

CITY COUNCIL MEETING

City of

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.

**February 8, 2011
7:00 P.M.**



AGENDA

"Where Dreams Can Soar"

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

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

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

A. Flag Salute – Mayor Neil Johnson, Jr.

B. Roll Call:

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

[Management Staff expected to be in attendance: City Administrator Don Morrison, Public Works Director Dan Grigsby, Police Chief Mike Mitchell, Community Development Director John Vodopich, Chief Financial Officer Al Juarez, Administrative Services Director/City Clerk Harwood Edvalson, Community Services Director Gary Leaf, and City Attorney Jim Dionne.]

C. Announcements, Appointments and Presentations:

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

D. Agenda Modifications:

II. PUBLIC HEARINGS, CITIZEN COMMENTS & CORRESPONDENCE:

A. Public Hearings: None.

B. Citizen Comments:

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

C. Correspondence: None. [A 1.2]

III. COUNCIL COMMITTEE REPORTS:

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

IV. CONSENT AGENDA:

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

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A. **Approval of Corrected Minutes:** January 18, 2011 Council Workshop; January 25, 2011 Council Meeting.

B. **Approval of Accounts Payable Checks/Vouchers:** #60412 thru 60430 (including wire transfer #'s 1182011, 6863676) in the amount of \$340,778.17 for 2010 expenses; Accounts Payable checks/vouchers #60431 thru 60457 in the amount of \$10,267.97 for 2011 expenses; Accounts Payable checks/vouchers #60458 for hydrant meter deposit refunds in the amount of \$146.73; Accounts Payable checks/vouchers #60459 in the amount of \$4,140.00 for 2010 expense for a grand total of \$355,332.87.

C. **Approval of Payroll:** Payroll for January 16-31st 2011 for checks **29584-29613** including Direct Deposits and Electronic Transfers in the amount of **\$ 585,131.65**.

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D. **AB11-10 – Resolution 2093** - A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing The Mayor To Sign An Agreement With Qwest To Provide ISDN PRI Circuit For A Term Of 36 Months With A Monthly Charge Of \$580.00.

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E. **AB11-15 – Resolution 2096** - A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing The City To Award A Contract To Seahurst Electric To Complete The Public Safety Building Lighting Retrofit Project.

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F. **AB11-27** – A Motion of the City Council of the City of Bonney Lake, Pierce County, Washington, Setting A Special Meeting For March 5, 2011 At 8:30 A.M. For The City Council, Planning Commission, Design Commission And Park Board To Be Held At The Former Reed Farm House Located At 7109 Barkubein Rd, Buckley, WA 98321.

V. FINANCE COMMITTEE ISSUES: None.

VI. COMMUNITY DEVELOPMENT COMMITTEE ISSUES:

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A. **AB11-19** – Motion Accepting the Fennel Creek Trail & 192nd Ave Sidewalks, Phase 1 project as complete.

VII. PUBLIC SAFETY COMMITTEE ISSUES: None.

VIII. FULL COUNCIL ISSUES: None.

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

X. ADJOURNMENT

**For citizens with disabilities requesting translators or adaptive equipment for communication purposes, the City requests notification as soon as possible of the type of service or equipment needed.
THE COUNCIL MAY ADD AND TAKE ACTION ON OTHER ITEMS NOT LISTED ON THIS AGENDA**

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COUNCIL WORKSHOP

January 18, 2011

5:30 p.m.

MINUTES



“Where Dreams Can Soar”

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

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

Audio Time Stamp ↓

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

I. Call to Order: Mayor Neil Johnson, Jr. called the Workshop to order at 5:31 p.m.

II. Roll Call: [A1.3]

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

[Staff members in attendance were City Administrator Don Morrison, Chief Financial Officer Al Juarez, Community Development Director John Vodopich, Public Works Director Dan Grigsby, Community Services Director Gary Leaf, City Attorney Jim Dionne, Administrative Services Director/City Clerk Harwood Edvalson, and Administrative Specialist Shawn Campbell.]

III. Agenda Items:

5:32:25

A. Council Open Discussion:

Bonney Lake YMCA: Mayor Johnson reported he sent a letter to the YMCA stating the City’s commitment to pledge \$1 million to a Bonney Lake YMCA facility, the City’s willingness to have a long-term lease for 10 acres of land in the WSU forest and parking, and to put an \$8 million bond out to the voters for approval. He said the bond dates would be timed with the CUGA annexation so all citizens would have a say, and if the CUGA annexation is put on hold, the City would still move forward. He added the letter also expresses the City’s hope that the YMCA will have a capital campaign to raise \$2 million. Councilmember Hamilton stated that his impression from the YMCA is that the Bonney Lake YMCA would be paid for by 95% public funds and the public should, therefore, own the facility.

Cascade Water Alliance: Mayor Johnson said he and several others from the City attended the Cascade Water Alliance Open House. He said the public gave input about what they would like on Cascade’s agenda for Lake Tapps. He said Cascade will have working groups come up with a plan by mid March or April, and then share the plan with interested parties. Mayor Johnson said the results of the survey will be posted online. He said they discussed combining the Urban Growth Area with the plan for Lake Tapps.

Lakeridge Youth Summit: Mayor Johnson thanked staff who attended the Youth Summit on January 14, 2011. He said the middle school students were more active and engaging than the high school students. He said students requested a BMX bike

park, more sidewalks, trails and a recreation center. He said one group raised a concern of race relations and domestic violence. Councilmember Hamilton said the community as a whole can learn about problems from the youth of the City.

Pierce County Regional Council: Councilmember Rackley asked someone to take his place on the council. Councilmember Hamilton said he is the back up for this position and he would take over attending the meetings.

Pierce Transit: Councilmember Carter said she submitted a letter to the Tacoma News Tribune regarding the proposed transit tax increase. She said the newspaper contacted her and asked her to get additional support from council for the letter and they would print it as an Op Ed piece.

Councilmember Rackley made a motion to support Councilmember Carter’s letter. Council member Decker seconded the motion

City Attorney Dionne stated that due to the nature of the letter, this would need to be done as a resolution with notice to the public.
 Councilmember Rackley withdrew his motion.
 Councilmember Decker withdrew his second.
 Mayor Johnson said if individual councilmembers wanted to sign onto Councilmember Carters letter, they could do so by contacting Councilmember Carter.

6:02:10

B. Review of Council Minutes: December 7, 2010 Council Workshop; December 14, 2010 Council Meeting.

Councilmember Carter said in the January 4, 2011 Workshop Minutes p. 2 to change the words “the United Way donation” to “grant programs”. Councilmember Lewis asked to add the word “a” to the phrase “he is working on getting few more”.

The corrected minutes were forward to the January 18, 2011 Meeting for Council action.

6:07:47

C. Discussion: Council Retreat (2/26/11) Potential Agenda Items, Location and Participants.

Councilmember Rackley stated he would be unable to attend the retreat on February 26th and asked if the date could be changed. Council set the new date for March 5, 2011. City Administrator Morrison said the morning session will mostly be dedicated to discussions on Eastown. He asked Council for input on how they would like to proceed with the planning process. He said Council could either make a concrete plan or they could discuss how they would like to plan in the future. Councilmember Rackley said if the City does not have some standards then businesses that do not fit the plan for the area could move in. He said he does not want the Council to make too many decisions before they have customers for the area. Councilmember Lewis said he does not want to be too specific, but he would like to have a rough idea of what the Council would like to see in Eastown. Councilmember McKibbin said he would like to have some plans for the area and use development agreements for specifics. Deputy Mayor Swatman said he wants discussion centered on design requirements.

Director Vodopich said the Council needs to have a clear vision for what they would like the development standards to be. He said the current standards were written in 2005 and need to be updated to meet the Council's vision for Easttown. Mayor Johnson asked if the City can require developers to negotiate a developer agreement connected to allowing businesses to tie into the City sewer system. City Attorney Dionne stated the City could not force developers to negotiate under the current code. He suggested the Council set specific regulations for the area and put a moratorium on the regulations until the area is ready for development. Mayor Johnson said the Downtown and Easttown area should not be competing for businesses. Councilmember Hamilton asked to have someone inform the Council on where the market is currently in the Easttown area. Deputy Mayor Swatman said he wants to make sure the Council does not get too involved in the details of design standards at this time. He said he does not want businesses that are in the process of building currently to have to remodel or tear down their current buildings. He said the Council needs to fashion a policy to entice business types that are a good fit for the Easttown area. He stated the policy currently makes it difficult for small businesses.

Mayor Johnson said the afternoon session includes talks about the Park Plan, opens spaces and YMCA. Councilmember Carter asked to have the Midtown Plan included on the agenda. Councilmember Carter noted the Planning Commission stated they still feel they do not have a clear vision of what the Council is looking for. Councilmember Decker suggested the Planning Commission ask questions to clarify what they are looking for. City Attorney Dionne explained the role of a Councilmember at a board or commission meeting. The Mayor said the retreat agenda will include discussions on Easttown, Midtown, and Parks and Recreation. Councilmember Lewis said he believes it is important to plan, but he would like to also focus on the parks and open spaces the City has now and get a clear understanding of the plan for the current properties. Director Leaf stated the Park Board wants to ensure the Council sees their recommendations for the park plan.

6:51:05

- D. **Discussion:** AB11-12 – Resolution 2094 - Interlocal Agreement for Recreation Programs between Bonney Lake, City of Sumner and Sumner School District.

City Administrator Morrison said this is a renewal of the agreement the Council passes every year, but this one will last two years to follow the City's biennial budget. Councilmember Rackley asked the amounts the other jurisdictions were contributing. Councilmember Lewis said the Sumner School District portion is \$25,000 and the City of Sumner is \$23,500. Mayor Johnson said contributions are based on population. Councilmember Hamilton said he believes the cost is very reasonable. The Council thanked Becky Giles for her work on the Recreation program. By Council consensus, the item was forwarded to the January 25, 2011 Meeting for action.

6:51:05

- E. AB11-14 – Ordinance D11-14 - Update BLMC Title 2.

Administrative Services Director Edvalson stated staff went through the Bonney Lake Municipal Code looking for items that needed to be updated or clarified, and this is the first update brought before Council. He said the proposed changes are mostly minor semantics and the changes to position titles do not have budget impact or change the job duties of the positions. He said it does give the employee better professional standing among peers and a little recognition from the City.

Councilmember Decker asked if both positions were non-union and exempt. Deputy Mayor Swatman said both positions are very important, but he is not in favor of changing job titles without a market analysis and a job duties analysis. City Administrator Morrison reiterated the changes do not affect salary. He added that comparable worth studies do not use title as a factor. He said that both employees are part of the management team, and each manages one employee, as well as budgets, projects, and programs. He said the term “manager” entails more than just managing people. Councilmember McKibbin asked how many other managers are in the City. City Administrator Morrison said each department has managers under the director of the department except Administrative Services. Councilmember Rackley stated position titles should change with the times. Mayor Johnson said he believes it makes sense to make the changes. City Administrator Morrison listed several cities’ with job titles that are the same as the recommended titles. By Council consensus, the item was forward to the January 25, 2011 Meeting for action.

7:11:46

F. **Update & Briefing: CUGA Annexation**

Mayor Johnson stated Pierce County has invoked jurisdiction. He said the Boundary Review Board (BRB) will schedule a hearing in not less than 30 days but not more than 120 days. City Administrator Morrison said this will probably defer the CUGA Annexation for another year. He said he is working on a draft interlocal agreement, but has not scheduled a negotiation meeting with the County at this time. Deputy Mayor Swatman stated he wants a commitment from the County on when they will negotiate. He said it is in the County’s best interest to move slowly because they can continue to collect taxes and fees from the area for use in other areas of the County. Councilmember Rackley reminded Council that if the annexation does not move forward, the City would need to reduce staffing. He asked if the City could have an advisory vote. Councilmember Hamilton said this area is an urban area and it will eventually become part of the City. Mayor Johnson asked if the BRB had a time limit to announce the Hearing date. He asked City Administrator Morrison to ask for the quickest hearing date possible, partly due to the budget impact for the City. City Administrator Morrison said he would call the County and try to set the hearing up for as soon as possible. Councilmember Hamilton said the Growth Management Act does not allow the County to require the City to pay them for the ability to annex an area.

IV. **Executive Session: None**

7:30:49

V. **Adjournment:**

At 7:30 p.m. Councilmember Rackley moved to adjourn the Workshop. Councilmember Lewis seconded the motion.

Motion approved 7 – 0.

Harwood T. Edvalson, CMC
City Clerk

Neil Johnson, Jr.
Mayor

Items submitted to Council at the January 18, 2011 Workshop: None

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CITY COUNCIL MEETING

**January 25, 2011
7:00 P.M.**



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.

MINUTES

"Where Dreams Can Soar"

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

Audio Time
Stamp ↓

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

I. CALL TO ORDER – Mayor Neil Johnson, Jr. called the meeting to order at 7:01 p.m.

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

B. Roll Call:

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

[Staff members in attendance were City Administrator Don Morrison, Public Works Director Dan Grigsby, Community Development Director John Vodopich, Police Chief Mike Mitchell, Chief Financial Officer Al Juarez, Community Services Director Gary Leaf, Administrative Services Director/City Clerk Harwood Edvalson, City Attorney Jim Dionne, and Records & Information Specialist Susan Duis.]

C. Announcements, Appointments and Presentations:

1. Announcements:

Mayor Johnson congratulated City Clerk Woody Edvalson, who was elected President-Elect of the Washington Association of Public Records Officers. He will serve as president of the organization in 2012.

2. Appointments: None.

3. Presentations: None.

D. Agenda Modifications:

Councilmember Rackley moved to table Finance Committee Issues A. and B., Ordinance D11-04 and Resolution 2092, to the Finance Committee for review. Councilmember Lewis seconded the motion.

Motion approved 7 – 0.

7:04:37

II. PUBLIC HEARINGS, CITIZEN COMMENTS & CORRESPONDENCE:

A. Public Hearings: None.

- B. Citizen Comments: None.
- C. Correspondence: None.

7:05:10 **III. COUNCIL COMMITTEE REPORTS:**

- A. Finance Committee: Deputy Mayor Swatman said the committee met at 5:30 p.m. earlier in the evening and forwarded AB11-10 – Resolution 2093, and AB11-15 – Resolution 2096, to a future Council Meeting for action.
- B. Community Development Committee: Councilmember Rackley said the committee has not met since the last Council Meeting.
- C. Public Safety Committee: Councilmember Hamilton said the committee has not met since the last Council Meeting.
- D. Other Reports:

Rainier Communications Commission: Councilmember Rackley said he was re-elected as Vice Chair of the Rainier Communications Commission for 2011.

Cascade Water Alliance: Mayor Johnson said he attended a meeting for elected officials and property owners to begin developing a lake management plan. Director Grigsby and/or Mayor Johnson will attend future meetings and provide updates to the Council. Director Grigsby said an attendee suggested the City place signs at the boat launch detailing the City’s boating and noise ordinances. He said CWA plans to hold three more meetings and a public forum, and to present a draft lake management plan to the public in March. Councilmember Hamilton said the Public Safety Committee can discuss signage needs, and Councilmember Carter noted that the City website has a Boating page that provides details and links to the City code.

County Council: Mayor Johnson said he, City Administrator Morrison and Executive Assistant Brian Hartsell are meeting with Keri Rooney from the Pierce County Executive’s Office. The Mayor will meet with Pierce County Councilmember Tim Farrell on Friday, and plans to meet with Councilmember Dan Roach soon as well.

Community Updates: Councilmember Carter said she attended the White River Families First Coalition meeting on Monday. They learned that the coalition did not receive grant funding but was fourth on the list, and heard a demonstration on Safe Streets in Puyallup. She said children’s dental month is February and services will be available in the area. She said the Prairie Ridge community is working to provide more resources on suicide prevention, noting that there was a recent suicide in the area. Chief Mitchell said the Sumner School District plans to provide resources and links online, which the City can link to from its website.

7:12:14 **IV. CONSENT AGENDA:**

- A. **Approval of Corrected Minutes:** January 4, 2011 Council Workshop; January 11, 2011 Council Meeting.
- B. **Accounts Payable Checks/Vouchers:** #60248 thru 60249, and 60348 thru 60363 in the amount of \$956,460.49 for 2011 expenses; Accounts Payable checks/vouchers #60250 thru 60309 in the amount of \$108,573.75 for 2010 expenses; Accounts Payable checks/vouchers #60310 thru 60347 for Utility refunds in the amount of \$3,697.21; Accounts Payable checks/vouchers #60364 thru 60404 (including wire transfer #'s 71610, 121610, 1032011, 1042011, 1112011, 1162011, 1172011, 9032010, 10042010, 10052010 and 90320101) in the amount of \$254,852.26 for 2010 expenses; Accounts Payable checks/vouchers #60405 thru 60411 (including wire transfer #1122011) in the amount of \$143,876.61 for a grand total of \$1,467,460.32. VOIDED CHECKS: 59921 – lost or misplaced. Replaced with check number 60285; and 60258 – duplicate payment (paid on p-card).
- C. **Approval of Payroll:** Police Uniform Allowance 2011 for checks 29523-29559 in the amount of \$ 23,380.49. Payroll for January 1-15th 2011 for checks 29560-29583 including Direct Deposits and Electronic Transfers in the amount of \$401,306.64.
- D. **AB11-03 – Resolution 2091** - A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing The Mayor To Sign An Agreement With Murrey’s Disposal Co. Inc. For Infectious Waste Disposal.
- E. **AB11-12 – Resolution 2094** - A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing The Mayor To Sign An Interlocal Agreement With The City Of Sumner And The Sumner School District For Recreation Services.

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

Consent Agenda approved 7 – 0.

V. FINANCE COMMITTEE ISSUES:

- A. **AB11-04 – Ordinance D11-04** – An Ordinance Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Adding A New Section 5.08.065, Repealing Chapter ~~8.48~~ ~~18.48~~, And Adding A New Chapter ~~8.48~~ ~~18.48~~ To The Bonney Lake Municipal Code, Relating To False Alarms.

The item was tabled to the Finance Committee during Agenda Modifications.

- B. **AB11-05 – Resolution 2092** – A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing The Mayor To Sign An Agreement With ATB Services To Administer The City's False Alarm Ordinance.

The item was tabled to the Finance Committee during Agenda Modifications.

VI. COMMUNITY DEVELOPMENT COMMITTEE ISSUES: *None.*

7:12:28

VII. PUBLIC SAFETY COMMITTEE ISSUES:

- A. **AB11-08 – Ordinance 1376** (D11-08) – An Ordinance Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Amending Chapters 9.86 And 12.12 Of The Bonney Lake Municipal Code And Ordinance Nos. 454, 703, 947, 1058, 1232 And 1338, Relating To Possession Of Firearms On City Property.

Councilmember Decker moved to approve Ordinance 1376. Councilmember Carter seconded the motion.

Ordinance 1376 approved 7 – 0.

- B. **AB11-09 – Ordinance 1377** (D11-09) – An Ordinance Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Amending Chapter 9.60 Of The BLMC, Relating To Criminal Trespass.

Councilmember Carter moved to approve Ordinance 1377. Councilmember Hamilton seconded the motion.

Councilmember Decker expressed concern about requiring people to sign an acknowledgement form related to trespassing. He said he does not believe it is constitutional and could lead to intimidation. He also noted a typographical error in Section 7, which refers to subsection D. instead of subsection C. Councilmember Decker said he does not feel the Chief of Police has authority to trespass someone from public places. He moved that the ordinance be tabled back to the Public Safety Committee for further review. The motion died for lack of a second.

Police Chief Mitchell said per current department procedure, officers provide information and get verbal acknowledgement from the person receiving the trespass order, and dispatch keeps a log of these orders. He said the purpose of providing a written form is to ensure the person receiving the trespass order has received the information and understands what it means. He said the acknowledgement simply shows the person received the information, and if they refuse to sign the form the officer can simply note 'refused' on the form. Councilmember Hamilton confirmed that the intent of using the form is to enhance communication from the officer and the existing procedure.

City Attorney Dionne said he did not see anything illegal in the proposed ordinance, and said the typographical error is not a substantive change and can be corrected as part of the original motion to approve.

**Ordinance 1377 approved 6 – 0 – 1.
Councilmember Decker abstained.**

VIII. FULL COUNCIL ISSUES:

- A. **AB11-14 – Ordinance 1378** (D11-14) – An Ordinance Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Editing Bonney Lake Municipal Code Chapters 2.08, 2.12, 2.16 And 2.32, To Make Minor Semantic Changes.

Councilmember Decker moved to approve Ordinance 1378. Councilmember Lewis seconded the motion.

Deputy Mayor Swatman said most cities' codes are not as detailed and he feels it makes more sense to repeal the section rather than update it. He said it is the Executive and Mayor's decision how departments are organized. He added that otherwise, he does not have an issue with the proposed changes.

**Ordinance 1378 approved 6 – 1.
Deputy Mayor Swatman voted no.**

- B. **AB11-16 – Resolution 2097** – A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Opposing Pierce Transit Proposition 1, A Sales And Use Tax Increase.

Councilmember Decker moved to approve Resolution 2097. Councilmember Lewis seconded the motion.

Councilmember Hamilton said that he and the rest of the Council believe strongly in transit. However, he said it is not a good time to raise taxes, and he feels Pierce Transit needs to make major cuts, as other agencies are doing in the current economic climate. Councilmember Lewis quoted a recent Tacoma News Tribune article, and said the current Pierce Transit plan is bad and needs a new tighter plan B with more management cuts. Deputy Mayor Swatman and Councilmembers Decker, Carter, and Rackley said they support the proposed resolution opposing Proposition 1. Deputy Mayor Swatman said Pierce Transit should focus on providing core bus services, and that they need to manage their budget more effectively. Councilmember Carter said the tax increase would be permanent and the Bonney Lake area will lose bus service regardless of the election results. Mayor Johnson asked if anyone attending the meeting wished to speak.

Pat Miller, 19205 79th St Pl E, Bonney Lake, said he uses transit to get to work in Renton from Bonney Lake every day. He said the tax increase is very small compared to what most people spend driving or on coffee each day. He said transit serves the entire County, and it is important for everyone to contribute. He said cutting funding for these services is short-sighted and does not serve the community and people who depend on transit services to get around. He noted that Bonney Lake has fewer bus lines, but it is a bedroom community and there are not a lot of jobs here. He said the City currently pays \$2 million per year in taxes, which covers the salary and benefits for 20 drivers, without factoring in vehicles, gas, etc.

Mayor Johnson said other small cities in the County have similar concerns as the Bonney Lake Council, and do not feel that they are getting value from the system

and their taxes. He said he believes the system has problems and alternatives like on-call services, combining transit services into a single agency, etc., need to be investigated. He agreed that everyone needs to contribute to the system, and it is important that communities like Orting, Buckley and Bonney Lake are served. He thanked Mr. Miller for his comments.

Resolution 2097 approved 7 – 0.

IX. EXECUTIVE SESSION: *None.*

X. ADJOURNMENT:

7:41:03

At 7:41 p.m., Councilmember Rackley moved to adjourn the meeting. Councilmember Lewis seconded the motion.

Motion to adjourn approved 7 – 0.

Harwood Edvalson, CMC
City Clerk

Neil Johnson
Mayor

Items presented to Council at the January 25, 2011 Meeting: *None.*

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

Department/Staff Contact: ASD / Chuck McEwen	Meeting/Workshop Date: 25 January 2011	Agenda Bill Number: AB11-10
Agenda Item Type: Motion	Ordinance/Resolution Number: Res: 2093	Councilmember Sponsor:

Agenda Subject: Agreement with Qwest to provide ISDN PRI circuit for a term of 36 months at a rate of \$580.00 per month.

Full Title/Motion: A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorized The Mayor To Sign An Agreement With Qwest To Provide ISDN PRI Circuit For A Term Of 36 Months With A Monthly Charge Of \$580.00.

Administrative Recommendation: Approval

Background Summary: This ISDN PRI circuit will be installed at the Public Safety Building and provide 23 voice channels for the new VoIP phone system. This circuit will replace the 8 POTS (copper) lines that the existing police PBX system uses. The new VoIP phone system will supply telephone service for the Police, Annex, and Justice Center. Washington State Contract

Attachments: 36 month agreement with Qwest

BUDGET INFORMATION

Budget Amount	Current Balance	Required Expenditure	Budget Balance
\$580+tax/month	\$6600.00	\$6960+tax	-360+tax/month

Budget Explanation: The existing Police PBX uses 8 copper telephone lines which we would cancel after the phone transition(monthly cost with tax \$534.93).

COMMITTEE, BOARD & COMMISSION REVIEW

Council Committee Review:	Finance Committee Date: 25 January 2011	<i>Approvals:</i>		Yes	No
		Chair/Councilmember	Dan Swatman	<input checked="" type="checkbox"/>	<input type="checkbox"/>
		Councilmember	James Rackley	<input checked="" type="checkbox"/>	<input type="checkbox"/>
		Councilmember	Mark Hamilton	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	Forward to: Council	Consent			
		Agenda:	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	

Commission/Board Review:

Hearing Examiner Review:

COUNCIL ACTION

Workshop Date(s):	Public Hearing Date(s):
Meeting Date(s): 8 February 2011	Tabled to Date:

APPROVALS

Director:	Mayor:	Date Reviewed by City Attorney: (if applicable):
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RESOLUTION NO. 2093

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AUTHORIZING THE MAYOR TO SIGN AN AGREEMENT WITH QWEST TO PROVIDE ISDN PRI CIRCUIT FOR A TERM OF 36 MONTHS WITH A MONTHLY CHARGE OF \$580.00.

The City Council of the City of Bonney Lake, Washington, does hereby resolve that the Mayor is authorized to sign the agreement attached.

PASSED by the City Council this 8th day of February, 2011.

Mayor Neil Johnson, Jr.

AUTHENTICATED:

Harwood T. Edvalson, CMC
City Clerk

APPROVED AS TO FORM:

James J. Dionne, City Attorney

**QWEST ISDN PRS OR DSS ADVANCED RATE PLAN AGREEMENT
FOR WASHINGTON SPECIAL PRICING**

This Qwest Corporation Agreement ("Agreement") is between **Qwest Corporation** including its subsidiaries ("Qwest") and **City of Bonney Lake** ("Customer") and is effective on the date Qwest signs it ("Effective Date"). Qwest will provide, and Customer will purchase, Qwest Bulk Rated Integrated Services Digital Network Primary Rate Service ("ISDN PRS") and/or Bulk Rated Digital Switched Service with Advanced trunks ("DSS Advanced") (individually and collectively referred to as "Service") under this Agreement.

Any Qwest tariff, price list, price schedule, administrative guideline, catalog, and other rate and term schedules (hereinafter, whether individually or together, "Tariff") applicable to the Service is incorporated into this Agreement by reference and made a part of this Agreement. The Service will be governed by: (a) the Tariff applicable to the Service; and (b) to the extent a comparable Tariff term or condition does not apply to the Service, the terms and conditions set forth in this Agreement. Qwest reserves the right to amend, change, withdraw, or file additional Tariffs in its sole discretion, with such updated Tariffs effective upon posting or fulfillment of any necessary regulatory requirements. Service is subject to technical publication 77400 located at <http://www.qwest.com/techpub/> ("Tech Pub").

1. Scope.

1.1 **ISDN PRS.** If Customer purchases ISDN PRS, Qwest will provide digital intraLATA, intrastate, switched local exchange telecommunications service utilizing ISDN PRS technology that transports and distributes voice, data, image, and facsimile communications separately or simultaneously over the public, switched, local exchange network. An ISDN PRS circuit includes a DS1 facility, an ISDN PRS service configuration, and trunks. ISDN PRS operates at 1.544 megabits per second (Mbps). ISDN PRS may be configured as 23 B channels and one D channel, 24 B channels only (24B), or 23 B channels and one back-up D channel (23B+BUD). Each B channel transmits voice or data at 64 kilobits per second (Kbps). The D channel carries signaling information at 64 Kbps.

1.2 **DSS Advanced.** If Customer purchases DSS Advanced, Qwest shall provide Customer with a circuit that includes a digital DS1 facility, common equipment to interconnect with Qwest's local exchange switching office and advanced, flat usage trunks and DID trunk termination for access to the local exchange and toll networks. DSS Advanced operates at a maximum speed of 1.544 Mbps.

1.3 Customer represents and warrants that it (check one box):

IS NOT a provider of "information service," as that term is defined in 47 U.S.C. §153 (20).

IS a provider of "information service," as that term is defined in 47 U.S.C. §153 (20), and that ISDN PRS under this Agreement WILL NOT be used to provide information service to its End Users, including but not limited to termination or origination of Voice over Internet Protocol ("VoIP"). "End Users" means any entity to which Customer provides information service. If at any time during the Term of this Agreement this representation and warranty is no longer accurate, Customer agrees to notify Qwest and execute an amendment to add the ISP Certification Addendum.

IS a provider of "information service", as that term is defined in 47 U.S.C. §153 (20), and that ISDN PRS under this Agreement WILL be used to provide information service to its End Users, including but not limited to termination or origination of Voice over Internet Protocol ("VoIP") and therefore agrees to the additional terms and conditions set forth in the **ISP Certification Addendum** attached hereto and incorporated herein by reference. "End Users" means any entity to which Customer provides information service.

1.4 Customer represents and warrants that it will use ISDN PRS and its optional features for communication purposes only. If Qwest determines that ISDN PRS or any optional feature is being used inappropriately, Qwest may disconnect the ISDN PRS service or feature without notice in accordance with any applicable termination provision of the Tariff, and the Termination Charges specified in the Termination section below may apply.

2. Eligibility. In order to qualify for pricing under this Agreement, (a) Customer represents that they have received, or are considering, a comparable offer from a Qwest competitor; and (b) Service location(s) must be served by the Wire Center(s) listed on the Pricing Attachment and be equipped with ISDN PRS capabilities.

3. Term.

3.1 This Agreement will expire 36 months from the date the Service is available to Customer under this Agreement, as evidenced by Qwest records ("Term"). The Minimum Service Period for Service is 12 months from the date Service is available for use ("Minimum Service Period"). Any Service installed for 12 consecutive months prior to the Effective Date of this Agreement will be deemed to have met the Minimum Service Period.

3.2 Should Qwest continue to provide the Service after this Term without a further agreement, the service charges will convert to the applicable month-to-month rate under the terms and conditions of the applicable Tariff, or in its absence, this Agreement.

4. Service Provided.

4.1 Qwest will provide and maintain the Service in the city or cities and in the quantities specified in the Pricing Attachment, incorporated herein by this reference, and as requested on any subsequent order for Service or amendment to this Agreement.

4.2 Qwest will notify Customer of the date the Service is available for use. In the event Customer informs Qwest that it is unable or unwilling to accept the Service at such time, the subject Service will be held available for Customer for a period not to exceed 30 business days from such date ("Grace Period"). If after the Grace Period, Customer still has not accepted the Service, Qwest may either: (a) commence with regular monthly billing for the subject Service; or (b) cancel the subject Service. If Customer cancels an order for Service prior to the date the Service is available for use, or is unable to accept the Service during the Grace Period and Qwest cancels the Service at the end of the Grace Period, the Tariff cancellation charges may apply.

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5. Charges and Billing.

5.1 Customer will pay the total monthly recurring charges ("MRC") and nonrecurring charges ("NRC") for Service specified in the Pricing Attachment. For Service requested on any subsequent orders or amendments to this Agreement, Customer will also pay the total MRC and NRC specified on the subsequent orders or amendments. The MRC will not change during the Term of this Agreement. Customer must pay Qwest all charges by the payment due date on the invoice. Any amount not paid when due will be subject to a late charge as specified by the Tariff, or if there is no such late charge specified in the Tariff, the amount due will be subject to late interest at the lesser of 1½% per month or the highest rate permitted by applicable law. Customer must also pay Qwest any applicable federal, state and local taxes, surcharges, and other similar charges ("Taxes") assessed in connection with Customer's Service. Taxes are subject to change. Qwest may reasonably modify the payment terms or require other assurance of payment based on Customer's payment history or a material and adverse change in Customer's financial condition. Customer will not pay for Service with funds obtained through the American Recovery and Reinvestment Act (or ARRA) or other similar stimulus grants or loans that would obligate Qwest to provide certain information or perform certain functions unless each of those functions and obligations is explicitly identified and agreed to by the parties in this Agreement or in an amendment to this Agreement.

5.2 The charges for Service under this Agreement, including any and all discounts to which Customer may be entitled, will be offered and charged to Customer independently from and regardless of the Customer's purchase of any customer premises equipment or enhanced services from Qwest.

6. Customer Responsibilities for 911 Call Routing.

6.1 If Customer purchases ISDN PRS under this Agreement, Customer understands and acknowledges that the PBX's main number Automatic Number Identification (ANI) may be forwarded to a Public Safety Answering Point ("PSAP") during a 911 call. DID digits assigned to a PBX station may not be used for 911 calls unless an Automatic Location Identification (ALI) record has been created for the DID number.

6.2 Customer's PBX must be capable of recognizing "911" or "9911" digits as a complete dialing sequence, and routing those calls as an outbound local call.

6.3 Customer hereby agrees to release Qwest from any liability if an incorrect telephone number is forwarded to a PSAP as a result of PBX or ISDN PRS signaling parameters set by Customer.

7. Service Changes.

7.1 Moves. Customer may move all or part of Service to another location served by a Wire Center listed on the Pricing Attachment, provided the following conditions are met; (a) Service moved to the new location is provided to Customer by Qwest; (b) Customer advises Qwest that Service at the new location replaces the existing Service; (c) Customer's request for disconnection of the existing Service and installation of the Service at the new location are received by Qwest on the same date; and (d) Customer requests that Qwest install the Service at the new location on or prior to the disconnection date of the existing Service. Customer agrees to pay all applicable rates and charges for the requested move and Service at the new location.

7.2 Additions to Service. Service may be added up to 12 months prior to the expiration date of this Agreement, at the rates specified herein. Qwest will supply such additions to Customer, subject to the following conditions: (a) the necessary facilities are available as determined by Qwest to provide the Service; and (b) a new Minimum Service Period is established for each new addition to Service. If the Service being added is not itemized in the Pricing Attachment, Customer agrees to execute a written amendment evidencing such addition to Service.

7.3 Additions During Last 12 Months of Term. Service ordered during the last 12 months of the Term must be added (a) pursuant to a new agreement that may include the existing Service; or (b) on a month-to-month basis at the rates in effect in the Tariff.

8. Termination.

8.1 Either party may terminate this Agreement in accordance with the applicable Tariff or for Cause. "Cause" means the failure of a party to perform a material obligation under this Agreement, which failure is not remedied: (a) for payment defaults by Customer, within five days of separate written notice from Qwest of such default (unless a different notice period is specified in the Tariff); or (b) for any other material breach, within 30 days of written notice (unless a different notice period is specified in the Tariff or this Agreement). Customer will remain liable for charges accrued but unpaid as of the termination date.

8.2 If, prior to the conclusion of the Term, this Agreement is terminated either by Qwest for Cause or by Customer for any reason other than Cause, then Customer will also be liable for 100% of the MRC for terminated Service times the number of months (or fraction thereof) remaining (if any) in the Minimum Service Period, and 50% of the MRC times the number of months (or fraction thereof) remaining in the Term after the Minimum Service Period ("Termination Charge").

8.3 A Termination Charge will be waived when all of the following conditions are met: (a) Customer discontinues Service and signs a new service agreement(s) for any other Qwest provided service(s); (b) the new service agreement(s) have a total value equal to or greater than 115% of the remaining prorated value of the existing agreement(s) (excluding any special construction charges, applicable nonrecurring charges, or previously billed but unpaid recurring and nonrecurring charges); (c) Customer places the orders to discontinue the Service and establish new service at the same time (within 30 calendar days of each other if service is in New Mexico); (d) the new service(s) installation must be completed within 30 calendar days of disconnection of the Service, unless such installation delay is caused by Qwest; and (e) a new minimum service period goes into effect, if applicable, when the new service agreement term begins. The waiver does not apply to changes between regulated and unregulated or enhanced products and services.

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9. Out-Of-Service Credit. If Qwest causes a Service interruption, an out-of-service credit will be calculated under the state local exchange Tariff. If there is no applicable Tariff and the interruption lasts for more than 24 consecutive hours after Qwest receives notice of it, Qwest will give Customer credit calculated by dividing the monthly rate for the affected Service by 30 days and multiplying that daily rate by the number of days that Service was interrupted.

10. Disclaimer of Warranties. QWEST DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, WARRANTIES OF TITLE, NONINFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NO ADVICE OR INFORMATION GIVEN BY QWEST, ITS AFFILIATES OR ITS CONTRACTORS OR THEIR RESPECTIVE EMPLOYEES WILL CREATE ANY WARRANTY.

11. Limitation of Liability. NEITHER PARTY, ITS AFFILIATES, AGENTS, OR CONTRACTORS WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, RELIANCE, PUNITIVE, OR CONSEQUENTIAL DAMAGES OR FOR ANY LOST PROFITS OR REVENUES OR LOST DATA OR COSTS OF COVER RELATING TO THE SERVICE OR THIS AGREEMENT, REGARDLESS OF THE LEGAL THEORY UNDER WHICH SUCH LIABILITY IS ASSERTED. WITH REGARD TO ANY SERVICE RELATED CLAIM BY CUSTOMER FOR DAMAGES THAT IS NOT LIMITED BY THE PRECEDING SENTENCE, CUSTOMER'S EXCLUSIVE REMEDIES FOR SUCH CLAIM WILL BE LIMITED TO THE APPLICABLE OUT-OF-SERVICE CREDITS, IF ANY. This limitation of liability will not apply to a party's indemnification obligations or Customer's payment obligation for charges under this Agreement, (e.g., Service charges, Taxes, interest, and termination or cancellation charges).

12. Personal Injury, Death, and Property Damage. Each party will be responsible for the actual, physical damages it directly causes to the other party in the course of its performance under this Agreement, limited to damages resulting from personal injury or death to a party's employees and loss or damage to a party's personal tangible property arising from the negligent acts or omissions of the liable party; PROVIDED, HOWEVER, THAT NEITHER PARTY, ITS AFFILIATES, AGENTS, OR CONTRACTORS WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, RELIANCE, PUNITIVE, OR CONSEQUENTIAL DAMAGES OR FOR ANY LOST PROFITS OR REVENUES OR LOST DATA OR COSTS OF COVER.

13. Confidentiality; Publicity. Neither party will, without the prior written consent of the other party: (a) disclose any of the terms of this Agreement or use the name or marks of the other party or its Affiliates; or (b) disclose or use (except as expressly permitted by, or required to achieve the purposes of, this Agreement) the Confidential Information of the other party. Qwest's consent may only be given by its Legal Department. A party may disclose Confidential Information if required to do so by a governmental agency, by operation of law, or if necessary in any proceeding to establish rights or obligations under this Agreement. "Confidential Information" means any information that is not generally available to the public, whether of a technical, business or other nature and that: (c) the receiving party knows or has reason to know is confidential, proprietary or trade secret information of the disclosing party; or (d) is of such a nature that the receiving party should reasonably understand that the disclosing party desires to protect such information against unrestricted disclosure. Confidential Information will not include information that is in the public domain through no breach of this Agreement by the receiving party or is already known or is independently developed by the receiving party.

14. Governing Law; Dispute Resolution.

14.1 Governing Law; Forum. This Agreement will be governed by the laws of the state of Colorado, except with regard to matters which are within the exclusive jurisdiction of the state or federal regulatory agency. Those matters alone will be governed by the laws of the appropriate jurisdiction. Any legal proceeding relating to this Agreement, will be brought in a U.S. District Court, or absent federal jurisdiction, in a state court of competent jurisdiction, in the location of the party to this Agreement not initiating the action, as indicated in the Notices section. But Qwest may, at its discretion, initiate proceedings in Denver, Colorado to collect undisputed amounts billed. This provision is not intended to deprive a small claims court or state agency of lawful jurisdiction that would otherwise exist over a claim or controversy between the parties.

14.2 Waiver of Jury Trial and Class Action. Each party, to the extent permitted by law, knowingly, voluntarily, and intentionally waives its right to a jury trial and any right to pursue any claim or action relating to this Agreement on a class or consolidated basis or in a representative capacity.

15. Notices. Unless otherwise provided herein, all required notices to Qwest must be in writing, sent to 1801 California St., # 900, Denver, CO 80202; fax #: 888-778-0054; Attn.: Legal Dept., and to Customer at its then current address as reflected in Qwest's records Attn.: General Counsel or other person designated for notices. Unless otherwise provided herein, all notices will be deemed given: (a) when delivered in person to the recipient named above; (b) three business days after mailed via regular U.S. Mail; (c) when delivered via overnight courier mail; or (d) when delivered by fax if duplicate notice is also sent by regular U.S. Mail.

16. General. Customer may not assign this Agreement or any of the rights or obligations hereunder without the prior written consent of Qwest which will not be unreasonably withheld. Customer may not assign to a reseller or a telecommunications carrier under any circumstances and Customer represents that it will not resell the Service. This Agreement is intended solely for Qwest and Customer, and not to benefit by any other person or entity (e.g., Customer's members, End Users, customers, or any other third parties who use or access the Service or the Qwest network via the Service). If any term of this Agreement is held unenforceable, such term will be construed as nearly as possible to reflect the original intent of the parties and the remaining terms will remain in effect. Neither party's failure to insist upon strict performance of any provision of this Agreement will be construed as a waiver of any of its rights hereunder. All terms of this Agreement that should by their nature survive the termination of this Agreement will so survive. If there is a conflict in any term or condition of any documents that govern the provision of the Service hereunder, the following order of precedence will apply

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in descending order of control: the Tariff, this Agreement, the Tech Pub, and Qwest records. Neither party will be liable for any delay or failure to perform its obligations hereunder if such delay or failure is caused by a Force Majeure Event. "Force Majeure Event" means an unforeseeable event beyond the reasonable control of that party, including without limitation: act of God, fire, flood, labor strike, sabotage, cable cuts, acts of terror, material shortages or unavailability, government laws or regulations, war or civil disorder, or failures of suppliers of goods and services. Except for Tariff or Service modifications initiated by Qwest, all amendments to this Agreement must be in writing and signed by the parties' authorized representatives. However, any change in rates, charges, or regulations mandated by the legally constituted authorities will act as a modification of any contract to that extent without further notice. Each party reserves the right at any time to reject any handwritten change to this Agreement.

17. Entire Agreement. This Agreement constitutes the entire agreement between Customer and Qwest and supersedes all prior oral or written agreements or understandings relating to this subject matter. Electronic signatures on this Agreement will be accepted only in the form and manner prescribed by Qwest.

City of Bonney Lake

Qwest Corporation

Authorized Signature

Authorized Signature

Neil Johnson

Name Typed or Printed

Name Typed or Printed

Mayor

Title

Title

8 February 2011

Date

Date

Address for Notices:

PO BOX 7380, Bonney Lake, WA 98391

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AQCB Contract Number: _____

PRICING ATTACHMENT

City of Bonney Lake
Customer

Type of Service	USOC	Term	MRC	NRC
PRS Voice/Data	ZPGU3	36 months	\$580	\$0.00

Wire Centers

BONNEY LAKE	RENTON	SPOKANE CHESTNUT	TACOMA LOGAN
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Service Address and Wire Center	Circuit ID or BTN	Type of Service	Qty.	Total MRC per City (MRC x Qty.)
18421 Sumner Buckley Hwy Bonney Lake, WA 98391	New	PRS Voice/Data	1	\$580.00
Total MRC:				\$580.00

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

Department/Staff Contact: Executive / Brian Hartsell	Meeting/Workshop Date: 8 February 2011	Agenda Bill Number: AB11-15
Agenda Item Type: Resolution	Ordinance/Resolution Number: 2096	Councilmember Sponsor:

Agenda Subject: Contract Award for PSB Lighting Retrofit Project

Full Title/Motion: A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing The City To Award A Contract To Seahurst Electric To Complete The Public Safety Building Lighting Retrofit Project..

Administrative Recommendation: Approve the Resolution

Background Summary: In Sept 2009 the City applied for the two energy efficiency grants to fully fund two energy efficient retrofit projects. One of these projects will retrofit the interior ceiling lighting in the Public Safety Building (PSB) with energy efficient lights. Up to \$36,637 was made available from the Recovery Act and from Puget Sound Energy to fund the retrofit project. The City issued a Request for Quote to the MRSC Small Works Roster in Dec 2010 and received 7 responses. After careful review, the City recommends a contract award to Seahurst Electric of Everett, WA. Their quote came in at \$21,870.02--\$23,903.93 with 9.3% sales tax. An estimated \$5,000 in electric utility costs will be saved annually upon completion of the lighting retrofit project. The Resource Conservation Manager will compare pre and post consumption data to verify savings.

Attachments: 1) Quote Comparison 2) Contractor Agreement and 3) Exhibit A, Scope of Work

BUDGET INFORMATION			
Budget Amount	Current Balance	Required Expenditure	Budget Balance
Budget Explanation: \$36,637 in grant funds are set apart for the project. The lowest responsible quote came in at \$21,870.02--\$23,903.93 with 9.3% sales tax.			

COMMITTEE, BOARD & COMMISSION REVIEW											
Council Committee Review:	Finance Committee Date: 25 January 2011	<i>Approvals:</i> Chair/Councilmember Dep Mayor Swatman Councilmember Councilmember Hamilton Councilmember Councilmember Rackley	<table style="width: 100%; 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										
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Forward to: 8 Feb 2011 Council Meeting		Consent Agenda: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No									
Commission/Board Review:											
Hearing Examiner Review:											

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

APPROVALS		
Director:	Mayor:	Date Reviewed by City Attorney:

RESOLUTION NO. 2096

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AUTHORIZING THE CITY TO AWARD A CONTRACT TO SEAHURST ELECTRIC FOR \$23,903.93 TO COMPLETE THE PUBLIC SAFETY BUILDING LIGHTING RETROFIT PROJECT.

WHEREAS, the City received grant funds from the Puget Sound Energy custom grant program and the Dept of Commerce Energy Efficiency Community Development Block Grant for this retrofit project; and

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

WHEREAS, Seahurst Electric provided the lowest responsible quote;

NOW THEREFORE, the City Council of the City of Bonney Lake, Washington hereby resolves as follows:

The Mayor is authorized to sign the attached contract with Seahurst Electric to complete the Public Safety Building Lighting Retrofit project.

PASSED by the City Council this 8th day of February, 2011

Neil Johnson Jr., Mayor

ATTEST:

Harwood T. Edvalson, CMC
City Clerk

APPROVED AS TO FORM:

James Dionne, City Attorney

Item	Replacement Product	Access Services-Auburn	Seahurst-Everett	Advanced Energy Mgmt-Tacoma	Inoco-Tukwila	Light Doctor-Mountlake Terrace	Toft Electric-Roy	Elite Electric-Puyallup		
		Quantity (Approx)	Unit Price	Extended Price	Quantity (Approx)	Unit Price	Extended Price	Quantity (Approx)	Unit Price	Extended Price
14" T-8, 32W, 841 series		830	\$ 1.192.32	\$ 1,315.44	830	\$ 3.36	\$ 2,788.80	648	\$ 1,950.00	\$ 1,262.40
Ballast, normal power factor (for 2' U T 8 and 4' T-8 lamps)		507	\$ 4,999.24	\$ 5,813.39	507	\$ 18.00	\$ 9,126.00	416	\$ 13.28	\$ 5,525.12
3' T-8, 25W, 841 series		40	\$ 2.20	\$ 88.00	40	\$ 2.70	\$ 108.00	40	\$ 4.25	\$ 170.00
Ballast, normal power factor (for 3' T-8 lamps)		20	\$ 10.09	\$ 201.80	20	\$ 18.50	\$ 370.00	20	\$ 13.25	\$ 265.00
52" U T-8, 841 series		208	\$ 1,204.32	\$ 1,449.76	208	\$ 12.00	\$ 2,496.00	208	\$ 9.21	\$ 1,915.68
62" T-8 U bend lamp clip		416	\$ 0.65	\$ 270.40	416	\$ 2.00	\$ 832.00	416	\$ 0.87	\$ 361.92
7 Tonsibone		204	\$ -	\$ -	204	\$ 2.00	\$ 408.00	204	\$ 0.59	\$ 120.36
Retrofit Kits Engine Bay		20	\$ 77.42	\$ 1,548.40	20	\$ 48.19	\$ 963.80	20	\$ 104.00	\$ 2,080.00
Retrofit Kits Single Pin Replacement		51	\$ 64.75	\$ 3,302.25	51	\$ 25.91	\$ 1,321.41	51	\$ 58.00	\$ 2,958.00
Sub Total				\$ 13,801.12			\$ 16,128.81			\$ 10,984.72
8 Installation		1	\$ 25,120.00	\$ 25,120.00	1	\$ 34,457.00	\$ 34,457.00	1	\$ 15,600.00	\$ 15,600.00
9 Freight (if any)		1	\$ 7,285.86	\$ 7,285.86	1	\$ -	\$ -	1	\$ -	\$ -
10 Waste Removal		1	\$ 1,000.00	\$ 1,000.00	1	\$ 215.00	\$ 215.00	1	\$ 2,430.00	\$ 2,430.00
Retrofit Kits Engine Bay		20	\$ 785.40	\$ 15,708.00	20	\$ 500.00	\$ 10,000.00	20	\$ 60.75	\$ 1,215.00
Retrofit Kits Single Pin Replacement		51	\$ 52.80	\$ 2,692.80	51	\$ 25.00	\$ 1,275.00	51	\$ -	\$ -
Electrical Permits & Inspections										
Bonding and Professional Liability Insurance										
Sub Total				\$ 8,071.26			\$ 35,357.00			\$ 19,245.00
TOTAL BID				\$ 38,450.48			\$ 51,485.81			\$ 30,229.72
Sales Tax @ 9.3%				\$ 2,094.13			\$ 4,788.18			\$ 2,811.36
TOTAL BID + Tax				\$ 42,028.87			\$ 56,273.99			\$ 33,041.08

NOTE: The information in this table was taken from contractor quotes. Some of their pricing reflected three or more decimal places. This table rounded, hence some totals may be a few dollars different than their quote sheet (which is available for inspection). This rounding difference was insignificant and had no effect on ranking.

CITY OF BONNEY LAKE CONTRACTOR AGREEMENT

THIS AGREEMENT, is made and entered into this ___ day of _____ 2010 by and between the CITY OF BONNEY LAKE, a Washington municipal corporation, hereinafter referred to as the "CITY" and Seaburst Electric, Inc., hereinafter referred to as the "CONTRACTOR."

WITNESSETH:

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

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

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

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

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

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

4. REPORTS AND INSPECTIONS.

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

5. INDEPENDENT CONTRACTOR RELATIONSHIP.

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

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

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

7. HOLD HARMLESS INDEMNIFICATION.

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

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

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

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

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

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

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

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

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

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

10. COMPLIANCE WITH LAWS.

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

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

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

11. NONDISCRIMINATION AND LEGAL COMPLIANCE.

11.1 The CITY is an equal opportunity employer.

11.2 ***Nondiscrimination in Employment.*** In the performance of this Agreement, the CONTRACTOR agrees not to discriminate against any client, employee or applicant for employment or for services because of race, creed, color, national origin, marital status, gender, age or handicap except for a bona fide occupational qualification with regard to, but not limited to, the following: employment upgrading; demotion or transfer; recruitment or any recruitment advertising; layoff or termination; rates of pay or other forms of compensation; selection for training; and rendition of services. CONTRACTOR understands and agrees that if it violates this section, this Agreement may be terminated by the City, and that CONTRACTOR shall be barred from performing any services for the City in the future unless and until a showing is made satisfactory to the City that discriminatory practices have terminated and that recurrence of such action is unlikely.

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

- 11.4 If any assignment and/or subcontracting has been authorized by the CITY, said assignment or subcontract shall include appropriate safeguards against discrimination. The CONTRACTOR shall take such action as may be required to ensure full compliance with the provisions in the immediately preceding paragraphs herein.
- 11.5 The CONTRACTOR represents and warrants that it is in compliance with and agrees that it will remain in compliance with the provisions of the Immigration Reform and Control Act of 1986, including but not limited to the provisions of the Act prohibiting the hiring and continued employment of unauthorized aliens and requiring verification and record keeping with respect to the status of each of its employees' eligibility for employment. The CONTRACTOR shall include a provision substantially the same as this section in any and all contracts with subcontractors performing work required of the CONTRACTOR under this contract. The CONTRACTOR agrees to indemnify and hold the City harmless from any and all liability, including liability for interest and penalties, the City may incur as a result of the CONTRACTOR failing to comply with any provisions of the Immigration Reform and Control Act of 1986.

12. ASSIGNMENT/SUBCONTRACTING.

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

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

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

14. MAINTENANCE AND INSPECTION OF RECORDS.

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

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

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

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

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

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

19. TERMINATION.

19.1 **Termination for Convenience.** The CITY may terminate this Agreement, in whole or in part, at any time, by written notice to the CONTRACTOR. In the event of termination for the convenience of the CITY, the CONTRACTOR shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The CONTRACTOR shall promptly submit a termination claim to the CITY. If the CONTRACTOR has any property in its possession belonging to the CITY, the CONTRACTOR will account for the same, and dispose of it in the manner directed by the CITY.

19.2 **Termination for Cause.** If the CONTRACTOR fails to perform in the manner called for in this Agreement, or if the CONTRACTOR fails to comply with any other provisions of the Agreement and fails to correct such noncompliance within five (5) days written notice thereof, the CITY may terminate this Agreement for cause. Termination shall be effected by serving a notice of termination on the CONTRACTOR setting forth the manner in which the CONTRACTOR is in default. The CONTRACTOR will only be paid for services performed in accordance with the manner of performance set forth in this Agreement.

20. NOTICE. Notice provided for in this Agreement shall be sent by certified mail to the addresses designated for the parties on the last page of this Agreement.

21. ATTORNEYS FEES AND COSTS. If any legal proceeding is brought for the enforcement of this Agreement, or because of a dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, the prevailing party shall be entitled to recover from the other party, in addition to any other relief to which such party may be entitled, reasonable attorney's fees and other costs incurred in that action or proceeding.

22. JURISDICTION AND VENUE.

22.1 This Agreement has been and shall be construed as having been made and delivered with the State of Washington and it is agreed by each party hereto that this Agreement shall be governed by laws of the State of Washington, both as to interpretation and performance.

22.2 Any action of law, suit in equity, or judicial proceeding for the enforcement of this Agreement or any provisions thereof shall be instituted and maintained only in any of the courts of competent jurisdiction in Pierce County, Washington.

23. SEVERABILITY.

23.1 If, for any reason, any part, term or provision of this Agreement is held by a court of the United States to be illegal, void or unenforceable, the validity of the remaining provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

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

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

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

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

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

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

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

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

- 26.1 **Documentation.** CONTRACTOR will be required to provide receipts, evidence, and/or documented certification from the CONTRACTOR, vendor, distributor, supplier, or manufacturer verifying that the product was manufactured domestically.
- 26.2 **Exceptions.** As stated in a Feb 11, 2010 from the U.S. Dept of Energy, fluorescent electronic lighting ballasts are exempt from the Buy American requirement. Also, this Recovery Act Buy American provision DOES NOT APPLY to items that comprise in total a *de minimis* amount of the project; that is, any such incidental items up to a limit of no more than 5% of the total cost of the iron, steel, and manufactured goods used in and incorporated into a project.
- 27. CERTIFICATION REGARDING DEBARMENT.** The Contract must adhere to the certification regarding debarment requirement as indicated in Exhibit A, Section 5.2.
- 28. WORKSOURCE REQUIREMENT.** Unless hiring is directly from a union hall, all job openings created by the CONTRACTOR for this project must be listed with the WorkSource system (an affiliate of the Employment Security Department) before hiring; all hiring decisions also must be reported to WorkSource. In addition, all Subcontractors hired by the CONTRACTOR also must be required to list jobs and report hiring results to WorkSource. Existing CONTRACTOR or Subcontractor employees who are retained using funds from this project also must be reported to WorkSource. Evidence of this reporting will be supplied to the City.
- WorkSource will pre-screen and refer qualified job candidates for the CONTRACTOR'S or Subcontractor's consideration. The CONTRACTOR and Subcontractor also have the discretion to use other, additional recruitment systems and retain the right to make all hiring decisions. To begin the listing and reporting process, contact the Employment Security Department ARRA Business Unit at 877-453-5906 (toll-free), 360-438-4849, or ARRA@esd.wa.gov.
- 29. AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE.** The CONTRACTOR shall comply with the ADA.
- 30. RECOVERY ACT LOGO.** The City may utilize signage at the project site to indicate to the public that a portion of project costs were funded by the Recovery act and/or Puget Sound Energy.
- 31. POSTING OF RIGHTS AND REMEDIES POSTER.** The "Know Your Rights Under the Recovery Act" poster found at Exhibit M must be posted in a highly visible location on the project site for the duration of the project. This poster can be posted alongside the Dept of Labor poster referenced in Section 25.6.
- 32. PROVISION OF CONTRACTOR & SUBCONTRACTOR INFORMATION.** CONTRACTOR shall provide a list of subcontractors, if any, to the City throughout the period of performance of the contract and submit CONTRACTOR and subcontractor business name, TIN, UBI number, DUNS # and 9 digit zip code at vendor HQ.

33. PERMIT REQUIREMENT. CONTRACTOR must secure an electrical permit from the Washington Dept of Labor and Industries prior to commencing work.

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

CITY OF BONNEY LAKE

CONTRACTOR: Seedhurst Electric, Inc.

Neil Johnson Jr., Mayor



JACK SOUTHWICK

Date: _____

UBI Number 6000 644 157

PO Box 7380

Date: VIII/11

Bonney Lake, WA 98391

Address: 2915 Chestnut St.

Address: Everett, WA 98201

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





**CITY OF BONNEY LAKE
REQUEST FOR QUOTES
FOR A
PUBLIC SAFETY BUILDING LIGHTING RETROFIT PROJECT**

1. PURPOSE OF REQUEST. The City of Bonney Lake is requesting quotes for a lighting retrofit project for its Public Safety Building (PSB), which is located at 18421 Sumner-Buckley Hwy E, Bonney Lake, WA 98391. The PSB, a three-floor 31,000 sq ft facility, was constructed in 1993 and is home to the Bonney Lake Police Department and East Pierce Fire and Rescue. Funding for this project is made available through the American Recovery and Reinvestment Act and Puget Sound Energy.

2. INSTRUCTIONS TO PROPOSERS.

2.1 All proposal packages should be sent to:

City of Bonney Lake
Attn: Brian Hartsell, Executive Assistant
P.O. Box 7380
19306 Bonney Lake Blvd. E.
Bonney Lake, WA 98391

2.2 Proposers are responsible for assuring delivery. For questions, contact Brian Hartsell, Executive Assistant, at hartsellb@ci.bonney-lake.wa.us or 253-447-3102. Answers to questions may be shared with other vendors participating in the RFQ process.

2.3 One reproducible copy of the proposal may be mailed or delivered to the address above, or sent by email with the proposal attached as a PDF file. Proposers are responsible for assuring delivery.

2.4 Proposals must be received by the City no later than **Thursday, January 6, 2011 at 3:00 p.m.** Proposals will be evaluated, with a recommendation to go forward to the City's Finance Committee. The Finance Committee will then forward a final recommendation for project award to the full City Council. This award process is realized and contingent upon the mayor's signature of the Contractor Agreement (See Section 3.5) and is expected to be complete by February, 2011.

2.5 **Builders Exchange.** All contract documents, drawings, and specifications for this project are available for viewing and downloading on-line through Builders

Exchange of Washington, Inc. (BXWA) at <http://www.bxwa.com>. To view the documents on BXWA's website, select the following links: "Posted Projects"; "Small Public Works Roster"; "City of Bonney Lake"; "Small Works Projects". Proposers are encouraged to "Register on this project" to receive automatic e-mail notification of future addend and be placed on the "Bidders List." For other questions, contact the Builders Exchange of Washington at (425) 258-1303.

3. PROPOSAL TERMS AND CONDITIONS.

- 3.1 The City reserves the right to reject any and all proposals, and to waive minor irregularities in any proposal.
- 3.2 The City reserves the right to request clarification of information submitted, and to request additional information from any proposer.
- 3.3 The City reserves the right to reject any proposed agreement or contract that does not conform to the specifications contained in the RFQ.
- 3.4 The City shall not be responsible for any costs incurred by the firm in preparing, submitting or presenting its response to the RFQ.
- 3.5 **Contractor Agreement.** All work performed will be carried out consistent with the scope of work in Section 4 and under the terms set forth in the signed Contractor Agreement.

4. SCOPE OF SERVICES. In the event of a contract award, the project relating to this RFQ must be completed and invoiced to the City of Bonney Lake in the time period (*approximately March 31, 2011*) to be stipulated in the Notice to Proceed. Work shall not commence until the Notice to Proceed is issued by the City to the Contractor. Tasks shall include the following:

- 4.1 **T-12 to T-8 Retrofit.** All interior T-12 fluorescent lamps and ballasts in the PSB shall be retrofitted with T-8 fluorescent lamps and ballasts. A small percentage of the retrofits will require replacement of tombstones (lamp sockets) where single-pin lamps were previously used in order to accommodate the new T-8 two-pin lamps. The retrofit project includes the PSB engine bay fixtures which will go from two 8' T-12 lamps to four 4' T-8 lamps.
- 4.2 **Summary Table.** The requirements as stated in Section 4.1 above are summarized in the table below:

Item	Replacement Product	Quantity (Approx)
1	4' T-8, 32W, 841 series	830
2	Ballast, normal power factor (for 2' U T-8 and 4' T-8 lamps)	507
3	3' T-8, 25W, 841 series	40
4	Ballast, normal power factor (for 3' T-8 lamps)	20
5	2' U T-8, 841 series	208
6	2' T-8 U bend lamp clip	416
7	Tombstone	204

- 4.3 **Walk through.** The City's electrician will lead a walk through of the PSB on **Wednesday, December 29, 2010, at 930am and at 130pm.** The walk through will allow any interested contractors to become more familiar with the project and have potential questions answered. Please RSVP for walk through by contacting the Executive Assistant via email or phone (See section 2.2 for contact info).
- 4.4 **Floorplans/Drawings.** As-built drawings have been scanned in and included in this packet at Exhibit C. Several rooms have previously been remodeled and will not be part of the retrofit project. These rooms are noted on the drawings.
- 4.5 **Waste Disposal.** All waste generated from the removal of the existing lighting will be disposed of by the contractor at an approved recycling center. The contractor shall follow all applicable hazardous waste and disposal laws and shall present documentation to the City as evidence of proper disposal before payment.
- 4.6 **Work Schedule.** The CONTRACTOR shall provide a work plan and schedule to the CITY prior to receiving the Notice to Proceed. All work is to be conducted between the hours of 7:30am and 5:00pm, Monday through Friday, excluding any holidays. The Contractor will be required to sign in and sign out at the Police Station front counter each day.
- 4.7 **Background Check.** All employees of the CONTRACTOR will be required to submit their names to the Bonney Lake Police Department and successfully pass a background check prior to gaining access to the Public Safety Building to do work under this contract and therefore prior to receiving the Notice to Proceed from the City.
5. **PROPOSAL CONTENTS.** All proposals must include the information outlined in this section. Items in Section 5.1 through 5.5 must be submitted collectively as the Quote Proposal Package by the deadline set forth in Section 2.4. Items in Section 5.6 through 5.11 are to be executed and submitted within 10 calendar days after receiving the Notice of Award.

- 5.1 ***Contractor Proposal with contractor contact information.***
- 5.2 ***Certification Regarding Debarment.*** Contractor must certify prior to entering into any agreement with the City that they or any subcontractors are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency. Further, contractor must certify that they have not within a three-year period prior to entering into any agreement with the partnership been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice.
- 5.3 ***Completed Quote Sheet.*** Pricing, including waste disposal and sales tax, for all items in Exhibit A, Section 4, Scope of Services, shall be provided on Exhibit B, Quote Sheet.
- 5.4 ***Signed Contract.*** In the event of an award, the City will then sign the contract.
- 5.5 ***References.*** Provide 3 professional references, preferably from a government agency, for which you have completed similar work.
- 5.6 ***Performance and Guarantee Bond.*** See Exhibit H and Section 18 of the contract.
- 5.7 ***Certificates of Insurance.*** See Exhibit I and Section 8 of the contract.
- 5.8 ***Certificate as to Corporate Principal.*** See Exhibit J.
- 5.9 ***Certificate as to Corporate Seal*** See Exhibit K.
- 5.10 ***Contractor's Declaration of Option for Management of Statutory Retained Percentage.*** See Exhibit L and Section 17 of the contract.
- 5.11 ***Names for Background Check.*** See Exhibit A, Section 4.7.

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

Department/Staff Contact: Admin Srvc / Edvalson	Meeting/Workshop Date: 8 February 2011	Agenda Bill Number: AB11-27
Agenda Item Type: Motion	Ordinance/Resolution Number:	Councilmember Sponsor:

Agenda Subject: Call for Special Meeting (Retreat) of the Council, Planning Commission, Design Commission and Park Board

Full Title/Motion: A Motion Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Setting A Special Meeting For March 5, 2011 At 8:30 A.M. For The City Council, Planning Commission, Design Commission And Park Board To Be Held At The Former Reed Farm House Located At 7109 Barkubein Rd, Buckley, Wa 98321.

Administrative Recommendation: Approve.

Background Summary: The City Council desires to hold its annual planning retreat. As part of their planning process, they wish to discuss such issues as a vision for Eastown, development of a Midtown Plan and Parks, Trails and Openspace plans for the City of Bonney Lake. By inviting representation of the various Boards and Commissions, the Council hopes to give its advisory groups an opportunity to participate in the discussion to set direction for these issues. All members of the boards and commissions are invited to attend

Attachments: None.

BUDGET INFORMATION			
Budget Amount	Current Balance	Required Expenditure	Budget Balance
\$0			
Budget Explanation: No budget impact for this action of setting a special meeting.			

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): 02/01/11	Public Hearing Date(s):
Meeting Date(s):	Tabled to Date:

APPROVALS		
Director: <i>HTE</i>	Mayor: <i>NJ</i>	Date Reviewed by City Attorney: N/A (if applicable):

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

Department/Staff Contact: Public Works / Marlyn Campbell	Meeting/Workshop Date: 8 February 2011	Agenda Bill Number: AB11-19
Agenda Item Type: Motion	Ordinance/Resolution Number:	Councilmember Sponsor: James Rackley

Agenda Subject: Accept Fennel Creek Trail & 192nd Ave Sidewalks- Phase 1 project with Titan Earthwork complete.

Full Title/Motion: A Motion Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, To Accept As Complete- Fennel Creek Trail & 192nd Ave Sidewalks, Titan Earthwork.

Administrative Recommendation:

Background Summary: Resolution 2036, 22 June 2010 awarded the construction contract to Titan Earthwork for the Fennel Creek Trail & 192nd Ave Sidewalks- Phase 1 project to construct sidewalks along 192nd Ave East. This is the first phase of a two phase effort that will connect a pedestrian path to the three schools in the 192nd Ave corridor with residents on the Angeline Road corridor. See attached Project Completion Report for detail information on this project. As a matter of housekeeping, this project has been reconciled, accepted by the City Engineer and project close out documents are complete. DOR, Employment Security and L & I have been notified and we are awaiting confirmation from these three organizations that there are no unpaid taxes and wages.

Attachments: Project Completion Report, Bill of Sale, Notice of Completion of Public Works Contract and 3 photos of project, before, during and after.

BUDGET INFORMATION			
Budget Amount	Current Balance	Required Expenditure	Budget Balance
N/A			
Budget Explanation: Retainage release of \$25,622.12			

COMMITTEE, BOARD & COMMISSION REVIEW			
Council Committee Review:	Community Development	<i>Approvals:</i>	Yes No
	Date: 7 February 2011	Chair/Councilmember Rackley	<input type="checkbox"/> <input type="checkbox"/>
		Councilmember McKibbin	<input type="checkbox"/> <input type="checkbox"/>
		Councilmember Lewis	<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): 8 February 2011	Tabled to Date:

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

PUBLIC WORKS - PROJECT COMPLETION REPORT

Project Title: Fennel Creek Trail & 192nd Ave Sidewalks- Phase 1

Project Financing Summary:

Project Revenue Sources:

City Fund Source(s): Safe Routes to School Grant = \$734,490

Total Project Budget = \$734,490

Project Expenditures:

Study = N/A
 Design = \$187,744
Total Construction \$546,746

Engineer's Estimate =	610,000- 810,000	
	<u>Contract Award Amount</u>	<u>Actual</u>
Low Bid/Contract=	\$496,848	501,250
Contingency- 10%=	\$49,685	20,476
Field Engineering Services- 5% =	\$24,842	25,020
	<u>\$571,375</u>	<u>546,746</u>

Total Project Cost = \$734,490

Total Budget for construction= \$571,375
 Actual **Under Budget=** -\$24,629

Planning

Comprehensive Facilities Plan Approved by City Council:	8/28/2007	Actual Costs
Study Required:	N/A	
FY Funding in Budget:	N/A	
Study Contract NTP Date:	N/A	
Study Contract Completion Date:	N/A	
Planning Actual Total =		\$0

Design

Date RFP Issued	Sole Source consulting services- WSDOT approval 6/3/08	
Design Contract Award Date:	9/3/2008	
Design Contract Completion Date:	Jan-10	
Design Consultant(s):	Parametrix	\$187,744
Scope of Work Changes:		<u>Date</u>
1		
Change Order Summary:		
1		
Design Actual Total =		\$187,744

Construction

Date of Advertisement:	5/26/2010		
Bid Opening Date:	6/9/2010		
Engineer's Estimate:	610,000- 810,000		
Low Responsive/Responsible Bid:	\$496,848	\$501,250	
Contract Award Date:	6/22/2010		
Contract Completion Date:	10/20/2010		
Closeout Date:	2/8/2011		
Scope of Work Changes:		<u>Date</u>	
1			
Change Order Summary:			
1	Substitute crush surfacing top course for surfacing base	7/23/2010	\$0.00
2	utility conflict- curb inlet installed instead of Type 1 catch basin	8/12/2010	\$658.75
3	replacing Type 1 Catch basin for Type 1L- skewed angle	8/12/2010	\$2,850.00
4	3 locking mail box units to relplace 5 each mailboxes	9/22/2010	-\$2,075.00
5	additional chain link fence placed adjacent to fill slope	10/18/2010	\$7,732.85
6	Suspend work September 17, 2010 until fence order	10/18/2010	\$0.00
7	Seal Paving joints- additional mobilization & labor	11/20/2010	\$653.78
8	increase of Crosswalk Mark- equitable adjustment	11/20/2010	\$707.84
9	Staking revised sidewalk ramps	11/20/2010	\$663.64
			\$11,191.86
Other Construction			
WSDOT Permit			\$476
DOE Permits			\$927
Intolight- move street lights)			\$7,881
Field Engineering Services			25,020
Construction Actual Total =			\$546,746
Total Project Cost=			\$734,490

PW Infrastructure Addition(s):

See attached Bill of Sale form

CITY OF BONNEY LAKE, PIERCE COUNTY

BILL OF SALE

Fennel Creek Trail and 192nd Avenue Sidewalk Project – Phase 1

KNOW ALL MEN BY THESE PRESENTS that for and in consideration of the sum of One Dollar (\$1.00) and other good and sufficient consideration, receipt whereof is hereby acknowledged, the undersigned grantor(s) **City of Bonney Lake** do(es) by these presents hereby convey, set over, assign, transfer and sell to the City of Bonney Lake, Pierce County, Washington, a municipal corporation, the following described Street and Storm Drainage Improvements and all appurtenances thereto, situated in Pierce County, Washington:

STREET IMPROVEMENTS

<u>Item</u>	<u>Quantity</u>	<u>Unit</u>	<u>Cost</u>
HMA CI ½ PG 58-22	507.19	Tons	\$55,537.31
Retaining Wall	936	SF	\$20,358.00
Cement Conc. Curb & gutter	5,175	LF	\$38,036.25
Cement Conc. Driveway Entrance	542.6	SY	\$13,429.35
Cement Conc. Sidewalk	3,235.8	SY	\$60,833.04
Cement Conc. Ramp Type 1	13	EA	\$4,940.00
Cement Conc. Ramp Type 2	13	EA	\$9,516.00
Chain Link Fence	426	LF	\$11,385.75
Plastic Crosswalk Line	952	SF	\$3,332.00
Plastic Stop Line	58	SF	\$429.20

STORM SYSTEM IMPROVEMENTS

<u>Item</u>	<u>Quantity</u>	<u>Unit</u>	<u>Cost</u>
12 In. Dia. Schedule A Storm Pipe	13	LF	\$ 458.25
Catch Basin Inlet	1	EA	\$1,785.00
Catch Basin Type 1L	1	EA	\$2,950.00

CITY OF BONNEY LAKE, PIERCE COUNTY

BILL OF SALE (page 2)

Fennel Creek Trail and 192nd Avenue Sidewalk Project – Phase 1

Cost Analysis

Provision of detailed costs (including labor and materials) are broken down into the facilities that were installed in each category of work listed below:

Street Improvements:	<u>\$496,831.83</u>
Storm System Improvements:	<u>\$ 15,603.25</u>
Total Improvements	<u>\$512,435.08</u>

The said grantor(s) hereby warrants that he, they, it, is/are the sole owner(s) of all the property above described; that they have full power to convey all rights herein conveyed and agree to hold the City of Bonney Lake harmless from any and all claims which might result from execution of this document. IN WITNESS WHEREOF the grantor(s) has/have executed these present this

_____ day of _____, [YEAR] . _____
"[ENTER DEVELOPER'S NAME]" Partner

(Individual Acknowledgement)

STATE OF WASHINGTON)
)ss.
COUNTY OF PIERCE)

On this _____ day of _____, 2001, before me known to be the individual(s) who executed the within and foregoing instrument and acknowledged that he/she signed and sealed the same as _____ free and voluntary act and deed, for the uses and purposes therein mentioned.
GIVEN under my hand and official seal the day and year in this certificate above written.

Notary Public in and for the Sate of Washington
residing at:

Email or Mail to both:

 Washington State
 Department of Revenue
 Public Works Section
 PO Box 47474
 Olympia WA 98504-7474
 FAX (360)864-4159
 PWC@dor.wa.gov



Washington State
 Department of Labor and Industries
 Contract Release
 PO Box 44274
 Olympia, WA 98504-4272
 FAX (360)902-6897
 ContractRelease@dli.wa.gov

NOTICE OF COMPLETION OF PUBLIC WORKS CONTRACT

Contractor's UBI Number: 602 605 763

Date: 2/2/2011

Name & Address of Public Agency
City of Bonney Lake 8720 Main Street East Bonney Lake, WA 98391

Department Use Only
Assigned to:
Date Assigned:

Notice is hereby given relative to the completion of contract or project described below

Project Name Fennel Creek Trail & 192nd Ave Sidewalks-Phase 1	Contract Number	Job Order Contracting <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Description of Work Done/Include Jobsite Address(es) Sidewalk construction project along 192nd Ave East, approx 3,400 linear feet of curb, gutter, and approx 2,400 linear feet of sidewalk.		
Contractor's Name Titan Earthwork, LLC		Telephone Number 206-325-3004
Contractor Address 13806 16th Street E, Sumner, WA 98390		
If Retainage is Bonded, List Surety's Name (or attach a copy)		
Surety Agent's Address		
Date Contract Awarded 6/22/2010	Date Work Commenced 7/19/2010	Date Work Completed 10-Sep
Date Work Accepted 10/20/2010		

Contract Amount	\$ 496,848.10	
Additions (+)	\$ 17,669.38	Liquidated Damages \$
Reductions (-)	\$ 2,075.00	Amount Disbursed \$ 486,820.36
Sub-Total	\$ 512,442.48	Amount Retained \$ 25,622.12
Amount of Sales Tax Paid at <u>0.000%</u>		
(If various rates apply, please send a breakdown)	\$	
TOTAL	\$ 512,442.48	TOTAL \$ 512,442.48

NOTE: These two totals must be equal

Please List all Subcontractors Below:

Subcontractor's Name:	UBI Number:	Affidavit ID (if known)
Stripe Rite	601 048 084	
CAD of Puget Sound	602 301 214	
Pacific Concrete Services LLC	602 126 314	
Mikes Lot Service	602 634 420	304170
Wilson Concrete Const Inc.	602 168 956	
Corliss Resources, Inc.	602 237 779	
OMA Construction, Inc	601 872 128	
Romex Co Constuction LLC	602 233 216	309147





