+00 and ending at Station 124+50): Surveyors will provide offset stakes to centerline alignment with grades at 50-foot stations including PC's, PRC's, and PT's along with angle points and rest stop locations. Offset distances will be limited to a maximum of 10 feet (subject to conditions) and only on one side.
3. Creek and Wetland Area (beginning at Station 0+00 and ending at Station 1+13.88): Centerline alignment will be staked as described under Item 2. For those improvements beginning at Station 1+13.88 and ending at Station 6+50.26, offsets will be staked on each side to define the location of Pile Support for Wood Ramp, East and West Bridge Abutments, and Pin Foundation Pile Supports. Grades will be provided.
4. Steep Slope Section (beginning at Station 6+50.26 and ending at Station 13+50): Centerline alignment will be controlled by offsets on each side of the Base Step for both Single and Double Steps. To confirm, only the Base Step will be staked for location. Grades will be dictated by the physical position of the top step.
5. Upper Trail Portion (beginning at Station 13+50 and ending at Station 23+50): Centerline alignment will be staked as described under Item 2.
6. Miscellaneous staking of improvements such as rest stops, signs, dry wells, and other improvements as identified and called out on the plan set will be staked.

Assumptions

- Parametrix will provide the Contractor with staking request forms. Completed staking request forms are to be forwarded to the City inspector for authorization. Parametrix will respond within two working days from receipt of staking request.
- The staking as described above will be performed one time only. Re-staking and additional staking outside of the above-describe scope will need authorization by the City prior to the work being performed.
- Location of silt fence will be based upon the centerline alignment of the trail. No other staking will be provided, unless otherwise directed by the City.
- Horizontal Datum: Washington State Plane Coordinate System NAD 83/91 South Zone as established by and used for the development of the base map and design
- Vertical Datum: North America Vertical Datum 1988 (NAVD 88) as established by and used for the development of the base map and design

Exhibit C

Electronic Exchange of Engineering and Other Data

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

- I. Surveying, Roadway Design & Plans Preparation Section
 - A. Survey Data
 - B. Roadway Design Files
 - C. Computer Aided Drafting Files
 - D. Specify the Agency's Right to Review Product with the Consultant
 - E. Specify the Electronic Deliverables to Be Provided to the Agency
 - F. Specify What Agency Furnished Services and Information Is to Be Provided
- II. Any Other Electronic Files to Be Provided
- III. Methods to Electronically Exchange Data
 - A. Agency Software Suite
 - B. Electronic Messaging System
 - C. File Transfers Format

Exhibit D-2 Payment (Cost Plus a Fixed Fee)

The CONSULTANT shall be paid by the AGENCY for completed work and services rendered under this AGREEMENT as provided hereinafter. 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 specified in Section II, "Scope of Work." The CONSULTANT shall conform to all applicable portions of 48 CFR Part 31.

- A. Actual Costs: Payment for all consulting services for this PROJECT shall be on the basis of the CONSULTANT'S actual cost plus a fixed fee. The actual cost shall include direct salary cost, overhead, direct non-salary costs, and fixed fee.
1. Direct Salary Costs: The Direct Salary Cost is the direct salary paid to principals, professional, technical, and clerical personnel for the time they are productively engaged in work necessary to fulfill the terms of this AGREEMENT. The CONSULTANT shall maintain support data to verify the direct salary costs billed to the AGENCY.
 2. Overhead Costs: Overhead Costs are those costs other than direct costs, which are included as such on the books of the CONSULTANT in the normal everyday keeping of its books. Progress payments shall be made at the rate shown in the heading of this AGREEMENT under "Overhead Progress Payment Rate." Total overhead payment shall be based on the method shown in the heading of the AGREEMENT. The two options are explained as follows:
 - a. Fixed Rate: If this method is indicated in the heading of the AGREEMENT the AGENCY agrees to reimburse the CONSULTANT for overhead at the percentage rate shown. This rate shall not change during the life of the AGREEMENT.
 - b. Actual Cost: If this method is indicated in the heading of the AGREEMENT the AGENCY agrees to reimburse the CONSULTANT the actual overhead costs verified by audit, up to the Maximum Total Amount Payable, authorized under this AGREEMENT, when accumulated with all other Actual Costs.

A summary of the CONSULTANTS cost estimate and the overhead computation is shown in Exhibit "E" attached hereto and by this reference made part of this AGREEMENT. When an Actual Cost method is used, the CONSULTANT (prime and all sub-consultants) will submit to the AGENCY within six (6) months after the end of each firm's fiscal year, an overhead schedule in the format required by the AGENCY (cost category, dollar expenditures, etc.) for the purpose of adjusting the overhead rate for billing purposes. It shall be used for the computation of progress payments during the following year and for retroactively adjusting the previous year's overhead cost to reflect the actual rate.

Failure to supply this information by either the prime CONSULTANT or any of their sub-consultants shall cause the AGENCY to withhold payment of the billed overhead costs until such time as the required information is received and an overhead rate for billing purposes is approved.

The AGENCY, STATE and/or the Federal Government may perform an audit of the CONSULTANT'S books and records at any time during regular business hours to determine the actual overhead rate, if they so desire.

3. Direct Non-Salary Costs: Direct Non-Salary Costs will be reimbursed at the Actual Cost to the CONSULTANT. These charges may include, but are not limited to, the following items: travel, printing, long distance telephone, supplies, computer charges and sub-consultant costs.
 - a. Air or train travel will be reimbursed only to economy class levels unless otherwise approved by the AGENCY. The CONSULTANT shall comply with the rules and regulations regarding travel costs (excluding air, train, and rental car costs) in accordance with the AGENCY'S Travel Rules and Procedures. However, air, train, and rental car costs shall be reimbursed in accordance with 48 CFR Part 31.205-46 "Travel Cost
 - b. The billing for Direct Non-Salary Costs shall include an itemized listing of the charges directly identifiable with the PROJECT.
 - c. The CONSULTANT shall maintain the original supporting documents in their office. Copies of the original supporting documents shall be supplied to the AGENCY upon request.
 - d. All above charges must be necessary for the services provided under this AGREEMENT.
4. Fixed Fee: The Fixed Fee, which represents the CONSULTANT'S profit, is shown in the heading of this AGREEMENT under Fixed Fee. This amount does not include any additional Fixed Fee, which could be authorized from the Management Reserve Fund. This fee is based on the Scope of Work defined in this AGREEMENT and the estimated person-hours required to perform the stated Scope of Work. In the event the CONSULTANT enters into a supplemental AGREEMENT for additional work, the supplemental AGREEMENT may include provisions for the added costs and an appropriate additional fee. The Fixed Fee will be prorated and paid monthly in proportion to the percentage of work completed by the CONSULTANT and reported in the Monthly Progress Reports accompanying the billings. Any portion of the Fixed Fee earned but not previously paid in the progress payments will be covered in the final payment, subject to the provisions of Section IX entitled "Termination of Agreement."
5. Management Reserve Fund: The AGENCY may desire to establish a Management Reserve Fund to provide the Agreement Administrator with the flexibility to authorize additional funds to the AGREEMENT for allowable unforeseen costs, or reimbursing the CONSULTANT for additional work beyond that already defined in this AGREEMENT. Such authorization(s) shall be in writing and shall not exceed

the lesser of \$100,000 or 10% of the Total Amount Authorized as shown in the heading of this AGREEMENT. The amount included for the Management Reserve Fund is shown in the heading of this AGREEMENT. This fund may not be replenished. Any changes requiring additional costs in excess of the Management Reserve Fund shall be made in accordance with Section XIV, "Extra Work."⁶ Maximum Total Amount Payable: The Maximum Total Amount Payable by the AGENCY to the CONSULTANT under this AGREEMENT shall not exceed the amount shown in the heading of this AGREEMENT. The Maximum Total Amount Payable is comprised of the Total Amount Authorized, and the Management Reserve Fund. The Maximum Total Amount Payable does not include payment for Extra Work as stipulated in Section XIV, "Extra Work." No minimum amount payable is guaranteed under this AGREEMENT.

- B. Monthly Progress Payments: The CONSULTANT may submit billings to the AGENCY for reimbursement of Actual Costs plus the calculated overhead and fee on a monthly basis during the progress of the work. Such billings shall be in a format approved by the AGENCY and accompanied by the monthly progress reports required under Section III, "General Requirements" of this AGREEMENT. The billings will be supported by an itemized listing for each item including Direct Salary, Direct Non-Salary, and allowable Overhead Costs to which will be added the prorated Fixed Fee. To provide a means of verifying the billed salary costs for CONSULTANT employees, the AGENCY may conduct employee interviews. These interviews may consist of recording the names, titles, salary rates, and present duties of those employees performing work on the PROJECT at the time of the interview.
- C. Final Payment: Final Payment of any balance due the CONSULTANT of the gross amount earned will be made promptly upon its verification by the AGENCY after the completion of the work under this AGREEMENT, contingent upon receipt of all PS&E, plans, maps, notes, reports, electronic data and other related documents which are required to be furnished under this AGREEMENT. Acceptance of such Final Payment by the CONSULTANT shall constitute a release of all claims for payment, which the CONSULTANT may have against the AGENCY unless such claims are specifically reserved in writing and transmitted to the AGENCY by the CONSULTANT prior to its acceptance. Said Final Payment shall not, however, be a bar to any claims that the AGENCY may have against the CONSULTANT or to any remedies the AGENCY may pursue with respect to such claims.

The payment of any billing will not constitute agreement as to the appropriateness of any item and at the time of final audit, all required adjustments will be made and reflected in a final payment. In the event that such final audit reveals an overpayment to the CONSULTANT, the CONSULTANT will refund such overpayment to the AGENCY within thirty (30) days of notice of the overpayment. Such refund shall not constitute a waiver by the CONSULTANT for any claims relating to the validity of a finding by the AGENCY of overpayment. The CONSULTANT has twenty (20) days after receipt of the final POST AUDIT to begin the appeal process to the AGENCY for audit findings.

- D. Inspection of Cost Records: The CONSULTANT and their sub-consultants shall keep available for inspection by representatives of the AGENCY, STATE and the United States, for a period of three (3) years after receipt of final payment, the cost records and accounts pertaining to this AGREEMENT and all items related to or bearing upon these records with the following exception: if any litigation, claim or audit arising out of, in connection with, or related to this contract is initiated before the expiration of the three (3) year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records is completed.

Exhibit E-1
Consultant Fee Determination - Summary Sheet
(Lump Sum, Cost Plus Fixed Fee, Cost Per Unit of Work)

Project: Fennel Creek Trail Phase 2: Construction Staking

Direct Salary Cost (DSC):

<u>Classification</u>	<u>Man Hours</u>		<u>Rate</u>	=	=	<u>Cost</u>
Sr Consultant	4.0	X	66.64		\$	266.56
Survey Supervisor	24.0	X	44.07			1,057.68
Surveyor III	124.0	X	30.12			3,734.88
Surveyor - Pierce Co PW	108.0	X	28.33			3,059.64
Surveyor II	16.0	X	23.11			369.76
Surveyor II	24.0	X	26.00			624.00
Project Controls Specialist	10.0	X	31.74			317.40
Project Accountant	3.0	X	24.89			74.67
Word Processing Specialist	2.0	X	26.86			53.72

Total DSC = \$ 9,558.31

Overhead (OH Cost -- including Salary Additives):

OH Rate x DSC of 199.83 % x \$ 9,558.31 19,100.37

Fixed Fee (FF):

FF Rate x DSC of 21 % x \$ 9,558.31 2,007.25

Reimbursables:

Itemized 1,742.25

Subconsultant Costs (See Exhibit G):

Grand Total

32,408.18

Prepared By: David Ironmonger

Date: February 28, 2013

EXHIBIT F
BREAKDOWN OF OVERHEAD COST

The Parametrix overhead schedule for 2011 is on the following pages.



Washington State
Department of Transportation
Paula J. Hammond, P.E.
Secretary of Transportation

Transportation Building
310 Maple Park Avenue S.E.
P.O. Box 47300
Olympia, WA 98504-7300

360-705-7000
TTY: 1-800-833-6388
www.wsdot.wa.gov

May 30, 2012

Janice Walden, Senior Financial Analyst
Parametrix, Inc.
1002 15th Street, Suite 220
Auburn, WA 98001-6502

RE: Parametrix Overhead Schedule
Fiscal Year End December 30, 2011

Dear Ms. Walden:

We have completed a desk review of your overhead schedule for the above referenced fiscal year. Our review included the documentation provided by Parametrix.

The schedule was audited by the Clark Nuber, CPAs, for compliance with Part 31 of the Federal Acquisition Regulations. Clark Nuber accepted an overhead rate for the year ended December 30, 2011, at 199.83% of direct labor.

Based on our review of the Clark Nuber Audit Report, we are issuing this letter of review establishing Parametrix overhead rate for the fiscal year ending December 30, 2011, at 199.83% of direct labor. This rate does include Facilities Cost of Capital of 0.76%. Costs billed to actual agreements will still be subject to audit of actual costs.

Please check with the WSDOT Consultant Services Office (HQ) and/or the WSDOT Area Consultant Liaison to determine when this reviewed rate will be applicable to your WSDOT agreement(s).

Also, remember that when you provide next year's overhead schedule to our office, you will also need to submit either your internally prepared *Compensation Analysis* for our review, or use the *National Compensation Matrix* (NCM) format to prepare your alternate analysis and we will review that. The NCM is a tool that establishes compensation amounts presumed reasonable for certain executive positions. The *Compensation Analysis* and NCM are described further in the AASHTO Audit Guide, Chapter 7. We will need your *Compensation Analysis*, or alternative analysis based on use of the NCM, in order to complete our review of your overhead schedule.

Parametrix, Inc.
May 30, 2012
Page 2

If you, or any representatives of Parametrix, have any questions, please contact Martha Roach, Jeri Sivertson, or Steve McKerney at (360) 705-7003.

Sincerely,



Martha S. Roach
Agreement Compliance Audit Manager

MR:ds
Enclosure

cc: Steve McKerney, Director of Internal Audit
Jeri Sivertson, Assistant Director of Internal Audit
Larry Schofield, MS 47323
Karen Ledbetter, CPA, Senior Manager of Clark Nuber,
File

PARAMETRIX, INC. AND SUBSIDIARY

**Consolidated Statement of Direct Labor, Fringe Benefits and General Overhead
For the Fiscal Year Ended December 30, 2011**

Description	General Ledger Balance for the Fiscal Year Ended December 30, 2011	Unallowable Expenses	Ref.	Proposed Amount	Percent
Direct Labor	\$ 17,340,030	\$ -		\$ 17,340,030	100.00%
Fringe Benefits:					
Vacation, Sick Leave, Holidays	3,767,080			3,767,080	21.72%
Payroll Taxes	2,875,162	(15,265)	F	2,859,897	16.48%
Medical Insurance	3,315,574			3,315,574	19.11%
ESOP Retirement Plan	600,000			600,000	3.46%
Total Fringe Benefits	10,558,816	(15,265)		10,543,551	60.77%
General Overhead:					
Administrative Salaries	6,510,510	(85,786)	A	6,524,724	49.14%
Training Salaries	260,129			260,129	1.50%
Bonuses/Misc Salaries	750,223	(95,873)	B	652,350	3.82%
Marketing Salaries	1,024,149	(1,332)	C	1,022,817	5.90%
Bid and Proposal Salaries	2,696,822			2,696,822	15.54%
Advertising Expense	130,777	(79,167)	D	51,610	0.30%
Marketing Expenses	218,911	(40,888)	E	178,023	1.03%
Excise Taxes	870,838			870,838	3.87%
Insurance	781,023			781,023	4.51%
Office Rent	3,726,359			3,726,359	21.48%
Office Expenses & Supplies	175,863	(25,258)	G	149,605	0.86%
Staff Appreciation, Awards	74,965	(30,752)	H	36,233	0.21%
Printing, Copier/Printer Supplies	317,604	(908)	I	316,518	1.82%
Billed In-house Printing	(493,585)			(493,585)	-2.05%
Telephones	332,041			332,041	1.92%
Depreciation (Including gain/loss on disposal)	1,030,623			1,030,623	10.60%
Business Meals	58,713	(80,713)	J		0.00%
Auto Expense	248,443	(26)	K	240,417	1.43%
Billed In-house Mileage	(365,453)			(365,453)	-2.11%
Office Travel	389,941	(9,619)	L	376,122	2.17%
Subscriptions, Library Material	44,007			44,007	0.26%
Dues	90,229	(9,821)	M	80,408	0.46%
Donations	29,099	(29,099)	N		0.00%
Professional Licenses	13,547			13,547	0.08%
Postage, Couriers, Freight	37,160			37,160	0.21%
Training/Education	345,614	(15,056)	O	330,558	1.91%
Field Equipment/Supplies	24,142			24,142	0.14%
Survey Equipment/Supplies	25,675			25,675	0.15%
Health & Safety Equipment/Supplies	3,113			3,113	0.02%
Electrical Equipment/Supplies	1,250			1,250	0.01%
Billed In-house Equipment	(122,180)	(89,713)	P	(211,893)	-1.22%
Office Furniture	8,554			8,554	0.05%
Office Equipment	416,670			416,670	2.40%
Computer Supplies/Software	1,242,096	(8,260)	Q	1,235,798	7.12%
Billed In-house Computer Charges	(35,048)			(35,048)	-0.20%
Recruiting Costs	28,072	(10)	R	28,062	0.16%
Payroll, Legal & Audit	207,826	(17,203)	S	190,623	1.10%
Temporary Labor	59,039			59,039	0.34%
Consulting Services	431,407	(5,498)	T	425,909	2.45%
Employee Relocation Costs	10,655			10,655	0.06%
Bad Debts	90,750	(90,750)	U		0.00%
Office Moving/Remodeling	10,044			10,044	0.10%
Personal Property Taxes	78,552			78,552	0.45%
Utilities/Building Maintenance	182,539			182,539	1.05%
Interest, Bank Charges	9,300	(959)	V	8,411	0.05%
Total General Overhead	24,893,567	(701,967)		23,991,600	138.29%
Total Overhead Costs	\$ 35,252,183	\$ (717,232)		\$ 34,534,951	199.86%
Overhead Rate (Less FCC)	203.20%			199.86%	
Facilities Cost of Capital		\$ 132,889	W	132,889	0.76%
				\$ 34,667,840	
Overhead Rate (Includes FCC)				199.03%	

See accompanying notes.

(Continued)

PARAMETRIX, INC. AND SUBSIDIARY

*Consolidated Statement of Direct Labor, Fringe Benefits and General Overhead (Continued)
For the Fiscal Year Ended December 30, 2011*

References

Parametrix Adjustments

Parametrix Inc. Overhead Audited by Clark Nuber

- A. Legal costs incurred in defense of contract performance issues per 48 CFR 31.205-47(f)(5)(A); Collection costs unallowable per 48 CFR 31.205-3; Direct project costs unallowable per 48 CFR 31.202(a).
- B. Share value based bonuses unallowable per 48 CFR 31.205-6(i); Personal vehicle use unallowable per 48 CFR 31.205-6(m)(2); Unallowable prior period compensation 31.205-6(a).
- C. Trade show salary cost unallowable per 48 CFR 31.205-1(f)(2); Sponsorship cost unallowable per 48 CFR 31.205-1(f)(3).
- D. Advertising unallowable per 48 CFR 31.205-1(b).
- E. Excess lodging and per diem unallowable per 48 CFR 31.205-14, 31.205-46; Entertainment unallowable per 48 CFR 31.205-14.
- F. Fringe benefits associated with labor deemed unallowable per 48 CFR 31.201-6(e)(2).
- G. Gifts unallowable per 48 CFR 31.205-13(b).
- H. Entertainment unallowable per 48 CFR 31.205-14; Excess per diem unallowable per 48 CFR 31.205-46.
- I. Advertising unallowable per 48 CFR 31.205-1(b).
- J. Local meals unallowable per 48 CFR 31.205-14.
- K. Personal use portion of vehicle allowance per 48 CFR 31.205-6(m)(2).
- L. Excess lodging and per diem unallowable per 48 CFR 31.205-46; Entertainment unallowable per 48 CFR 31.205-14.
- M. Dues to social clubs unallowable per 48 CFR 31.205-1(f)(7), 31.205-14; Lobbying unallowable per 48 CFR 31.205-22.
- N. Donation unallowable per 48 CFR 31.205-8.
- O. Excess per diem unallowable per 48 CFR 31.205-46; Alcohol unallowable per 48 CFR 31.205-51.
- P. Direct project costs unallowable per 48 CFR 31.202(a).
- Q. Direct project costs unallowable per 48 CFR 31.202(a).
- R. Excess lodging and per diem unallowable per 48 CFR 31.205-46.
- S. Legal costs incurred in defense of contract performance issues per 48 CFR 31.205-47(f)(5)(A); 31.201-6(a); Direct project costs unallowable per 48 CFR 31.202(a).
- T. Direct project costs unallowable per 48 CFR 31.202(a).
- U. Bad debt unallowable per 48 CFR 31.205-3.
- V. Interest unallowable per 48 CFR 31.205-20; Penalties unallowable per 48 CFR 31.205-15(a).
- W. Cost of money adjustments per 48 CFR 31.205-10(a).

See accompanying notes.

Exhibit H Title VI Assurances

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees, and successors in interest agrees as follows:

1. **Compliance with Regulations:** The CONSULTANT shall comply with the Regulations relative to non-discrimination in federally assisted programs of the AGENCY, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the "REGULATIONS"), which are herein incorporated by reference and made a part of this AGREEMENT.
2. **Non-discrimination:** The CONSULTANT, with regard to the work performed during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of sub-consultants, including procurement of materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the REGULATIONS, including employment practices when the AGREEMENT covers a program set forth in Appendix B of the REGULATIONS.
3. **Solicitations for Sub-consultants, Including Procurement of Materials and Equipment:** In all solicitations either by competitive bidding or negotiations made by the CONSULTANT for work to be performed under a sub-contract, including procurement of materials or leases of equipment, each potential sub-consultant or supplier shall be notified by the CONSULTANT of the CONSULTANT'S obligations under this AGREEMENT and the REGULATIONS relative to non-discrimination on the grounds of race, color, sex, or national origin.
4. **Information and Reports:** The CONSULTANT shall provide all information and reports required by the REGULATIONS or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by AGENCY, STATE or the Federal Highway Administration (FHWA) to be pertinent to ascertain compliance with such REGULATIONS, orders and instructions. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, the CONSULTANT shall so certify to the AGENCY, STATE or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Non-compliance:** In the event of the CONSULTANT'S non-compliance with the non-discrimination provisions of this AGREEMENT, the AGENCY shall impose such AGREEMENT sanctions as it, the STATE or the FHWA may determine to be appropriate, including, but not limited to:
 - Withholding of payments to the CONSULTANT under the AGREEMENT until the CONSULTANT complies, and/or;
 - Cancellation, termination, or suspension of the AGREEMENT, in whole or in part

6. Incorporation of Provisions: The CONSULTANT shall include the provisions of paragraphs (1) through (5) in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the REGULATIONS, or directives issued pursuant thereto. The CONSULTANT shall take such action with respect to any sub-consultant or procurement as the AGENCY, STATE or FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance.

Provided, however, that in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a sub-consultant or supplier as a result of such direction, the CONSULTANT may request the AGENCY and the STATE enter into such litigation to protect the interests of the AGENCY and the STATE and, in addition, the CONSULTANT may request the United States enter into such litigation to protect the interests of the United States.

Exhibit I
Payment Upon Termination of Agreement
By the Agency Other Than for
Fault of the Consultant

(Refer to Agreement, Section IX)

Lump Sum Contracts

A final payment shall be made to the CONSULTANT which when added to any payments previously made shall total the same percentage of the Lump Sum Amount as the work completed at the time of termination is to the total work required for the PROJECT. In addition, the CONSULTANT shall be paid for any authorized extra work completed.

Cost Plus Fixed Fee Contracts

A final payment shall be made to the CONSULTANT which when added to any payments previously made, shall total the actual costs plus the same percentage of the fixed fee as the work completed at the time of termination is to the total work required for the Project. In addition, the CONSULTANT shall be paid for any authorized extra work completed.

Specific Rates of Pay Contracts

A final payment shall be made to the CONSULTANT for actual hours charged at the time of termination of this AGREEMENT plus any direct nonsalary costs incurred at the time of termination of this AGREEMENT.

Cost Per Unit of Work Contracts

A final payment shall be made to the CONSULTANT for actual units of work completed at the time of termination of this AGREEMENT.

Exhibit K

Consultant Claim Procedures

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

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

Step 1 – Consultant Files a Claim with the Agency Project Manager

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

The consultant's claim must outline the following:

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

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

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

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

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

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

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

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

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

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

Step 5 – Informing Consultant of Decision Regarding the Claim

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

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

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

Exhibit M-1(a)
Certification Of Consultant

Project No. _____
Local Agency Bonney Lake

I hereby certify that I am Austin R. Fisher, P.E. and duly authorized representative of the firm of Parametrix, Inc. whose address is 1019 39th Avenue SE, Suite 100, Puyallup, WA 98374 and that neither I nor the above firm I here represent has:

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

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

2/28/2013

Date


Signature

Exhibit M-1(b)
Certification Of Agency Official

I hereby certify that I am the AGENCY Official of the Local Agency of City of Bonney Lake, Washington, and that the consulting firm or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this AGREEMENT to:

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

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

Date

Signature

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

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

Consultant (Firm): Parametrix, Inc.

2/28/2013

(Date)


(Signature) President or Authorized Official of Consultant

Exhibit M-3
Certification Regarding The Restrictions
of The use of Federal Funds for Lobbying

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

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

Consultant (Firm): Parametrix, Inc.

2/28/2013

(Date)



(Signature) President or Authorized Official of Consultant

Exhibit M-4
Certificate of Current Cost or Pricing Data

This is to certify that, to the best of my knowledge and belief, the cost or pricing data (as defined in section 15.401 of the Federal Acquisition Regulation (FAR) and required under FAR subsection 15.403-4) submitted, either actually or by specific identification in writing, to the contracting officer or to the contracting officer's representative in support of Fennel Creek Trail Ph 2: Construction Staking * are accurate, complete, and current as of February 28, 2013 **. This certification includes the cost or pricing data supporting any advance agreements and forward pricing rate agreements between the offeror and the Government that are part of the proposal.

Firm Parametrix, Inc.
Name Austin R. Fisher, P.E. 
Title Sr. Consultant
Date of Execution*** _____

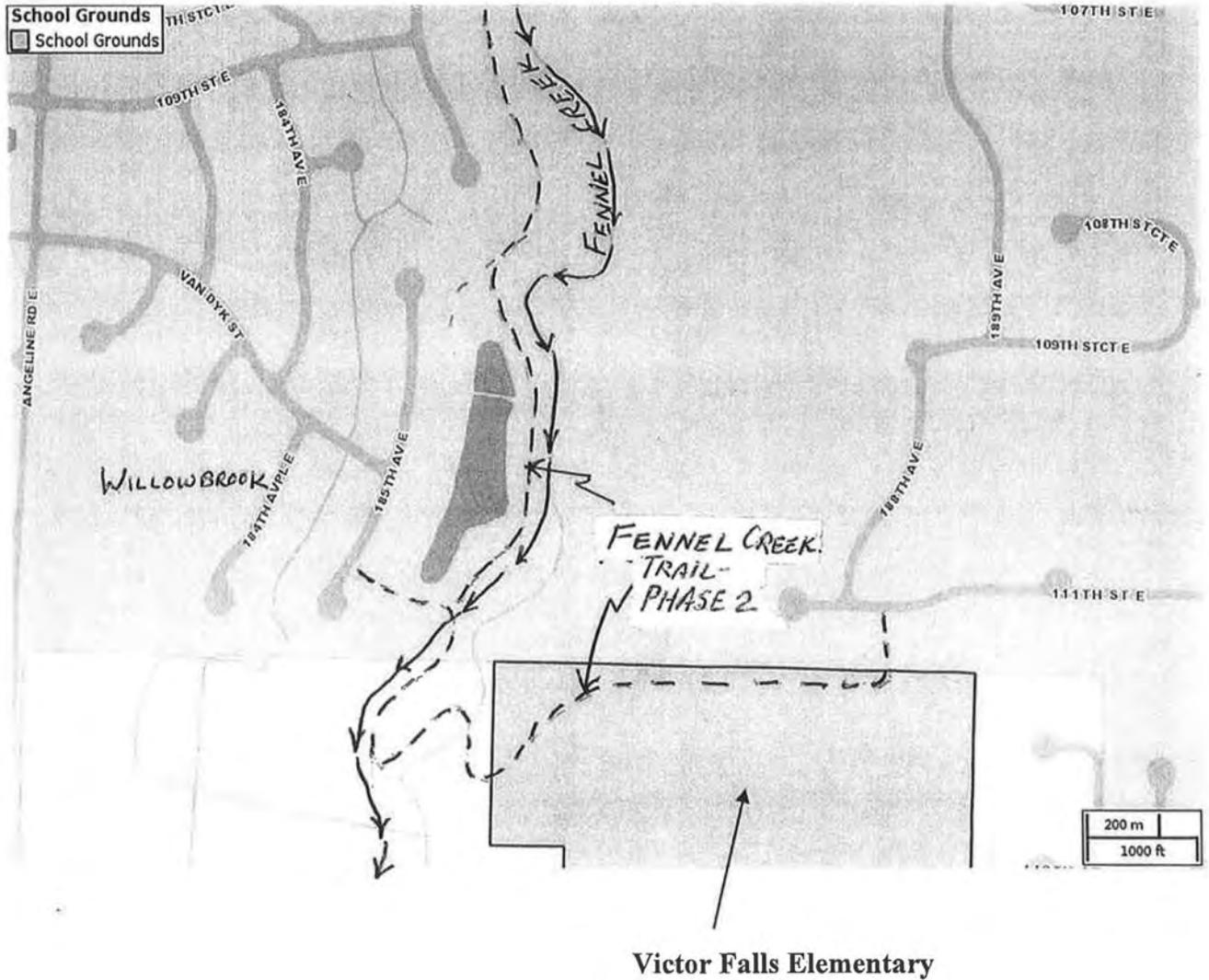
* Identify the proposal, quotation, request for price adjustment, or other submission involved, giving the appropriate identifying number (e.g., RFP No.).

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

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

Fennel Creek Trail – Phase 2

Vicinity Map



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

Department/Staff Contact: Public Works / Dan Grigsby	Meeting/Workshop Date: 23 April 2013	Agenda Bill Number: AB13-52
Agenda Item Type: Resolution	Ordinance/Resolution Number: 2295	Councilmember Sponsor:

Agenda Subject: Conversion of Water Supply Purchase from Cascade Water Alliance to Tacoma Public Utility

Full Title/Motion: A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing The Mayor To Initiate Action To Convert Water Supply Purchased From Cascade Water Alliance (Cascade) To Tacoma Public Utility (Tacoma Water) .

Administrative Recommendation: Recommend Approval

Background Summary: In December 2012 Cascade and Tacoma Water finalized an agreement that allows Bonney Lake to purchase water directly from Tacoma Water as a wholesale customer. In 2010, Cascade entered into an agreement to sell Tacoma Water that it had paid SDCs on (in 2005) to the cities of Bonney Lake, Auburn, Sumner and Buckley. The SDC cost paid by the City of Bonney Lake will be less than the SDC that Cascade paid Tacoma Water. This is a substantial savings for Bonney Lake compared to paying SDCs directly to Tacoma Water. Bonney Lake has also been offered, by Tacoma Water, an opportunity to convert a four month 2 MGD water supply into a 12 month water supply for one payment of \$391,222 (in 2019), an offer the City should not hesitate to accept! The first step in this conversion process is for the Mayor to sign a Confirmation Notice (NLT 23 July 2013) sent to Cascade requesting a SDC Credit. See attached PW Director memo for additional details. Rather than having Cascade be a middle man, it is more efficient to purchase water directly from Tacoma Water in the future.

Attachments: Resolution 2295, PW Director Memo, Cascade-Tacoma Water ltr of 11 February 2013, Terms for 4 Cities Substitute Supply Offer, Cascade ltr of 29 March 2011, Confirmation Notice to Cascade

BUDGET INFORMATION			
Budget Amount	Current Balance	Required Expenditure	Budget Balance
n/a		0	
Budget Explanation:			

COMMITTEE, BOARD & COMMISSION REVIEW			
Council Committee Review:	Community Development Date: 2 April 2013	<i>Approvals:</i> Chair/Councilmember Randy McKibbin Councilmember James Rackley Councilmember Katrina Minton-Davis	Yes No <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
	Forward to:	Consent Agenda:	<input type="checkbox"/> Yes <input type="checkbox"/> No
Commission/Board Review:			
Hearing Examiner Review:			

COUNCIL ACTION	
Workshop Date(s): 16 April 2013	Public Hearing Date(s):
Meeting Date(s): 23 April 2013	Tabled to Date:

APPROVALS		
Director: <i>D. L. Grigsby, P.E.</i>	Mayor:	Date Reviewed by City Attorney: (if applicable):

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RESOLUTION NO. 2295

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
BONNEY LAKE, PIERCE COUNTY, WASHINGTON,
AUTHORIZING THE MAYOR TO INITIATE ACTION TO
CONVERT THE WATER SUPPLY PURCHASED FROM CASCADE
WATER ALLIANCE INTO A TACOMA WATER SUPPLY**

Whereas, the City of Bonney Lake has contracted for a 2 MGD (four month peak demand period) offered by Cascade Water Alliance (“Cascade”) in the 2010 Cascade agreement with the Four Cities; and

Whereas, this Cascade water supply was purchased from Tacoma Water in 2005; and

Whereas, Cascade and Tacoma Water entered into an agreement on 31 December 2012 that allows the Four Cities to convert their water supply purchase from Cascade into a Wholesale Water Supply Agreement with Tacoma Water at lower System Development Charge (SDC) than paid by Cascade to Tacoma Water in 2005; and,

Whereas, Tacoma Water has offered the City of Bonney Lake an opportunity to increase the 2 MGD (four month peak demand period) water supply into a year round water supply for a one-time SDC charge of \$391,222 (paid in 2019); and,

Whereas, the City of Bonney Lake has built a Water Booster Pump Station next to Tacoma Water’s transmission line #1, at Prairie Ridge Road, that can use this additional 2 MGD water supply year round; and,

Whereas, finding an additional 2 MGD year round water right in the White River drainage basin has not been successful;

Now therefore, be it resolved;

that the City Council of the City of Bonney Lake, Washington, does hereby authorize the Mayor to sign the attached Confirmation Notice to be delivered to Cascade Water Alliance. Further, the City Council authorizes the Mayor to negotiate agreements with Tacoma Water and Cascade Water Alliance that provide a 2 MGD (year round) water supply from Tacoma Water’s transmission line #1.

PASSED by the City Council this 23rd day of April, 2013.

Neil Johnson Jr., Mayor

ATTEST:

Harwood T. Edvalson, MMC, City Clerk

APPROVED AS TO FORM:

Kathleen Haggard, City Attorney

Confirmation Notice
To Be Delivered to Cascade Water Alliance

The City of Bonney Lake ("City") confirms receipt of the letter, dated February 11, 2013, from Cascade Water Alliance ("Cascade") and Tacoma Water presenting the availability of a substitute wholesale water supply ("Substitute Supply").

The City understands that the Substitute Supply is an alternative to the provisions of Section 3(a) of the 2010 Lake Tapps Area Water Resources Agreement between Cascade and the Cities of Auburn, Bonney Lake, Buckley, and Sumner (the "Four Cities Agreement"). The City understands that the Substitute Supply requires the City to enter a wholesale water supply agreement with Tacoma Water to be negotiated and offered to Tacoma Water by March 1, 2018 as described in the above-referenced letter.

The City understands that Cascade Water Alliance is offering to sell a System Development Charge Credit to the City on the terms and conditions stated on Exhibit 1 attached hereto, provided that by March 1, 2018 Cascade and the City need to enter an agreement to confirm the purchase and sale and Cascade's provisions of a Notice of Confirmation of System Development Charge ("SDC") Credit to Tacoma Water.

Now, therefore, the City of Bonney Lake hereby confirms and agrees as follows:

- (a) The City elects the "Substitute Supply" opportunity described herein as an alternative that fully substitutes for section 3(a) of the Four Cities Agreement.
- (b) The City provides this Confirmation Notice with respect to the following portion of the Substitute Supply:
 - 4 MGD wholesale supply: 2 MGD (with a 1.33 peak factor)
 - 6 MGD wholesale supply: _____
- (c) By selecting the "Substitute Supply" alternative, the City agrees that Cascade has fully performed and satisfied all obligations to the City under 3(a) of the Four Cities Agreement.
- (d) The City agrees that section 3(a) of the Four Cities Agreement shall be of no further force or effect as between Cascade and the City.
- (e) The City and Cascade shall proceed with diligence to negotiate an agreement for purchase of an SDC Credit consistent with the terms outlined in Exhibit 1.

CONFIRMED, ACCEPTED AND AGREED TO BY THE CITY OF BONNEY LAKE on this 23rd day of April, 2013:

By: _____

Neil Johnson, Mayor



Memorandum From
Daniel L. Grigsby, P.E.
Director, Public Works Department

April 4, 2013

To: Mayor and City Council

Subject: Conversion from Cascade Water Alliance (Cascade) to Tacoma Water Supply

This memo will summarize the background and benefits to changing the 2 MGD water supply we have “contracted for” from Cascade into a Tacoma Water supply. Both Cascade and Tacoma Water are recommending we do this in order to make future water supply use and payment more efficient. There is no need to have Cascade in the middle when we are taking water from the Tacoma Water system. This conversion to the substitute supply offered by Tacoma Water will result in the same amount of SDC charges Bonney Lake has already negotiated to pay Cascade. This is a win-win for all parties.

1. February 1, 2005. City of Bonney Lake Resolution 1379, authorized Mayor to purchase 2 MGD (year round) water supply from Tacoma Water.
Cost = Principal + Interest (Prime minus 2%) = \$5,776,598 + \$925,000 = **\$6,701,598**.
TPU current loan balance is \$924,255. The remaining two payments in 2014 and 2015 (\$462,128 plus interest TBD) will close out this loan.
2. October 28, 2008. City of Bonney Lake Resolution 1841, authorized Mayor to purchase 4 MGD (year round) water supply from Tacoma Water. Cost = **\$11,548,000** (\$5,774,000 for 2 MGD) plus loan interest (~\$1,850,000). The Tacoma Public Utility Board declined this offer.
3. January 26, 2010. City of Bonney Lake Resolution 2009, authorized Mayor to sign the 2010 Lake Tapps Area Water Resources Agreement (“Cascade-Four City Agreement”).
4. February 1, 2010. Cascade-Four City Agreement Signed. Provided various water supply and water right purchase options to the Four Cities.
5. February 5, 2010. Four City letter to Cascade allocating water supply needs of each city and allocation of water offered in the Cascade-Four City Agreement. Bonney Lake indicated desire to purchase 2 MGD (Peak, June through September) from Cascade TPU supply.
6. March 29, 2011. Cascade confirmed wholesale purchase requested by Bonney Lake for 2 MGD (Peak Season Only). SDC payment to Cascade would be **\$2,747, 334**. Installment payments (without interest) would occur as follows:
 - a. \$200,000 annually in 2011 and 2012
 - b. \$391,222 annually in 2013 through 2018
 - c. Water supply would not be available for use by the city until the total SDC is paid.

8720 Main Street E.
P.O. Box 7380
Bonney Lake, WA 98391-0944

Page 1 of 2

(253) 447-4347
FAX (253)826-1921
grigsbyd@ci.bonney-lake.wa.us

7. December 31, 2012. Amendment to the 2005 Cascade Water Alliance and Tacoma Water Wholesale Agreement was signed. Reached agreement on sale of Substitute Water Supply from Tacoma Water to the Four Cities.
8. February 11, 2013 joint letter from Cascade and Tacoma Water.
 - a. Notified Four Cities of the process and timing for Cities to convert Cascade water supply purchases to a substitute supply for Wholesale Water from Tacoma Water. A 120-day window was established for the Four Cities to submit a Confirmation Notice to accept this supply. Each city using the substitute Tacoma Water supply would need to conclude a Wholesale Water Agreement with Tacoma Water and a Purchase and Sale Agreement with Cascade by March 1, 2018.
 - b. A Special Agreement is offered to the City of Bonney Lake only due to the city's "contract" to purchase a 2 MGD (peak season only; four months) water supply from Cascade. Tacoma Water offers, for a 90-day period, to sale the remainder of the year (8 months) 2 MGD water supply to Bonney Lake for \$391,222 to be paid in 2019 to Cascade.
9. March 25, 2013. Cascade, Tacoma Water, and Four Cities met to discuss the February 11 letter. All agreed that this was a win-win proposal.
 - a. This meeting started the 120-day window (ending July 23, 2013) for each city to submit a Confirmation Notice to Cascade. This notice will allow the cities to reimburse Cascade for SDCs paid to Tacoma Water in 2005. Cascade offers 9.3 MGD Average Annual Demand supply and a Peak Supply of 11.3 MGD. This is offered as a year round supply with a peak ratio of up to 1.33.
 - b. The SDC charged to the Cities by Cascade would be 75% of the SDC originally paid by Cascade to Tacoma Water during this 120-day window. The incentive for Cascade is to close out the agreement with the Four Cities.
 - c. **1 MGD Annual with a 1.33 peaking factor. Cost to all Four Cities = \$3,090,750.**
 Cost for 1 MGD Annual with no peak season supply (8 months) = \$2,377,500.
 Cascade Financing Available at payment of 20% with 3.3% interest for five years.
 - d. **Special Agreement with City of Bonney Lake:**
 - i. 2 MGD Peak Season (June-September) with 0.7 MGD Annual Capacity.
 Cost = **\$2,747, 334.**
 - ii. 2 MGD (Peak Season) with 1.5 MGD Annual Capacity.
 Cost Increase = **\$391,222 paid in 2019.**
 - iii. **Total 2 MGD (peak demand) with Year Round Supply = \$3,138,556.**
 - iv. No interest is charged for the annual installment payments presented in paragraph five above.
 - v. A one-time good deal with a 90-day window (starting approximately 23 April 2013) for the City to take advantage of.

As said in the Godfather movies several years ago, "Cascade Is Making An Offer You Can't Refuse" ☺



March 29, 2011

Daniel L. Grigsby, PE
Public Works Director
City of Bonney Lake
8720 Main Street E
PO Box 7380
Bonney Lake, WA 98391

Board of Directors

Chair
Lloyd Warren
Commissioner,
Sammamish Plateau
Water & Sewer District

Vice Chair
John Marchione
Mayor, City of Redmond

Secretary/Treasurer
Jim Haggerton
Mayor, City of Tukwila

Grant Degginger
Councilmember, City of
Bellevue

David Knight
Commissioner,
Covington Water District

John Traeger
Council President, City of
Issaquah

Penny Sweet
Deputy Mayor, City of
Kirkland

Jon Ault
Commissioner, Skyway
Water & Sewer District

Chief Executive Officer

Chuck Clarke

Dear Dan:

Thank you for your recent correspondence and discussion concerning the City of Bonney Lake's (the City) desire to purchase wholesale water from Cascade in accordance with section 3.a of the 2010 Lake Tapps Area Water Resources Agreement among the Cities of Auburn, Bonney Lake, Buckley and Sumner and the Cascade Water Alliance (the 2010 Water Resources Agreement). This letter is to confirm the wholesale purchase requested by the City and to propose the next steps that would lead to the development of the agreements necessary to implement such wholesale purchase, including agreements between Bonney Lake, Cascade, and Tacoma.

Cascade understands that the City would like to enter into agreements that provide for:

- The City to purchase 2.0 MGD Peak Season capacity from the Permanent Supply available to Cascade pursuant to Cascade's 2005 Agreement for the Sale of Wholesale Water between Cascade and the City of Tacoma (the Tacoma Wholesale Agreement)
- Payment to Cascade, by the City, of an amount equal to the System Development Charge (SDC) paid by Cascade to Tacoma pursuant to the Tacoma Wholesale Agreement, adjusted to reflect the Peak Season only purchase, in the amount of \$2,747,334 (\$1,373,667 per Peak Season MGD purchased)
- The adjusted SDC would be paid in the following installments -
 - \$200,000 annually in 2011 and 2012
 - \$391,222 annually in 2013 through 2018
 - Annual payments due on or before June 1 of each year
- Wholesale water to be available for use by the City on June 1, 2018, unless the City and Cascade agree on an earlier availability date and an installment schedule that provides for full payment of the adjusted SDC prior to the earlier availability date.

Cascade is preparing draft agreements to implement this purchase, including a draft water sales agreement between Bonney Lake and Cascade. Since the City does

11400 SE 8th Street — Suite 440 — Bellevue, WA 98004
Phone: 425.453.0930 — Fax: 425.453.0953
Website: www.cascadewater.org

Mr. Dan Grigsby
March 29, 2011
Page 2 of 2

not anticipate utilizing water under this purchase until June 2018, this sales agreement will not contain detailed operational provisions necessary prior to delivery of water. Those more specific operational terms will be included in one of the subsequent agreements necessary to implement the wholesale purchase. The sales agreement will however specify the following general operational parameters, and provide for addition of operating provisions prior to the availability date:

- Delivery of wholesale water at the City's booster pump station with service off Tacoma Pipeline 1;
- Direct coordination on delivery schedule and other operational matters between the City and Tacoma;
- Payment for wholesale water actually delivered to the City at the rate established in section 9.1 of the Tacoma Wholesale Agreement (the Tacoma wholesale water service rate plus the readiness to serve charge);

Cascade anticipates having a complete draft water sales agreement within the next two weeks and will forward the draft to the City for review. We will be available to meet with the City to discuss any issues related to the drafts and to develop a schedule for finalization of the agreement and obtaining necessary approvals.

If you have any questions please contact me or Michael Gagliardo, Director of Planning at 425-453-1503.

Sincerely,



Chuck Clarke
Chief Executive Officer

CC: Michael Gagliardo
Ed Cebren
Scott Hardin
Adam Gravley



February 11, 2013

The Honorable Pete Lewis
City of Auburn
25 West Main Street
Auburn, WA 98001

The Honorable Pat Johnson
City of Buckley
933 Main Street
Buckley, WA 98321

The Honorable Neil Johnson
City of Bonney Lake
19306 Bonney Lake Blvd.
Bonney Lake, WA 98391

The Honorable Dave Enslow
City of Sumner
1104 Maple Street
Sumner, WA 98390

Re: Cascade Water Alliance and Tacoma Water Substitute Wholesale Water Supply
Availability – Time is of the Essence (*Sent by Email and US Mail*)

Dear Mayors:

As you may be aware, the Cascade Water Alliance and City of Tacoma have been in ongoing discussions about potential changes to the 2005 Water Supply Agreement. In late 2012 a new agreement was reached and signed which benefits not only Tacoma and Cascade but also the Four Cities of Auburn, Bonney Lake, Buckley and Sumner. This new agreement preserves the right of the four cities under the 2009 Cascade/Four Cities Agreement and allows a new time sensitive supply option to be jointly offered to the four cities from Cascade and Tacoma.

The Cascade Water Alliance (Cascade), in cooperation with Tacoma Water, is offering the availability of a substitute wholesale water supply (“Substitute Supply”) and to provide this notice of a limited period of time for your Cities to take action on this unique opportunity. Cascade and Tacoma have entered into a Restated and Amended Agreement for the Sale of Wholesale Water, which replaces the 2005 agreement between the parties for purchase and sale of wholesale water. The 2005 agreement is included as one of the “water supply assistance” measures in the 2010 Lake Tapps Area Water Resources Agreement between Cascade and your cities (the “Four Cities Agreement”).

In the Restated and Amended Agreement, Cascade has agreed to relinquish its right to take delivery of the Substitute Supply. This water is now available to the Cities to purchase directly from Tacoma as a wholesale customer. Cascade has, however, previously paid capacity charges for this wholesale water supply. If your City now desires to purchase the Substitute Supply directly from Tacoma and takes action described in this letter, Cascade is willing to sell your City a credit (reflecting the amounts that Cascade has previously paid to Tacoma) that can be

applied against System Development Charges that would otherwise be due to Tacoma ("SDC Credit"). The amount and availability of any SDC Credit will be determined by Cascade in accordance with the terms set forth in the Confirmation Notice that is attached to this letter. You must act promptly, however, in order to secure the opportunity to obtain an SDC Credit from Cascade.

This letter provides Cascade's formal notice of the limited window of time for your City to act, the Confirmation Notice that you must return to Cascade to apply for a SDC Credit, and general guidance as to how Cascade and Tacoma intend to cooperate to facilitate the implementation of the Restated and Amended Agreement.

Limited Time to Act

You must act within 120 days from the first meeting of Tacoma, Cascade and the Four Cities to confirm your interest in this opportunity by delivering a signed "Confirmation Notice" to Cascade in the form attached to this letter. This opportunity expires at the end of 120 days. During this 120-day period, the quantity allocation among and between the Four Cities as stated in the Four Cities letter to Cascade, dated February 5, 2010, shall be recognized by Cascade and shall determine the maximum allocation of the Substitute Supply (and the Residual Wholesale Water Supply) among the Cities (unless the Four Cities jointly agree to reallocation in accordance with the Four Cities Agreement). A City has until the expiration date to deliver an executed Confirmation Notice to Cascade. If you select this opportunity by acting within the 120 days, then you have until March 1, 2018 to purchase (or agree to purchase) an SDC Credit from Cascade. (In anticipation of the required steps with Tacoma described below, it is advisable for your City to complete the SDC purchase agreement with Cascade in advance of March 2018 to allow your City adequate time for the Tacoma steps.) If you select this opportunity by acting within the 120 days, then you will also have until March 1, 2018 to submit a Wholesale Water Agreement with Tacoma that is eligible for the SDC Credit.

If you do not confirm your selection by delivering a Confirmation Notice to Cascade by the deadline, then you decline the Substitute Supply opportunity stated in this letter. In that event, you will still be able to purchase wholesale water supply (if any water supply capacity remains available) from Tacoma on terms consistent with Section 3(a) of the Four Cities Agreement. However, you will not be eligible for an SDC Credit.

Next Steps with Cascade

If you deliver the Confirmation Notice within the 120-day deadline stated above and select this Substitute Supply opportunity, then you will need to complete the following steps with Cascade:

- (a) Confirmation to Cascade that your City will proceed with the Substitute Supply opportunity stated herein, and that it fully substitutes for Section 3(a) of the Four Cities Agreement which will have no further force or effect.
- (b) Agree with Cascade for payment terms to Cascade for the SDC credit.

- (c) Upon completion of the items in (a) and (b) above, Cascade will send Notice of Confirmation of System Development Charge Credit to Tacoma.

Next Steps with Tacoma Water

If you deliver the Confirmation Notice to Cascade within the deadline stated above and select this opportunity, then you would also need to complete the following steps with Tacoma in order to submit a timely offer to purchase all or a portion of the Substitute Supply. The procedures and requirements that must be followed to submit such an offer are set forth in Section 6 and Section 7 of the Restated and Amended Agreement (attached for reference). It is important to read these procedures and requirements carefully as any offer you make must be in strict compliance with these procedures and requirements. These procedures and requirements are briefly summarized as follows:

- (a) In order to obtain a SDC Credit, Tacoma must be in receipt of a Notice of Confirmation of System Development Charge Credit from Cascade.
- (b) Prior to submitting your offer to purchase water from Tacoma, you must obtain Tacoma's written review and approval of the Wholesale Water Supply Agreement (including any proposed modifications thereof) pursuant to which such offer is to be made to Tacoma.
- (c) Your offer to Tacoma must be submitted in the form of duplicate executed originals of the Wholesale Water Supply Agreement, in strict conformity with the form of the Wholesale Water Supply Agreement approved by Tacoma.
- (d) No later than March 1, 2018, you must deliver your offer to Tacoma, Attention: Water Superintendent, Tacoma Water, 3628 South 35th Street, Tacoma, WA 98409, and obtain Tacoma's acknowledgment of the time and date of Tacoma's receipt of such offer.

Clarifications

While we are pleased to present this opportunity to your City, we want to avoid any confusion as to what this opportunity is and is not. For avoidance of doubt, this letter does not constitute a modification or waiver of any of the procedures or requirements set forth in the Restated and Amended Agreement. This letter does not constitute an offer by Tacoma to sell a wholesale water supply to any person or entity. Any such sale by Tacoma is subject to and contingent upon the negotiation, execution and delivery of a mutually acceptable Wholesale Water Supply Agreement.

Conclusion

Cascade and Tacoma are pleased to provide the availability of Substitute Supply, and look forward to receiving your offer to purchase, should you desire to do so, in accordance with the

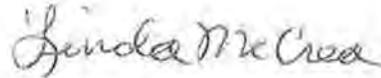
Joint Letter to the Four Cities
February 11, 2013
Page 4

guidelines set forth above. We will be contacting your office within the next week to schedule a meeting to present and discuss this opportunity.

Sincerely,



Chuck Clarke
Chief Executive Officer
Cascade Water Alliance



Linda A. McCrea
Superintendent
Tacoma Water

Confirmation Notice

To Be Delivered to Cascade Water Alliance 120 days From the First Meeting of Tacoma,
Cascade and The Four Cities

The City of _____ (“City”) confirms receipt of the letter, dated _____, from Cascade Water Alliance (“Cascade”) and Tacoma Water presenting the availability of a substitute wholesale water supply (“Substitute Supply”). The City understands that the Substitute Supply is an alternative to the provisions of Section 3(a) of the 2010 Lake Tapps Area Water Resources Agreement between Cascade and the Cities of Auburn, Bonney Lake, Buckley, and Sumner (the “Four Cities Agreement”). The City understands that the Substitute Supply requires the City to enter a wholesale water supply agreement with Tacoma Water to be negotiated and offered to Tacoma Water by March 1, 2018 as described in the above-referenced letter. The City understands that Cascade Water Alliance is offering to sell a System Development Charge Credit to the City on the terms and conditions stated on Exhibit 1 attached hereto, provided that by March 1, 2018 Cascade and the City need to enter an agreement to confirm the purchase and sale and Cascade’s provision of a Notice of Confirmation of System Development Charge (“SDC”) Credit to Tacoma Water.

Now, therefore, the City of _____ hereby confirms and agrees as follows:

- (a) The City elects the “Substitute Supply” opportunity described herein as an alternative that fully substitutes for section 3(a) of the Four Cities Agreement.
- (b) The City provides this Confirmation Notice with respect to the following portion of the Substitute Supply:
 - 4 MGD wholesale supply: _____
 - 6 MGD wholesale supply: _____
- (c) By selecting the “Substitute Supply” alternative, the City agrees that Cascade has fully performed and satisfied all obligations to the City under 3(a) of the Four Cities agreement.
- (d) The City agrees that section 3(a) of the Four Cities Agreement shall be of no further force or effect as between Cascade and the City.
- (e) The City and Cascade shall proceed with diligence to negotiate an agreement for purchase of an SDC Credit consistent with the terms outlined in Exhibit 1.

CONFIRMED, ACCEPTED AND AGREED TO BY THE CITY OF _____ on
this _____ day of _____, 2013:

By _____

[Name]
Mayor

TERMS FOR 4 CITIES SUBSTITUTE SUPPLY OFFER

- I. This offer is structured to fulfill Cascade's obligations to make available Tacoma water as described in the existing "4 Cities Agreement ". Availability of the terms of this offer is contingent upon written acceptance of the substitution of this supply offer for the commitment defined in Section 3.a of that 4 Cities Agreement specifically:
 - a. Paragraph 3A, providing options for purchase of Cascade's contracted Tacoma supply capacity, is replaced by the substitute capacity offer defined in this proposal.
 - b. Paragraph 3A is confirmed in writing to be fully satisfied by acceptance of this substitute capacity offer.
 - c. Upon expiration of the substitute capacity offer on December 31, 2017, all Cascade obligations to make Tacoma water available are deemed fulfilled and terminated.
 - d. The substitute capacity offer must be accepted and executed no later than 120 days from the first meeting of Tacoma, Cascade and the Four Cities and the offer is withdrawn after expiration date. [Actual commitment to purchase water under those terms, once accepted, can occur anytime through 2017 as further delineated in section II.c below.]
- II. **Substitute Capacity Offer**
 - a. The following capacity is made available:
 - i. 9.3 mgd of average supply and a peak supply of 11.3 mgd. [This is the remaining available capacity of Cascade's purchases from Tacoma.]
 - ii. Cascade offers all capacity as firm and permanent. Cascade will be responsible for any transactions needed to convert reserve capacity to permanent capacity.
 - iii. All capacity will be offered as year-round capacity with the following structure: for each 1 mgd of year-round capacity, a peak season ratio of up to 1.33 will be available for purchase. The peak: annual ratio of 1.33:1.0 is based on the Tacoma capacity owned by Cascade, which originally totaled 10 mgd annual average and 13.3 mgd peak season. Cities may elect peak ratios ranging from 1.0 to 1.33, subject to total capacity limits defined in the attached table.
 - iv. Tacoma will provide wholesale service contingent on execution of a wholesale supply agreement defining terms for service and related charges. A sample agreement form is provided.
 - b. The following price and financial terms are offered:
 - i. Capacity will be offered at a price of 75% of the SDC (\$3.17 per gallon * 75% = \$2.3775 per gallon) originally paid by Cascade. This charge will apply to annual capacity and to incremental peak season capacity.
 1. For example, for a purchase of 1 mgd annual / 1.3 mgd peak season, the cost will be 1 mgd * \$2.3775 million + 0.3 mgd * \$2.3775 million = \$3,090,750. A purchase of 1 mgd annual with no peak season increment would cost \$2,377,500.

- ii. Payments for capacity purchase will be to Cascade; when the purchase involves conversion of reserve capacity, Cascade may opt to direct all or part of the payment to Tacoma.
- iii. For each purchase, the following financing terms are available:
 - 1. Full payment of purchase price upon execution of purchase; or
 - 2. Payment of 20% of purchase price upon execution; remainder financed on a note over 5 years at 3.3% interest with level annual payments due upon each anniversary date. Purchaser would be free to pay off note at any time.
- iv. Wholesale rates for service and delivery are as defined by agreement with Tacoma (see also below).
- c. The following schedule applies to the substitute offer:
 - i. The substitute capacity offer must be accepted and executed no later than 120 days after the first meeting of Tacoma, Cascade and the Four Cities and the offer is withdrawn after expiration date. If not accepted during this period, then the existing terms of paragraph 3.a would remain in effect.
 - ii. During the period from execution of this substitute offer until December 31, 2015, each City may elect to purchase its related share of capacity at any time. Shares of capacity can also be re-assigned upon notice provided to Cascade by both parties of such intent.
 - iii. Beginning January 1, 2016 and extending through December 31, 2017, any City may offer to purchase any or all capacity remaining available on a first come, first serve basis. Cascade will notify the Cities of available capacity early in 2016.
 - iv. After December 31, 2017, no substitute supply capacity will be available.
 - v. Participants in this substitute capacity offer are free to transfer rights to purchase to other participants, but only to other participants, provided that Cascade receives clear and binding direction to this effect from both parties.
- iii. **Special Situation:** Bonney Lake previously acquired 2 mgd of peak season (June-September) capacity, with no right of service in the off-peak period. This is equivalent in quantity to 2.0 mgd peak and 0.7 mgd average annual. This leaves related off-peak capacity with no corresponding right of service in the peak period.
 - 1. Bonney Lake is offered revision of this capacity right to 2 mgd peak together with 1.50 mgd annual capacity.
 - 2. This offer to revise the capacity structure is made available for 90 days after the effective date of Bonney Lake's acceptance of the substitute capacity offer.
 - 3. Purchase Price for this revision is the extension of existing payments by one year (to include 2019), a net cost addition of \$391,222.
 - 4. If Bonney Lake does not approve this extension prior to the expiration date, then other parties are free to acquire the related off-peak capacity

as a part of a year-round capacity purchase at an incremental price of \$391,222.

- IV. Integration of Cascade and Tacoma obligations under this substitute capacity offer:
- a. As defined in the revised agreement between Cascade and Tacoma, it is the intent of Cascade and Tacoma that any purchases under this offer is subject to execution of an agreement for wholesale service with Tacoma. Cascade would have no ongoing role in delivering wholesale water after execution of such agreement with Tacoma.
 - b. Tacoma will commit to supply water purchased under this agreement, subject to execution of a wholesale water agreement acceptable to Tacoma and generally defined in a draft wholesale agreement.
 - i. Tacoma will work with the purchaser to establish a mutually acceptable delivery point or points, to be defined in the wholesale water agreement.
 - ii. No SDCs will be due to Tacoma for water capacity purchased under this agreement.
 - iii. The purchaser will be subject to Tacoma wholesale rates.

Substitute Offer of Available Tacoma Supply Capacity					
	Total	Auburn	Bonney Lake	Buckley	Sumner
Capacity Availability Previously Requested by the 4 Cities	9.2 mgd average / 13.33 mgd peak	7.0 mgd average / 10.0 mgd peak	1.5 mgd average / 2.0 mgd peak	0.7 mgd average / 1.33 mgd peak	0.0 mgd average / 0.0 mgd peak
Additional Capacity in Substitute Offer	0.8 mgd average / 0.00 mgd peak	0.5 mgd average / 0.0 mgd peak	0.0 mgd average / 0.0 mgd peak	0.3 mgd average / 0.0 mgd peak.	0.0 mgd average / 0.0 mgd peak
Previous Purchases			0.7 mgd average / 2.0 mgd peak [2.0 mgd peak season with no off-peak supply requires an annual average of 0.7 mgd to be delivered]		
Remaining Available Capacity for Purchase	10.0 mgd average / 13.33 mgd peak	7.5 mgd average / 10.0 mgd peak	0.8 mgd average / 0.0 mgd peak	1.0 mgd average / 1.33 mgd peak	0.0 mgd average / 0.0 mgd peak

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

Department/Staff Contact: PW / Douglas Budzynski	Meeting/Workshop Date: 23 April 2013	Agenda Bill Number: AB13-61
Agenda Item Type: Resolution	Ordinance/Resolution Number: 2299	Councilmember Sponsor: Deputy Mayor Swatman

Agenda Subject: Award contract amendment No. 1 to RH-2 for services to complete the updates to the Eastown Sewer Improvement Design and provide services during construction of the lift station.

Full Title/Motion: A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing A Contract Amendment No. 1 With RH-2 For Services To Update The Eastown Sewer Improvement Design And Services During Construction.

Administrative Recommendation: Approve

Background Summary: In June of 2012, RH-2 completed the design of the Eastown Sewer Infrastructure improvements. Since that time the City has been working on modifications to the City's standard construction contracts. Also, the City has been working on changes to the City's Lift Station Design Standard that will replace out of date communications systems with current technology. These changes will be updated in the construction contract documents with this contract. Because RH-2 has designed the communications for the station, the Public Works group has concluded that it would be in the City's best interest to include, in the RH-2 contract, the programming effort of the PLCs that will be used in the lift station. Finally, this contract amendment will include construction services that are typically in a separate contract and presented to council during the award of the construction contract.

Attachments: Resolution 2299, Contract Amendment No. 1, Area Map

BUDGET INFORMATION			
Budget Amount	Current Balance	Required Expenditure	Budget Balance
\$1,230,000	\$1,229,150	\$94,700	\$1,134,450
Budget Explanation: Revenue - Sewer SDCs and Eastown ULA 402.022.035.594.35.63.05 - Eastown Lift Station and Pressure Line			

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

COUNCIL ACTION	
Workshop Date(s): April 16, 2013	Public Hearing Date(s):
Meeting Date(s): April 23, 2013	Tabled to Date:

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

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RESOLUTION NO. 2299

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, WASHINGTON, AUTHORIZING A CONTRACT AMENDMENT WITH RH-2 CONSULTANTS FOR SERVICES TO UPDATE THE EASTOWN IMPROVEMENT SEWER DESIGN AND PROVIDE SERVICES DURING CONSTRUCTION OF THE LIFT STATION.

WHEREAS, the City Council passed Resolution 2058 on September 10, 2010 for RH-2 Consultants to complete a design of the Eastown Sewer infrastructure; and

WHEREAS, the RH-2 completed the design of the Eastown infrastructure in June of 2012; and

WHEREAS, the City Council passed Resolution 2265 on February 12, 2013 authorizing establishment of the Eastown Utility Latecomer Agreement; and

WHEREAS, the City will construct the Eastown Lift Station and the Downstream Infrastructure as part of the Eastown ULA Agreement; and

WHEREAS, the City is currently adopting modifications to the City's construction contract forms and modifications to the City's lift station design standards; and

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

That the City of Bonney Lake Council does hereby authorize the Mayor to sign the attached contract amendment No. 1 with RH-2 in the amount of \$94,700.

PASSED BY THE CITY COUNCIL this 23th day of April, 2013.

Neil Johnson, Jr., Mayor

ATTEST:

Harwood T. Edvalson, MMC, City Clerk

APPROVED AS TO FORM:

Kathleen Haggard, City Attorney

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Contract Amendment No. 1
Eastown Lift Station and Downstream Sewer

RH2 Project No. BON 510.080

In accordance with our Professional Services Agreement for the **Eastown Lift Station and Lift Station 18** dated September 14, 2010, this is an authorization to revise the project Scope of Work as described below. The work will be performed and invoiced using the terms and conditions listed in the Original Agreement, plus previous amendments and/or agreements.

Add the following items to the Scope of Work:

Reference attached **Exhibit A, Exhibit B, and Exhibit C.**

The engineering fee for this amendment authorization is \$94,700.

Please sign this authorization in the space provided below and mail or fax to RH2 Engineering, Inc., 22722 29th Drive SE, Suite 210, Bothell, WA 98021. FAX 425-951-5401.

RH2 Engineering, Inc.

City of Bonney Lake

Signature



Signature

Tony V. Pardi

Print Name

Print Name

Vice President

Title

Title

Date

4/3/13

Date

Exhibit A
SCOPE OF WORK
 City of Bonney Lake
Easttown Lift Station and Downstream Sewer
Amendment No. 1
Services During Bidding and Construction and
Telemetry and Control Development
 Professional Engineering Services
 April 2013

BACKGROUND

The first phase of this project included the design of the lift stations and downstream conveyance system improvements necessary to accommodate the City of Bonney Lake's (City) Easttown development. The second phase included the design of the core upstream elements necessary to construct the backbone collection system to serve the main areas of Easttown. During this phase RH2 Engineering, Inc., (RH2) will assist the City with the bidding and services during construction efforts required for the Easttown lift station and the downstream sewer improvements.

The major elements of this Scope of Work are summarized in the following tasks.

PHASE 3 – SERVICES DURING BIDDING AND CONSTRUCTION

Task 1: Services During Bidding

Objective:

This Scope of Work identifies the services and tasks the City has requested RH2 to provide during the final preparation of bid sets for this project. This project was placed on hold due to funding issues. Since then, several recent updates need to be included in the final design plans. It is anticipated that RH2 will assist the City in the following activities.

- Update design plans and specifications to reflect current telemetry and control standards.
- Revise the specifications to include Washington State Department of Transportation (WSDOT) Division 1.
- Conduct final review of the design of the State Route 410 (SR 410) crossing.
- Finalize design plans for bidding.
- Support during bidding.

Assumptions:

This Scope of Work and related Fee Estimate are based on the assumption that City staff has secured all necessary permits and will place bid advertisements, keep the list of bidders, attend and conduct the bid opening, prepare the bid tab, check the low bidder's references, and prepare the notice of award and construction contract documents.

Approach:

- 1.1. **Telemetry and Controls** – The City is currently updating its telemetry and control system panel and instrumentation standards. RH2 will update the design plans and specifications per the recently developed standards.

- 1.2. **WSDOT Division 1** – The City would like to include Division 1 of the WSDOT Standard Specifications in the technical specifications for this project. RH2 will review and modify the existing General Requirements section of the current specifications to minimize duplications and contradictions with Division 1.
- 1.3. **SR 410 Crossing** – RH2 already updated the design of the SR 410 crossing to minimize conflicts with the Safeway property. The City will review the proposed plan and provide comments and feedback. RH2 will provide up to eight (8) hours to incorporate these comments.
- 1.4. **Final Bid Sets** – RH2 will coordinate with the City in providing final plan sets to bidders. RH2 will prepare final plan sets for the City review and make limited changes based on review comments. It is assumed that five (5) sets of documents will be produced for each project (lift station and downstream sewer), with three (3) sets of each being for City staff, and two (2) sets of each for RH2. Bidders will receive electronic PDF versions only. Provide PDF version of plans and specifications to the City.
- 1.5. **Bidder Questions and Addendum** – Assist the City in responding to questions from bidders and suppliers during the bidding process. Prepare an addendum through the City when determined necessary to clarify, revise, or change construction plans, technical specifications, or bid documents during the bidding process. It is assumed that one (1) addendum will be issued during the bidding process. RH2 will provide up to ten (10) hours of assistance in providing design clarifications on an on-call basis as reflected in the attached Estimate of Time and Expense (**Exhibit B**). In the event that additional assistance is needed, the City will provide specific authorization to RH2.
- 1.6. **Coordination Meetings** – Meet with City staff once during the project as needed to provide project updates and to obtain feedback comments. It is anticipated that only one (1) coordination meeting will take place during this phase of the project.

Task 2: Services During Construction

Objective:

This Scope of Work identifies the services and tasks the City has requested RH2 to provide during the construction phase of this project. It is intended that the City will be the main point of contact for the contractor with regard to design and technical issues. The City will provide day-to-day on-site inspection, take the lead on submittal reviews and requests for information (RFI) responses, and give final approval for all costs and major decisions that deviate from the plans and specifications. It is anticipated that RH2 will assist the City in the following activities.

- Limited submittal reviews.
- Limited RFI assistance.
- Periodic on-site inspections during major construction activities.
- Assistance during startup and testing.
- Pre-construction Conference.
- Provide record drawings.

Approach:

- 2.1. **Submittal Reviews** – The City will take the lead for submittal reviews. When requested by the City, RH2 will perform submittal review up to the amount budgeted in the attached **Exhibit B**. In the event that additional submittal review assistance is needed, the City will provide specific authorization to RH2. The attached **Exhibit B** anticipates that RH2 will only review the following two (2) electrical and telemetry submittals.
 - Automatic controls; and
 - Pump control panel.
- 2.2. **Requests for Information** – During the construction phase of the project, the City will take the lead on responding to RFIs and provide design clarifications. RH2 will provide up to twenty-four (24) hours of assistance in providing design clarifications on an on-call basis as reflected in the attached **Exhibit B**. In the event that additional assistance is needed, the City will provide specific authorization to RH2.
- 2.3. **On-site Observations** – RH2 will provide only two (2) on-site observation visits during this project (not including the startup and testing visit include in Task 2.4 or the control and instrumentation inspections included in Task 3). One (1) visit will be for inspection of the subgrade and other items required by the Revised Code of Washington (RCW) for a licensed Geologist or Engineering Geologist. The other visit will be for general mechanical work. A written report for the visit will be prepared by RH2 that records observations, progress, and discussions that took place.
- 2.4. **Startup and Testing Services** – The City will coordinate with RH2 and the manufacturer's representative for testing and startup activities. The City will review the testing protocols developed by the contractor and manufacturer's representative. RH2 will assist with the functional start-up troubleshooting process, up to the amount budgeted in the attached **Exhibit B**. **Exhibit B** assumes up to be only one (1) day of on-site support during startups.
- 2.5. **Pre-construction Conference** – The City will prepare the pre-construction meeting agenda and pre-construction meeting minutes. RH2 will create additional construction plans and specifications for the contractor. RH2 will attend this meeting.
- 2.6. **Record Drawings** – The City will coordinate with the contractor in obtaining field records. The City will review field records and RH2 will revise contract drawings to prepare as-built records.

Task 3: Telemetry and Control Software Development

Objective:

This Scope of Work identifies the services and tasks the City has requested RH2 to provide during the construction phase of this project for telemetry and control system software development of the lift station telemetry panel. It is anticipated that RH2 will assist the City in the following activities.

- Coordinate with the City's master telemetry and human machine interface (HMI) control system integrator for modifying and incorporating the lift station telemetry system into the City's existing control system.
- Provide software development of the lift station programmable logic controller (PLC).

- Provide software development of the lift station operator interface (OI).
- Perform factory testing of the lift station telemetry panel.
- Provide field testing and startup services for the lift station telemetry panel.
- Provide the City with training and operations and maintenance (O&M) documentation for the lift station telemetry software.

Assumptions:

The City's master telemetry and HMI computer system integrator, Parametrix, will be responsible for software modifications at the City's master telemetry panel and HMI computer system for integrating the lift station into the City's existing supervisory control and data acquisition (SCADA) system. Facility data point definitions will be provided by RH2 to Parametrix at least one month in advance of Task 3.5: Control System Field Testing and Startup.

Approach

- 3.1 **Coordination with the City's Master Telemetry and HMI Integrator** – Provide the City and the City's master telemetry and HMI integrator, Parametrix, with data point definition for control components in the design. This data will be used by RH2 for software development purposes. This data will be used by the Parametrix for integrating the facility controller with the City's HMI computer systems. RH2 will meet with the City and Parametrix up to two (2) times for control system coordination.
- 3.2 **PLC Software Development** – Perform PLC software development for the lift station telemetry panel. The PLC will be an Allen-Bradley L1 Series CompactLogix controller.
- 3.3 **Operator Interface Software Development** – Perform OI software development for the lift station telemetry panel. RH2 will provide OI screen layouts to the City in the early phases of software development for review and comment by the City. The OI will be an Allen-Bradley PanelView Plus 600 Compact Version operator interface.
- 3.4 **Control System Factory Testing** – Perform control system factory testing of telemetry panel hardware and software and the pump control panel in the control system integrator's panel shop. The City will be invited to attend a demonstration by RH2 of the control system software in the panel shop. RH2 will revise the PLC and OI software based on comments provided by the City at the factory testing demonstration.
- 3.5 **Control System Field Testing and Startup** – Perform control system field testing and startup services for the PLC and OI software.
- 3.6 **Training and Operations and Maintenance Documents** – Provide software training and O&M material for the PLC and OI software. PLC and OI code will be provided to the City on a CD-ROM as part of the O&M material.

EXHIBIT B

City of Bonney Lake

Easttown Lift Station and Downstream Sewer

Amendment No. 1

Services During Bidding and Construction And Telemetry and Control Development

Estimate of Time and Expense

Description	Principal	Project Manager	Software Development Project Manager	Electrical Engineer	Project Engineer	Staff Engineer	Electrical Staff Engineer	Engr. Geologist	Word Processor	Total Hours	Total Labor	Total Expense	Total Cost
	Professional VIII	Professional V	Professional VII	Professional VI	Professional III	Professional I	Professional II	Professional VI	Administrative III				
Task 1 SERVICES DURING BIDDING													
1.1 Update Telemetry and Control Design	-	-	-	8	4	-	16	-	-	28	\$ 4,160	\$ 480	\$ 4,640
1.2 Revise Specs to Include WSDOT Div. 1	6	12	-	-	12	-	-	-	8	38	\$ 5,608	\$ 272	\$ 5,880
1.3 Conduct Final Review of SR 410 Crossing	2	-	-	-	4	2	-	-	-	8	\$ 1,228	\$ 142	\$ 1,370
1.4 Finalize Plans for Bidding	2	2	-	2	4	8	2	-	8	28	\$ 3,592	\$ 2,118	\$ 5,710
1.5 Respond to Bidder Questions and Prepare Addendum	1	2	-	2	4	-	-	-	1	10	\$ 1,549	\$ 81	\$ 1,630
1.6 Participate in Coordination Meetings	5	6	-	6	6	4	-	-	2	29	\$ 4,580	\$ 220	\$ 4,800
Subtotal	16	22	-	18	34	14	18	-	19	141	\$ 20,717	\$ 3,312	\$ 24,030
Task 2 SERVICES DURING CONSTRUCTION													
2.1 Prepare Submittal Reviews	2	2	-	6	4	4	10	-	4	32	\$ 4,552	\$ 358	\$ 4,910
2.2 Respond to Requests for Information	2	6	-	6	8	-	-	-	2	24	\$ 3,782	\$ 168	\$ 3,950
2.3 Provide On-site Observations	2	8	-	4	12	-	12	4	4	46	\$ 6,848	\$ 512	\$ 7,360
2.4 Provide Startup and Testing Services	2	8	-	8	10	-	8	4	4	44	\$ 6,712	\$ 378	\$ 7,090
2.5 Attend Pre-Construction Conference	-	-	-	-	2	2	-	-	1	5	\$ 623	\$ 1,477	\$ 2,100
2.6 Prepare Record Drawings	-	4	-	2	4	24	8	-	4	46	\$ 5,998	\$ 1,382	\$ 7,380
Subtotal	8	28	-	26	40	30	38	8	19	197	\$ 28,515	\$ 4,274	\$ 32,790
Task 3 TELEMETRY AND CONTROL SOFTWARE DEVELOPMENT													
3.1 Coordinate with the City's Master Telemetry and HMI Integrator	-	-	12	12	-	-	-	-	-	24	\$ 4,380	\$ 120	\$ 4,500
3.2 Develop Programmable Logic Controller Software	-	-	6	8	-	-	24	-	-	40	\$ 6,184	\$ 168	\$ 6,350
3.3 Develop Operator Interface Software	-	-	12	-	-	-	-	-	-	12	\$ 2,280	\$ 80	\$ 2,360
3.4 Perform Control System Factory Testing	-	-	16	16	-	-	24	-	-	56	\$ 9,104	\$ 306	\$ 9,410
3.5 Perform Control System Field Testing and Startup	-	-	16	24	-	-	32	-	-	72	\$ 11,592	\$ 478	\$ 12,070
3.6 Prepare Training and Operations and Maintenance Documents	-	-	8	8	-	-	-	-	2	18	\$ 3,086	\$ 104	\$ 3,190
Subtotal	-	-	72	68	-	-	80	-	2	222	\$ 36,626	\$ 1,255	\$ 37,880
PROJECT TOTAL	24	50	72	112	74	44	136	8	40	560	\$ 85,858	\$ 8,841	\$ 94,700

EXHIBIT C
RH2 Engineering, Inc.
SCHEDULE OF RATES AND CHARGES

2013 HOURLY RATES

CLASSIFICATION		RATE	CLASSIFICATION		RATE
Professional	IX	\$198.00	Technician	IV	\$126.00
Professional	VIII	\$198.00	Technician	III	\$118.00
Professional	VII	\$190.00	Technician	II	\$87.00
			Technician	I	\$82.00
Professional	VI	\$175.00			
Professional	V	\$167.00	Administrative	V	\$117.00
Professional	IV	\$157.00	Administrative	IV	\$97.00
			Administrative	III	\$83.00
Professional	III	\$146.00	Administrative	II	\$68.00
Professional	II	\$136.00	Administrative	I	\$56.00
Professional	I	\$124.00			

IN-HOUSE SERVICES

In-house copies (each)	8.5" X 11"	\$0.09	CAD Plots	Large	\$25.00
In-house copies (each)	8.5" X 14"	\$0.14	CAD Plots	Full Size	\$10.00
In-house copies (each)	11" X 17"	\$0.20	CAD Plots	Half Size	\$2.50
In-house copies (color) (each)	8.5" X 11"	\$0.90	CAD System	Per Hour	\$27.50
In-house copies (color) (each)	8.5" X 14"	\$1.20	GIS System	Per Hour	\$27.50
In-house copies (color) (each)	11 X 17"	\$2.00	Technology Charge	2.5% of Direct Labor	
			Mileage	Current IRS Rate	

OUTSIDE SERVICES

Outside direct costs for permit fees, reports, maps, data, reprographics, couriers, postage, and non-mileage related travel expenses that are necessary for the execution of the project and are not specifically identified elsewhere in the contract will be invoiced at cost.

All Subconsultant services are billed at cost plus 15%.

CHANGES IN RATES

Rates listed here are adjusted annually. The current schedule of rates and charges is used for billing purposes. Payment for work accomplished shall be based on the hourly rates and expenses in effect at the time of billing as stated in this Exhibit.

