



Community Development Committee

May 17, 2016 Scheduled Meeting

Agenda

City of Bonney Lake Justice and Municipal Center, 3rd Floor Conference Room.

The meeting will be called to order at 4:00 P.M. and adjourned at P.M.

Roll Call:

Chairperson Donn Lewis
Councilmember James Rackley
Councilmember Dan Swatman

Attendees:

Public Works Director, Dan Grigsby
Community Development Director, John Vodopich
Development Review Engineer, Cole Elliott

I. Discussion/Presentation:

II. New Business/Action Items:

- Pg. 2 1. Approval of May 03, 2016 CDC Meeting Notes.
- Pg. 7 2. AB16-66, Resolution 2530, Authorize Myers Road South Overlay Project Design by KPG Engineering
- Pg. 72 3. AB16-70, Resolution 2532, Fennel Creek Sewer Lift Station Assessment Reimbursement Area Formation
- Pg. 79 4. AB16-71, Resolution 2533, Authorizing a Water Developers Extension Agreement with Nicholas Markham.
- Pg. 89 5. AB16-72, Resolution 2534, Award Fennel Creek Sewer Lift Station Project to Award Construction Inc.
- Pg. 96 6. AB16-74, Resolution 2536, Wholesale Water Supply Agreement with the City of Tacoma, Department of Public Utilities-Water Division

III. Actions Under Development by Staff:

- 1. Ordinance – Residential and Commercial Frontage Maintenance – City and Private Property Owner Responsibilities in the City Right of Way.
- 2. Establish City White River Basin Water Rights Using Cascade Water Alliance water rights.
- 3. Public Works Center project update provided quarterly. (Last updated on 1 March 2016)

Additional Attachments:

- 1.



Community Development Committee

May 03, 2016 Scheduled Meeting

Meeting Notes

City of Bonney Lake Justice and Municipal Center, 3rd Floor Conference Room.

The meeting was called to order at 4:00 P.M. and adjourned at 4:35 P.M.

Roll Call:

Chairperson Donn Lewis
Councilmember James Rackley
Councilmember Dan Swatman

Attendees:

Public Works Director, Dan Grigsby
Development Review Engineer, Cole Elliott

I. Discussion/Presentation:

1. Fennel Creek Sewer Lift Station. Director Grigsby described the scope and timeline for establishing an Assessment Reimbursement Area (ARA). This ARA will set the Latecomer Fee for construction of the new Fennel Creek Sewer Lift Station and Force Main being built this summer. An ARA is used in lieu of a Utility Latecomer Agreement when the City funds 100% of the project.
2. Councilmember Lewis asked about the new house, on 107th Street, being built behind the stormwater pond opposite BLHS. Director Grigsby indicated that this was on a piece of property that had been sold for failure to pay taxes. It was a remnant of a larger parcel when the City purchased ROW for the future 192nd Ave. It is an odd shaped lot that does not impact the stormwater pond or the future 192nd Ave Right of Way. Director Vodopich had previously confirmed that the appropriate permits have been applied for and issued.

II. New Business/Action Items:

1. Approval of April 19, 2016 CDC Meeting Notes. Approved as drafted.
2. AB16-63, Motion to Accept as Complete the Sewer Manhole Rehabilitation -2015 Project with NWCW, LLC. Director Grigsby will determine how the \$158K amount shown on the Project Completion Report was decided. (Subsequently determined that the correct number is \$119,194. The packet has been corrected that was forwarded to next week's City Council meeting). Good catch Councilmember Swatman! This completes the first year of the second three year IDQ contract to repair sewer manholes. CDC forwarded this action to the 10 May 2016 City Council meeting, on the consent agenda.
3. AB16-59, Resolution 2525, Authorizing a Developer Extension Agreement with Kelly Kahne. Development Review Engineer Elliott indicated that this agreement needed to be in place before Mr. Kahne could proceed with constructing the sewer line extension from the new Mazatlan parking lot to Kahne's other parcels near the Buttered Biscuit Too. Construction of this sewer line will also allow other property owners to connect to the city sewer system. CDC forwarded this action to the 10 May 2016 City Council meeting, on the consent agenda.

4. AB16-45 – Motion to Accept as Complete the SR410 Pedestrian Improvements Project with WHH Nisqually Federal Services, LLC. Director Grigsby indicated that after many months of effort, this contract can now be finalized and submitted to City Council for acceptance. He specifically commended City Engineer John Woodcock, Contract Administrator Marlyn Campbell, and Project Manager Art Larson (retired) for their professional efforts on this project. Attorney Jeff Ganson is also to be commended for his actions that resulted in all claims on this contract being resolved through mediation. CDC forwarded this action to the 10 May 2016 City Council meeting, on the consent agenda.
5. AB16-64, Resolution 2528, Authorizing a Developer Extension Agreement with Oakridge Homes. Development Engineer Elliott explained that this was an old development that had been suspended during the recession and was now being resurrected. It is on the west side of 214th Avenue opposite Connells Prairie Road. CDC forwarded this action to the 10 May 2016 City Council meeting, on the consent agenda.

III. Actions Under Development by Staff:

1. Ordinance – Residential and Commercial Frontage Maintenance – City and Private Property Owner Responsibilities in the City Right of Way.
2. Establish City White River Basin Water Rights Using Cascade Water Alliance water rights.
3. Public Works Center project update provided quarterly. (Last updated on 1 March 2016)

Additional Attachments:

1. Fennel Creek Sewer Lift Station Colored Assessment Reimbursement Area Map.
2. Corrected Project Completion Report for AB16-63, Motion to Accept As Complete, Sewer Manhole Rehabilitation Contract.

PUBLIC WORKS - PROJECT COMPLETION REPORT

Project Title: Sewer Manhole Rehabilitation - 2015

Project Financing Summary:

Project Revenue Sources:

Budget Authorized by City Council:		\$119,300
(2015 budget- \$90,000 plus 30% 2016)- contract runs March to March		
City Fund Source(s):	Sewer- SDC	119,300
Total Project Budget Utilized=		119,194

Project Expenditures:

Study =		N/A
Design =		\$0
<u>Total Construction</u>		<u>119,194</u>

Engineer's Estimate =	N/A	
	<u>Contract Award Amount</u>	<u>Actual</u>
Low Quote/Contract- budget=	\$119,300	118,908
Contingency- 10%=	\$0	287
Field Engineering Services- 5% =	\$0	0
	\$119,300	119,194

Total Project Cost = **\$119,194**

Total Budget for construction= **\$119,194**
Actual **Under Budget=** **\$106**

Actual Revenue Sources utilized for project:

Budget Authorized by City Council:		\$119,300
Actual City Funds utilized:	Sewer- SDC	119,194

Summary of Manhole's Rehabilitated
 Total Manholes- **41**
 Manhole Cleaning & Lining Preparation- **384 Feet**
 Lining of Manholes w. Raven 405 Liner System- **875 feet**
 Installation/Replacement of manhole bench & inverts- **.5 cubic yard**
 Adjustment of Manhole frame, cover & riser- **17 each**
 Reseal inflow/outflow pipe(s)- **46 each**
 Chemically Seal Manhole Infiltration Points- **47 each**
 Sand Blast existing coating in a 26.5 foot deep 60" manhole (L4, Grid#68)

Planning

Actual Costs

Comprehensive Facilities Plan Approved by City Council:	N/A	<u> </u>
Study Required:	N/A	<u> </u>
FY Funding in Budget:	N/A	<u> </u>
Study Contract NTP Date:	N/A	<u> </u>
Study Contract Completion Date:	N/A	<u> </u>

Planning Actual Total =	<input type="text" value="\$0"/>
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Design

Date RFP Issued	<u> </u>	N/A
Design Contract Award Date:	<u> </u>	
Design Contract Completion Date:	<u> </u>	
Design Consultant(s):	<u> </u>	Scope of work developed by staff

<u> </u>	<u> </u>	\$0
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Scope of Work Changes:		<u> </u>	Date
1			
2			

Change Order Summary:
1

Design Actual Total =	<input type="text" value="\$0"/>
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Construction

Date of Advertisement:	7/27/2011	
RFQ Opening Date:	8/10/2011	
Engineer's Estimate:	N/A	
Contract amount for annual extension:	\$185,000	118,908
Contract Award Date:	8/14/2012 - 1st Annual Option for extension	
Contract Completion Date:	7/25/2013	
Closeout Date:		

Scope of Work Changes:		
1	None	

Change Order Summary:
1 None

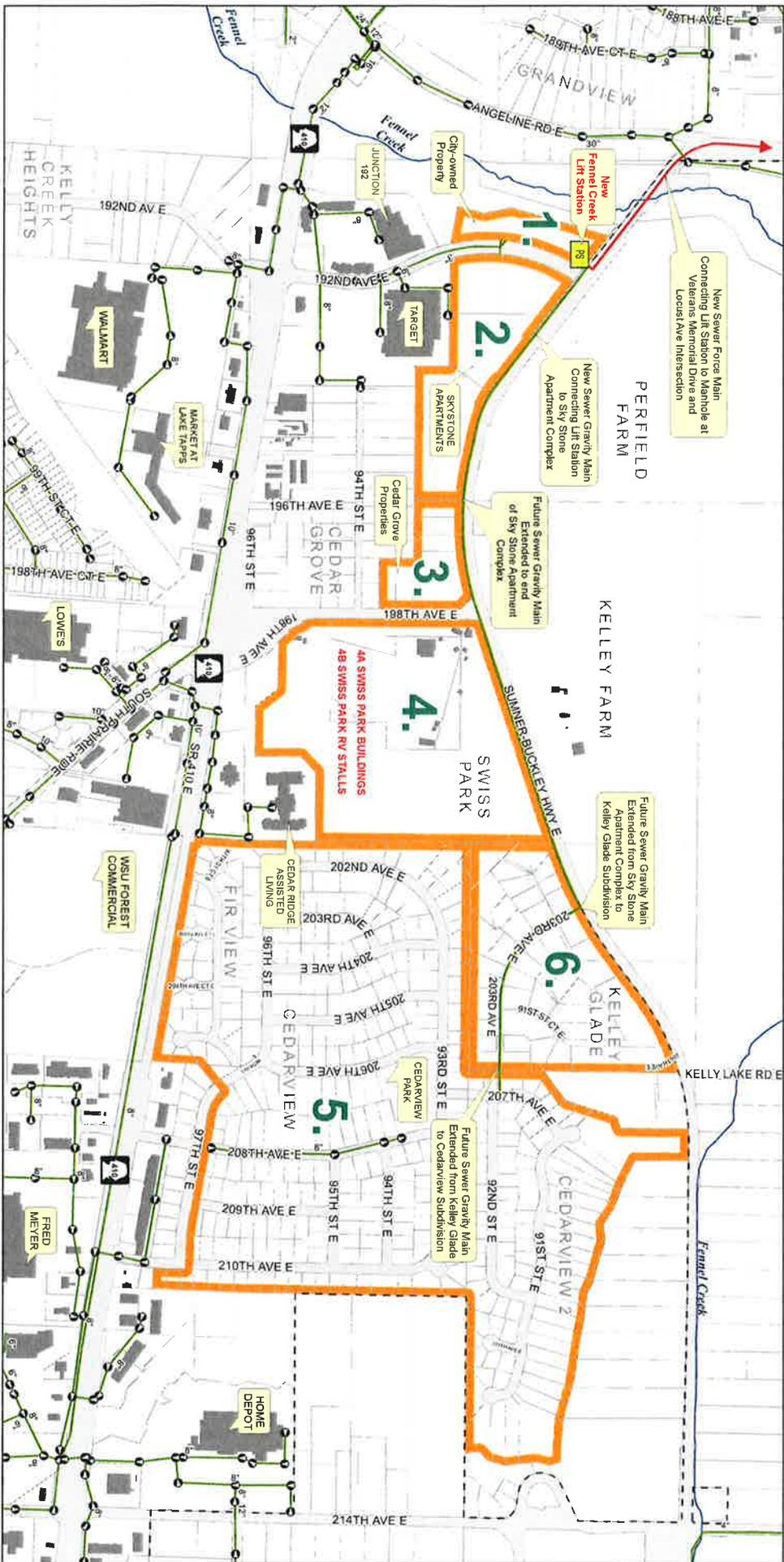
Other Construction
Advertising 45
Flange Cap for Manhole #L4-68 \$242

Constructio n Actual Total =	<input type="text" value="\$119,194"/>
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Total Project Cost=	<input type="text" value="\$119,194"/>
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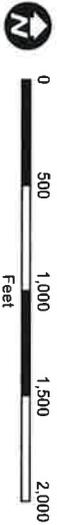
PW Infrastructure Addition(s):

Not Applicable



Fennel Creek Sewer Lift Station Assessment Reimbursement Area

- Fennel Creek Lift Station
- Assessment Reimbursement Area
- Sewer Manhole with Flow Direction
- Sewer Main
- Bonney Lake City Limits
- Tax Parcel
- Road



April 25, 2016

Action Item #2

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

Department/Staff Contact: PW / John Woodcock	Meeting/Workshop Date: 24 May 2016	Agenda Bill Number: AB16-66
Agenda Item Type: Resolution	Ordinance/Resolution Number: 2530	Councilmember Sponsor: Dan Swatman

Agenda Subject: Authorize Myers Road South Overlay Project Design by KPG Engineering

Full Title/Motion: A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing Myers Road South Overlay Project Design By Kpg Engineering.

Administrative Recommendation:

Background Summary: The City was awarded PSRC grant monies from the Surface Transportation Program (STP) contingency funds in March of 2016 totalling up to \$441,150 for the overlay of Myers Road from SR 410 to 81st Street E. The design (PE) portion of the effort will be \$60,809 of the total grant amount. The City's contribution will be 13.5% of the amount expended which will be \$8,209.21. Total estimated impact to the general fund when 2016 construction costs are included will be around \$59,555 (13.5% of \$441,150). A 2016 budget adjustment will be needed for design and construction.

Attachments: Contract, Resolution, Map

BUDGET INFORMATION				
Budget Amount	Current Balance	Required Expenditure	Budget Balance	Fund Source
\$0	\$0	\$8,209.21	\$0	<input checked="" type="checkbox"/> General <input type="checkbox"/> Utilities <input type="checkbox"/> Other
Budget Explanation: Will need budget adjustment later in 2016				

COMMITTEE, BOARD & COMMISSION REVIEW				
Council Committee Review:	Community Development	<i>Approvals:</i>	Yes	No
	Date: 17 May 2016	Chair/Councilmember	Donn Lewis	<input type="checkbox"/> <input type="checkbox"/>
		Councilmember	Dan Swatman	<input type="checkbox"/> <input type="checkbox"/>
		Councilmember	Jim Rackley	<input type="checkbox"/> <input type="checkbox"/>
	Forward to:	Consent Agenda: <input type="checkbox"/> Yes <input type="checkbox"/> No		
Commission/Board Review:				
Hearing Examiner Review:				

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

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

RESOLUTION NO. 2530

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, WASHINGTON, AUTHORIZING MYERS ROAD SOUTH OVERLAY PROJECT DESIGN BY KPG ENGINEERING.

WHEREAS, the Public Works Department submitted the Myers Road South Overlay project to the Puget Sound Regional Council (PSRC) Surface Treatment Program (STP) in the summer of 2015 for potential grant funding; and

WHEREAS, the Public Works Department received PSRC STP contingency funding for the overlay pavement of Myers Road from SR 410 to 81st Street E in March of 2016; and

WHEREAS, Public Works staff has completed and submitted the State Transportation Improvement Program (STIP) forms to Pierce County for the inclusion of the Myers Road South Overlay Project to the STIP and is awaiting imminent approval; and

WHEREAS, the Mayor has signed the Local Agency Agreement with WSDOT to complete the Funding Package for the processing of the PSRC STP grant dollars; and

WHEREAS, Public Works staff has completed the interview process and selected KPG Engineering as meeting the qualifications to design the Myers Road South Overlay Project; and

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

That the City of Bonney Lake Council does hereby authorize the Mayor to sign the attached design agreement with KPG Engineering for \$60,809.

PASSED BY THE CITY COUNCIL this 24th day of May, 2016.

Neil Johnson, Jr., Mayor

ATTEST:

Harwood T. Edvalson, MMC, City Clerk

APPROVED AS TO FORM:

Kathleen Haggard, City Attorney

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

Agreement Number: 15087

Firm/Organization Legal Name (do not use dba's): KPG, P.S.	
Address 2502 Jefferson Ave Tacoma, WA 98402	Federal Aid Number
UBI Number 601-248-468	Federal TIN or SSN Number 91-1477622
Execution Date	Completion Date 12/31/17
1099 Form Required <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Federal Participation <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Project Title Meyers Road Overlay Project	
Description of Work Repair portions of the roadway that have failed and resurface the existing pavement from SR 410 to 81st Street with an asphalt pavement overlay, and construct a debris catchment wall approximately 18-inches high for approximately 200 feet along the toe of the cut slope for roadway preservation.	
<input type="checkbox"/> Yes <input type="checkbox"/> Yes <input type="checkbox"/> Yes <input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No DBE Participation <input checked="" type="checkbox"/> No MBE Participation <input checked="" type="checkbox"/> No WBE Participation <input checked="" type="checkbox"/> No SBE Participation
Maximum Amount Payable: \$60,809	

Index of Exhibits

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

Agreement Number: 15087

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

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

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

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

I. General Description of Work

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

II. General Scope of Work

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

III. General Requirements

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

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

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

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

The CONSULTANT, on a monthly basis, is required to submit DBE Participation of the amounts paid to all DBE firms invoiced for this AGREEMENT.

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

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

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

If to AGENCY:

Name: John Woodcock
Agency: City of Bonney Lake
Address: 19306 Bonney Lake Blvd
City: Bonney Lake State: WA Zip: 98391
Email: jw@ci.bonney-lake.wa.us
Phone: 253-447-4336
Facsimile:

If to CONSULTANT:

Name: Terry Wright
Agency: KPG
Address: 2502 Jefferson Ave
City: Tacoma State: WA Zip: 98402
Email: terry@kpg.com
Phone: 253-627-0720
Facsimile:

IV. Time for Beginning and Completion

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

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

Agreement Number: 15087

V. Payment Provisions

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

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

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

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

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

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

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

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

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

- F. **Inspection of Cost Records:** The CONSULTANT and their sub-consultants shall keep available for inspection by representatives of the AGENCY and the United States, for a period of six (6) years after receipt of final payment, the cost records and accounts pertaining to this AGREEMENT and all items related to or bearing upon these records with the following exception: if any litigation, claim or audit arising out of, in connection with, or related to this AGREEMENT is initiated before the expiration of the six (6) year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records is completed.

An interim or post audit may be performed on this AGREEMENT. The audit, if any, will be performed by the State Auditor, WSDOT's Internal Audit Office and /or at the request of the AGENCY's Project Manager.

Agreement Number: 15087

VI. Sub-Contracting

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

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

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

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

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

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

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

VII. Employment and Organizational Conflict of Interest

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

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

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

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VIII. Nondiscrimination

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

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

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

IX. Termination of Agreement

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

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

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

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

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

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

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The CONSULTANT shall, within 15 days, notify the AGENCY in writing, in the event of the death of any member, partner, or officer of the CONSULTANT or the death or change of any of the CONSULTANT's supervisory and/or other key personnel assigned to the project or disaffiliation of any principally involved CONSULTANT employee. The CONSULTANT shall also notify the AGENCY, in writing, in the event of the sale or transfer of 50% or more of the beneficial ownership of the CONSULTANT within 15 days of such sale or transfer occurring. The CONSULTANT shall continue to be obligated to complete the SERVICES under the terms of this AGREEMENT unless the AGENCY chooses to terminate this AGREEMENT for convenience or chooses to renegotiate any term(s) of this AGREEMENT. If termination for convenience occurs, final payment will be made to the CONSULTANT as set forth in the second and third paragraphs of this section.

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

X. Changes of Work

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

XI. Disputes

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

XII. Legal Relations

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

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

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

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

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

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

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

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

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

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Insurance Coverage

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

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

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

Name: John Woodcock
Agency: City of Bonney Lake
Address: 19306 Bonney Lake Blvd
City: Bonney Lake State: WA Zip: 98391
Email: jw@ci.bonney-lake.wa.us
Phone: 253-4474336
Facsimile:

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

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

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

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

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XIII. Extra Work

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

XIV. Endorsement of Plans

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

XV. Federal Review

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

XVI. Certification of the Consultant and the Agency

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

XVII. Complete Agreement

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

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XVIII. Execution and Acceptance

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

XIX. Protection of Confidential Information

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

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

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

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

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

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

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

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

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

XX. Records Maintenance

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

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

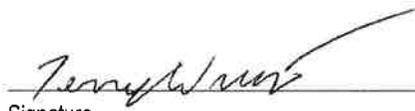
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For purposes of this AGREEMENT, "ESI" means any and all computer data or electronic recorded media of any kind, including "Native Files", that are stored in any medium from which it can be retrieved and examined, either directly or after translation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

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

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

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



Signature

5-4-16

Date

Signature

Date

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

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Exhibit A
Scope of Work

Project No.

Please see attached Exhibit A

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EXHIBIT A-1

City of Bonney Lake Myers Road South Overlay

KPG Scope of Work May 2016

INTRODUCTION

A. PROJECT UNDERSTANDING:

The following Scope of Work outlines the effort required to complete Plans, Specifications, and Estimates to complete the overlay of Myers Road. The project will repair portions of the roadway that have failed and then resurface the existing pavement from SR 410 to 81st Street vicinity with an asphalt pavement overlay and construct a debris catchment wall approximately 18-inches high for approximately 200 feet along the toe of the cut slope for roadway preservation.

The following Scope of Work outlined the effort required to revise the PS&E.

B. ASSUMPTIONS:

The following assumptions were made to establish a scope and budget for this project:

- Right-of-way or easement acquisition will not be required.
- Right-of-way will not be delineated.
- Special Provisions will be developed based on the 2012 WSDOT Standard Provisions.
- Utility improvements are not part of this Scope of Work.
- Traffic Control Plans will be developed under this Scope of Work.
- Plans will be developed using AutoCAD 2013 Civil 3D using KPG drafting standards.
- The City will be responsible for all permit fees.
- A Construction Stormwater General Permit will not be required.
- All environmental documentation will be prepared by the City.
- No sidewalk, curb ramps, or pedestrian improvements will be required.
- Contract documents will be submitted to WSDOT Local Programs for review and approval.

The following Scope of Work includes the effort to complete the above described improvements.

SCOPE OF WORK

Task 1 – Management/Coordination/Administration

This task covers the effort required to manage the contract and to ensure that the project meets the client's expectations for schedule, budget, and quality of product. This Scope of Work assumes a 3 Month contract duration:

EXHIBIT A-1

1.1 Provide project administrative services including:

- Preparation of monthly invoices
- Preparation of monthly progress reports including amount spent, and amount remaining for each task
- Maintaining project files
- Record keeping and project closeout

1.2 Provide project management services including:

- Project staff management and coordination
- KPG design team coordination meetings
- Schedule and budget monitoring
- Coordination with WSDOT.

1.3 Miscellaneous letters and phone calls

Products:

- Monthly invoices
- Monthly progress reports
- Meeting notes for Consultant/City Meeting

Task 2 – Field Survey and Base Map

This task covers the effort to conduct field survey sufficient to complete the pavement overlay design, catchment, and analysis of existing slopes.

2.1 Field Survey and Base Map: The following items will be included in the field survey:

- Edge of pavement
- Locations of existing pavement failure
- Locations of existing guardrails
- Utility castings and surface monuments if present
- Cross-sections of the up-hill slope at approximately 200-foot intervals

2.2 Survey Control – Existing monuments will be located and horizontal and vertical control will be set.

Products:

- Electronic basemap showing surface features.

Assumptions:

- Base map will be prepared with AutoCAD 2013 Civil 3D using KPG drafting standards.
- Title reports will not be required.
- Neither right-of-way nor easement acquisition will be required.

EXHIBIT A-1

- Sufficient control monuments exist in the area to establish right-of-way, and extensive survey outside of the project area will not be required to determine the existing right-of-way lines.

Task 3 – Design 60%, 90%, Final

This task covers the effort required to prepare final plans, specifications and construction estimate. The following is a list of anticipated work items to be included within this task:

3.1 KPG will prepare 60%, 90%, and Final PS&E.

Construction Plans

- Typical sections.
- Paving limits.
- Locations and extents of pavement repair.
- Modifications of existing guardrail.
- Channelization and signing
- Catchment details

It is estimated that the Construction Plan set will contain the following:

Title	Number
Cover Sheet	1
Legend and Abbreviations	1
Typical Section/Detail Sheets	2
Overlay Plans (Plan/Plan)	3
Catchment Plan and Details	2
Temporary Traffic Control Plans	2
Temporary Traffic Detour Plan	1
TOTAL	12

- Special Provisions per 2016 Standard Specifications.
 - Construction Cost Estimate.
- 3.2 Final Design Review Meeting – The purpose of this meeting is to conduct a working review of the PS&E. The comments, discussion, and decisions from this meeting will be incorporated into the Final Bid Documents. Plans will be submitted for review 2 weeks prior to the meeting.
- 3.3 Prepare Bid Documents based on comments received during the Final Design Review Meeting.
- 3.4 As a part of the design process a geotechnical analysis will be completed. The following is a general summary of the work to be completed. See Exhibit A-1.1 for a detailed scope of work to be completed by GeoDesign Engineers.
- 3.4.1 Evaluate the stability of the existing cut slope along the east side of Myers Road.
 - 3.4.2 Evaluate the stability of the existing soldier pile retaining wall along the downhill slope of the west side of Myers Road.
 - 3.4.3 Provide assistance in design of a catchment to reduce the chances of gravel and smaller rocks for rolling onto the driving surface and causing a traffic hazard.

EXHIBIT A-1

3.4.4 Provide pavement repair and overlay recommendations.

Products:

Deliverables with each Submittal will include the following:

- ***60% and 90% Submittal***
 - 2 – 1/2 Size Plan Sets (11x17), Specifications (not incl. with 60%), & Estimate (to City)
- ***Bid Documents (Hard Copy and Electronic Bidding)***
 - 1 Construction Cost Estimate
 - 1 Set 1/2 Size Plan Set (11x17) & Specifications
 - 1 Set Full Sized Plans (22x34 size)
 - 1 Copy Electronic Drawings and Specifications

Assumptions:

- No cross-walks will be added, stop bars at intersections will be installed and paint lines along the roadway replaced.
- All improvements will be within the existing right-of-way.
- Existing curb lines will remain unchanged.
- City will provide bidding services and reproduction of Contract Documents.
- Construction Services, if desired will be under a separate scope of work.

Exhibit B
DBE Participation

Not Applicable

Agreement Number: 15087

Preparation and Delivery of Electronic Engineering and Other Data

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

I. Surveying, Roadway Design & Plans Preparation Section

A. Survey Data

AutoCAD 2015 files of the topographic base map

B. Roadway Design Files

AutoCAD 2015

C. Computer Aided Drafting Files

AutoCAD 2015

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

All project related files are subject to review by the City

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

Completed contract documents, roadway design (AutoCAD) files

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

N/A

II. Any Other Electronic Files to Be Provided

A copy of all electronic files may be provided to the City on DVD, upon request

III. Methods to Electronically Exchange Data

E-mail, CD, or FTP as approved by the City

A. Agency Software Suite

N/A

B. Electronic Messaging System

N/A

C. File Transfers Format

PDF, MS Word, Excel, and AutoCAD 2015

Exhibit D
Prime Consultant Cost Computations

See Exhibit D, attached

Agreement Number: 15087

EXHIBIT D

PROJECT SUMMARY

CLIENT: City of Bonney Lake
 PROJ NAME: Myers Road Overlay
 Job #: 15087
 PROJ MGR.: Terry Wright
 DATE: May 3, 2016

Task	Description	KPG ARCHIT/ENG		SUBCONSULTANTS		
		ARCHIT	ENG	GeoDesign	Totals	
1.0	Management/Coordination/Admin		\$7,368		\$7,368	
2.0	Field Survey and Base Mapping		\$5,596		\$5,596	
3.0	Roadway Design (60%, 90%, and Final)		\$33,439	\$14,350	\$47,789	
Totals			\$46,403	\$14,350	\$60,809	
					Expenses =	\$56

EXHIBIT D

CLIENT: City of Bonney Lake
 PROJ NAME: Myers Road Overlay
 Job # 15087

DATE: May 3, 2016

SUMMARY OF STAFF LABOR HOURS REQUIRED BY TASK									
TASK NO.	TASK DESCRIPTION	Classification						Total Hours	Task Total
		Project Manager /Survey Manager	Proj. Engineer Senior LA PLS	Engineer Tech. LA Tech. Survey Tech. PLS	Project Surveyor, PLS	Survey Crew	Project Coordinator		
1.0	Management/Coordination/Admin	170.37	113.00	90.00	124.17	151.95	68.79	156.82	
	Task 1 Hours =	32.0	6.0				18.0		\$7,368
2.0	Field Survey and Base Mapping								
	Task 2 Hours =			10.0	6.0	26.0			\$5,596
3.0	Roadway Design (60%, 90%, and Final)								
	Task 3 Hours =	52.0	128.0	91.0			28.0		\$33,439
	Task 4 Hours =								
	Task 5 Hours =								
	Task 6 Hours =								
OTHER DIRECT COSTS									
	Other Direct Costs								
	Hours	84.0	134.0	101.0	6.0	26.0	46.0		
	Total	\$14,311	\$15,142	\$9,090	\$745	\$3,951	\$3,164		
TOTALS									\$46,403

KPG DESIGN SERVICES LABOR TOTAL = \$46,403

EXHIBIT D

EXPENSE ESTIMATE

DATE: May 3, 2016

CLIENT: City of Bonney Lake
 PROJ NAME: Myers Road Overlay
 Job # 15087

EXPENSE ITEM	Cost	/ Unit	Qty	Total
Travel - Mileage	0.555	\$ / mile	100	\$56
Travel - Parking County	9.00	\$ / 4 hrs	0	\$0
Maps and Charts	-	estimate	LS	\$0
8 1/2 X 11 Copies	0.10	\$ea	0	\$0
11 X 17 Copies	0.35	\$ea		\$0
Blueprint Prints	0.35	\$ea	0	\$0
11 X 17 Plot Check Prints	1.00	\$ea	0	\$0
Color Reduction Prints 8 1/2 x 11	1.00	\$ea	0	\$0
Color Reduction Prints 11 x 17	1.50	\$ea	0	\$0
22 X 34 Copies	2.00	\$ea	0	\$0
22X34 Plot Check Prints Copy (Bond)	6.00	\$ea		\$0
Plots Large Vellum	8.00	\$ea	0	\$0
Plots Large Mylar	14.00	\$ea		\$0
Mountings 22 x 34	15.00	\$ea	0	\$0
Plot Prints Large Bond Color	\$22	\$ea	0	\$0
Photo Documentation	-	estimate	LS	-
Postage	-	estimate	LS	-
APS utility Pot Holes	-	estimate	LS	-
Title Reports	400.00	\$ea	0	\$0
Outside Reproduction		estimate	LS	\$0
Total KPG In-House Expense =				\$56

Exhibit E

Sub-consultant Cost Computations

There isn't any sub-consultant participation at this time. The CONSULTANT shall not sub-contract for the performance of any work under this AGREEMENT without prior written permission of the AGENCY. Refer to section VI "Sub-Contracting" of this AGREEMENT.

Please see attached

Agreement Number: 15087

Exhibit E - LAG Agreement

Exhibit A-1.1

Task 3.4 – Geotechnical

INTRODUCTION

GeoDesign, Inc. is pleased to present this proposal to provide geotechnical engineering services for the proposed City of Bonney Lake (City) Myers Road East Overlay project. The Myers Road East project extends from State Highway 410 to 81st Street East in Bonney Lake, Washington. The project includes repairs and overlay of Myers Road East as well as evaluating a cut slope on the east side of the road and a shored retaining wall on the west side of the road.

SCOPE OF SERVICES

The purpose of our geotechnical services will be to support the proposed project. Our specific scope of services is summarized as follows:

- Coordinate and manage the field investigation, including utility locates and scheduling with the City and GeoDesign staff.
- Review nearby existing geotechnical reports provided by the City, if available.
- Complete up to four shallow borings to depths between 5.0 to 30.0 feet below the ground surface (BGS). The borings will be located along and within the road alignment. Borings will be completed near the shored retaining wall and near the cut slope on the east side of the road where a shallow skin slide previously occurred. We will mark the exploration locations and call in the utility locates. Our engineer will log the subsurface conditions encountered and collect samples for classification and laboratory testing. The pavement section at each exploration location will be measured, and samples from the borings will be collected at 2.5-foot intervals to a depth of 10.0 feet BGS and then at 5-foot intervals. Samples will be returned to our Seattle laboratory for additional classification and laboratory testing. The borings will be located within the City ROW and we will obtain street use permits and submit a traffic control plan and well as obtain the ROW permits necessary to complete the work. We anticipate traffic control services, appropriate signs, and two flaggers will be required.
- Complete laboratory analyses on soil samples obtained from the explorations, including up to:
 - Six moisture content determinations
 - Four grain-size distribution tests
- Prepare a letter report summarizing our findings, conclusions, and recommendations related to the following:
 - Subsurface soil and groundwater conditions and results of laboratory testing
 - Evaluate the originally proposed 2-inch overlay, and verify that it is sufficient for the traffic conditions and identify an appropriate pavement section if it is not.
 - Observe the condition of existing shoring wall on the west side of the road and the skin slide area on the east side of the road, and provide recommendations if warranted to improve stabilization.

Task 3.4 Budget Breakdown

GeoDesign, Inc. FEE SUMMARY

Project: City of Bonney Lake - Myers Road East - Overlay
Job No. KPG-64-01

Exhibit E

Date 4/29/2016

Standard Schedule (SS) or Direct Salary Cost (DSC)	SS
Labor Rate	2015 Standard Schedule
GeoDesign OH Rate, if DSC calculation is used	
If Labor is DSC is the Fixed Fee = FF x (DSC+OH) ?	NO
Allowable Handling Charge	12.00%

		NO
	Senior Lab Tech	25%
	Lab Technician I	75%

GEODESIGN LABOR - Summary from Geodesign Hours Worksheet		PROJECT PHASES OR TASKS							
SCOPE: Review existing information, perform site visit and field investigation up to 4 borings, and prepare geotechnical report.		Field Investigation	Laboratory Testing	Engineering Analysis and Report	Subcontractors		Total Hours	Labor Rate	Cost
CLASSIFICATION									
1	Principal	2.0		8.0			10.0	\$203.00	\$2,030
2	Senior Associate							\$185.00	
3	Associate							\$174.00	
4	Senior Project Manager							\$150.00	
5	Project Manager II							\$148.00	
6	Project Manager I		2.0	20.0			22.0	\$140.00	\$3,080
10	Staff III							\$121.00	
11	Staff II	20.0					20.0	\$110.00	\$2,200
12	Staff I							\$96.00	
13	Sr Tech							\$92.00	
14	CAD							\$92.00	
15	Tech II							\$86.00	
16	Tech I							\$75.00	
17	Senior Project Assistant	3.0					3.0	\$88.00	\$264
18	Proj Assistant							\$82.00	
19	Support Staff							\$70.00	
SUBTOTAL - Labor		\$2,870	\$280	\$4,424			65.0	\$7,574	\$7,574
OVERHEAD (OH) COST (including Salary Additives)									
FIXED FEE (FF):									
SUBTOTAL LABOR		\$2,870	\$280	\$4,424				\$7,574	\$7,574
EQUIPMENT									
	VEHICLE - GeoDesign - 1	2					Day	\$21.00	\$42
	VEHICLE - Misc	180					Mile	\$0.540	\$97
	SAMPLING - GLO - MISC Sampling Equipment	1					Day	\$10.00	\$10
	SAMPLING - ENV - Water Measurement & Sampling	1					Day	\$44.00	\$44
	INSTRUMENT - GEO - VWP - Datalogger Recording for VWP						Day	\$50.00	
SUBTOTAL EQUIPMENT		\$193						\$193	\$193.20
REIMBURSABLES:									
	Reproduction - Copy (B&W)			50			each	\$0.12	\$6.00
	Reproduction - Copy (COLOR) 11 x 17			10				\$1.50	\$15.00
SUBTOTAL REIMBURSABLES				\$21				\$21	\$21.00
LABORATORY TESTING:									
	Moisture - Oven		6				ea	\$25	\$150
	Particle Size Analysis ASTM C136		4				ea	\$126	\$504
	CEC						ea	\$95	
	Organic Content						ea	\$84	
SUBTOTAL LABORATORY			\$664					\$664	\$664.00
GeoDesign Charges SubTotal		\$3,083	\$934	\$4,445				\$8,442	\$8,442
SUBCONTRACTORS (include tax when applicable)									
	Drilling Subcontractor				\$3,800			\$3,800	\$456
	Traffic Control Subcontractor				\$1,200			\$1,200	\$144
	Portable Restroom				\$275			\$275	\$33
SUBTOTAL SUBCONSULTANTS incl HC					\$5,908			\$5,276	\$633
ACTUAL SUBTOTAL BY PHASE incl HC		\$3,083	\$934	\$4,445	\$5,908			\$14,350.20	\$14,370
TOTAL - ESTIMATED FEE									\$14,350.20



GEOTECHNICAL AND GEOLOGICAL SCHEDULE OF CHARGES

COMPENSATION

Our compensation will be determined on the basis of time and expenses in accordance with the following schedule unless a fixed fee amount is so indicated in the proposal or services agreement. Contracted professional and technical services will be charged at the applicable hourly rates as listed below. Staff time spent in depositions, trial preparation, and court or hearing testimony will be billed at 1.5 to 2 times the below rates. Time spent in either local or inter-city travel, when travel is in the interest of this contract, will be charged in accordance with the foregoing schedule; when traveling by public carrier, a maximum charge of eight hours per day will be made. Current rates are as follows:

Personnel	Hourly Rate	Personnel	Hourly Rate
Support Staff	\$ 70	Los Angeles Deputy Grading Inspector	\$ 97
Project Assistant	\$ 82	Technical Specialist I	\$131
Senior Project Assistant	\$ 88	Technical Specialist II	\$145
Technician I	\$ 75	Senior Technical Specialist	\$158
Technician II	\$ 86	Project Manager I	\$140
Senior Technician	\$ 92	Project Manager II	\$149
CAD	\$ 92	Senior Project Manager	\$159
Staff I	\$ 96	Associate	\$174
Staff II	\$110	Senior Associate	\$185
Staff III	\$121	Principal	\$203

Equipment	Rate
Air compressor, generator (per day)	\$ 53
Cement amending field tool	\$ 21
Cement scale and pan (per day)	\$ 26
Core drill (per day)	\$ 210
Cross-hole sonic logger (CSL) (per day)	\$ 473
Digital camera (per day)	\$ 11
Drilled shaft inspection camera (DSIC) (per day, maximum \$1,785 per week)	\$ 945
Dynamic cone penetrometer (DCP) drive probe	\$ 100
Field California bearing ratio (CBR) equipment (per day)	\$ 231
Falling weight deflectometer (FWD) (per day)	\$1,780
Falling weight deflectometer (FWD) with GPR (per day)	\$3,040
Global positioning system (GPS) - differential (per day)	\$ 100
Global positioning system (GPS) - hand-held (per day)	\$ 30
Ground penetrating radar (GPR) - hand-pushed (per day)	\$ 525
Ground penetrating radar (GPR) - truck-mounted (per day)	\$1,260
Hand auger (per day)	\$ 37
Hydroacoustic Monitoring Equipment (per day)	\$ 263
Nuclear density gauge equipment (per hour)	\$ 11
Pile driving analyzer (PDA) (per day)	\$ 525
Pile integrity tester (per day)	\$ 210
Resistivity meter (per day)	\$ 105
Slope inclinometer equipment (per casing)	\$ 79
Soil samples in brass or stainless sleeves (per sample)	\$ 11
Soil samples in rings (per sample)	\$ 11
Specialty software (MODFLOW, PLAXIS, Slope/W, etc., per hour)	\$11 - 53
Total Station - Survey Equipment (per hour, maximum \$400 per day)	\$ 53
Vehicle (company) usage (full day, plus \$0.63 per mile charge)	\$ 21
Vehicle (personal) usage (per mile)	\$ 0.63
Vibrating wire piezometer	\$ 525
Vibration monitoring equipment (per day, maximum \$265 per week)	\$ 55

Reproduction	Black/White	Color
8 1/2 x 11 (per finished page)	\$ 0.13	\$ 1.21
11 x 17 (per finished page)	\$ 0.32	\$ 1.58
C- or D-size plots (black/white and color - per finished plot)		\$26.25
D-size scan		\$12.60

OTHER SERVICES, SUPPLIES, AND SPECIAL TAXES

Outside services (equipment, supplies, and facilities not furnished in accordance with the above schedule, and any unusual items of expense not customarily incurred in our normal operations) are charged at cost plus 12 percent. This includes shipping charges, subsistence, transportation, printing and reproduction, miscellaneous supplies and rentals, surveying services, drilling equipment, construction equipment, watercraft, aircraft, and special insurance that may be required. Specialized equipment will be quoted on a per-job basis. In-house disposable field supplies (routinely used field supplies stocked in-house by GeoDesign) at current rates. List available upon request. Taxes required by local jurisdictions for projects in specific geographic areas will be charged to projects at direct cost. All rates are subject to change upon notification.

GEOTECHNICAL LABORATORY SCHEDULE OF CHARGES

TYPE OF TEST	UNIT PRICE
Atterberg Limits (ASTM D 4318-05)	\$ 170
CBR with 3-Point Proctor (ASTM D 1883-07)	\$ 650
Compaction (ASTM D 1557-07/ASTM D 698-07; Methods A, B, and C)	
1 point	\$ 100
4 points	\$ 240
Consolidation (ASTM D 2435-04; with 2 timed rebounds)	\$ 440
Direct Shear (ASTM D 3080-04)	
1 point	\$ 243
3 points	\$ 463
Moisture Content - Oven Method (ASTM D 2216-05)	\$ 26
Moisture/Density (ASTM D 7263)	
Rings	\$ 39
Shelby tubes	\$ 39
Organic Content (ASTM D 2974)	\$ 88
Particle-Size Analysis	
Sieve (ASTM C 117-04/ASTM C 136-06) (includes -200 Wash, Dry Sieve)	\$ 132
Percent passing No. 200 (ASTM C 117-04/ASTM D 1140-00)	\$ 83
Combined sieve and hydrometer (ASTM D 422-63)	\$ 221
Oversize sieve analysis (ASTM C 117-04/ASTM C 136-06)	\$ 221
Permeability	
Falling head in rigid wall permeameter (Army Corps Eng. EM 1110-2-1906, VI-13)	\$ 386
In triaxial cell with back pressure saturation (ASTM D 5084-03)	\$ 441
Flex wall with triaxial compression (ASTM D 5084/ASTM D 4767)	\$ 597
pH of Soil (ASTM G 51)	\$ 88
Resilient Modulus (AASHTO T 307-99)	
In situ sample	\$ 630
Remolded sample (includes compaction and sample preparation)	\$ 945
Rice Density (ASTM D 2041)	\$ 132
Soil Resistivity (ASTM G 57)	\$ 204
Specific Gravity	
Parafilm-coated core (ASTM D 1188)	\$ 49
Rice (AASHTO T 209)	\$ 100
Gravity core specific gravity (ASTM D 2726)	\$ 17
Gravel specific gravity (ASTM C 127)	\$ 79
Sand specific gravity (ASTM C 128)	\$ 105
Soil (ASTM D 854)	\$ 110
Swell (ASTM D 4546)	
Method A	\$ 348
Method B	\$ 243
Method C	\$ 607
Triaxial Compression	
Unconsolidated, undrained (back pressure saturation) (ASTM D 2850-03)	\$ 336
Consolidated, undrained, 1 point (ASTM D 4767-06)	\$ 441
Consolidated, undrained, strength envelope (ASTM D 4767-06)	\$1,323
Load-controlled cyclic (ASTM D 5311)	\$1,323
Unconfined Compression	
Unconfined compression of undisturbed soil samples (ASTM D 2166-06)	\$ 127
Unconfined compression of cement-treated soils (ASTM D 1633-00)	\$ 86
Sample preparation (per hour)	\$ 68

Other tests charged at hourly rates. GeoDesign, Inc. reserves the right to subcontract any laboratory testing listed in our scope of work and to apply charges for subcontracted testing at the rates listed above.



01/01/15

Exhibit G

Certification Documents

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

Agreement Number:

Exhibit G-1(a) Certification of Consultant

I hereby certify that I am the and duly authorized representative of the firm of
KPG, P.S.

whose address is

2502 Jefferson Avenue Tacoma, WA 98402

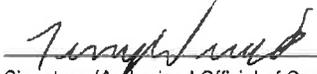
and that neither the above firm nor I have:

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

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

KPG, P.S.

Consultant (Firm Name)



Signature (Authorized Official of Consultant)

5-4-16

Date

Agreement Number: 15087

Exhibit G-1(b) Certification of City of Bonney Lake

I hereby certify that I am the:

Certified Authority

Other

of the City of Bonney Lake _____, and KPG, P.S.

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

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

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

Signature

Date

Agreement Number:

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

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

KPG, P.S.

Consultant (Firm Name)



Signature (Authorized Official of Consultant)

5-4-16

Date

Agreement Number: 15087

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

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

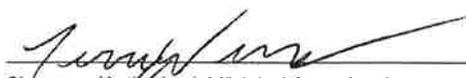
1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00, and not more than \$100,000.00, for each such failure.

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

KPG, P.S.

Consultant (Firm Name)


Signature (Authorized Official of Consultant)

5-4-16
Date

Agreement Number: 15087

Exhibit G-4 Certificate of Current Cost or Pricing Data

This is to certify that, to the best of my knowledge and belief, the cost or pricing data (as defined in section 2.101 of the Federal Acquisition Regulation (FAR) and required under FAR subsection 15.403-4) submitted, either actually or by specific identification in writing, to the Contracting Officer or to the Contracting Officer's representative in support of Meyers Road Overlay * are accurate, complete, and current as of 5/3/16 **.

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

Firm: KPG, P.S.



Signature

Principal

Title

Date of Execution***:

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

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

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

Agreement Number: 15087

Exhibit H

Liability Insurance Increase

To Be Used Only If Insurance Requirements Are Increased

The professional liability limit of the CONSULTANT to the AGENCY identified in Section XII, Legal Relations and Insurance of this Agreement is amended to \$ No Change

The CONSULTANT shall provide Professional Liability insurance with minimum per occurrence limits in the amount of \$ No Change

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

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

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

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

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

Notes: Cost of added insurance requirements: \$ Not Applicable

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

Agreement Number: 15087

Exhibit I

Alleged Consultant Design Error Procedures

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

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

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

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

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

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

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

Step 4 Attempt to Resolve Alleged Design Error with Consultant

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

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

Agreement Number: 15087

Step 5 Forward Documents to Local Programs

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

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

Agreement Number: 15087

Exhibit J

Consultant Claim Procedures

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

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

Step 1 Consultant Files a Claim with the Agency Project Manager

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

The consultant's claim must outline the following:

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

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

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

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

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

Agreement Number: 15087

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

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

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

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

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

Step 5 Informing Consultant of Decision Regarding the Claim

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

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

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

Agreement Number: 15087

EXHIBIT A-1

City of Bonney Lake Myers Road South Overlay

KPG
Scope of Work
May 2015

INTRODUCTION

A. PROJECT UNDERSTANDING:

The following Scope of Work outlines the effort required to complete Plans, Specifications, and Estimates to complete the overlay of Myers Road. The project will repair portions of the roadway that have failed and then resurface the existing pavement from SR 410 to 81st Street vicinity with an asphalt pavement overlay and construct a debris catchment wall approximately 18-inches high for approximately 200 feet along the toe of the cut slope for roadway preservation.

The following Scope of Work outlined the effort required to revise the PS&E.

B. ASSUMPTIONS:

The following assumptions were made to establish a scope and budget for this project:

- Right-of-way or easement acquisition will not be required.
- Right-of-way will not be delineated.
- Special Provisions will be developed based on the 2012 WSDOT Standard Provisions.
- Utility improvements are not part of this Scope of Work.
- Traffic Control Plans will be developed under this Scope of Work.
- Plans will be developed using AutoCAD 2013 Civil 3D using KPG drafting standards.
- The City will be responsible for all permit fees.
- A Construction Stormwater General Permit will not be required.
- All environmental documentation will be prepared by the City.
- No sidewalk, curb ramps, or pedestrian improvements will be required.
- Contract documents will be submitted to WSDOT Local Programs for review and approval.

The following Scope of Work includes the effort to complete the above described improvements.

SCOPE OF WORK

Task 1 – Management/Coordination/Administration

This task covers the effort required to manage the contract and to ensure that the project meets the client's expectations for schedule, budget, and quality of product. This Scope of Work assumes a 3 Month contract duration:

EXHIBIT A-1

1.1 Provide project administrative services including:

- Preparation of monthly invoices
- Preparation of monthly progress reports including amount spent, and amount remaining for each task
- Maintaining project files
- Record keeping and project closeout

1.2 Provide project management services including:

- Project staff management and coordination
- KPG design team coordination meetings
- Schedule and budget monitoring
- Coordination with WSDOT.

1.3 Miscellaneous letters and phone calls

Products:

- Monthly invoices
- Monthly progress reports
- Meeting notes for Consultant/City Meeting

Task 2 – Field Survey and Base Map

This task covers the effort to conduct field survey sufficient to complete the pavement overlay design, catchment, and analysis of existing slopes.

2.1 Field Survey and Base Map: The following items will be included in the field survey:

- Edge of pavement
- Locations of existing pavement failure
- Locations of existing guardrails
- Utility castings and surface monuments if present
- Cross-sections of the up-hill slope at approximately 200-foot intervals

2.2 Survey Control – Existing monuments will be located and horizontal and vertical control will be set.

Products:

- Electronic basemap showing surface features.

Assumptions:

- Base map will be prepared with AutoCAD 2013 Civil 3D using KPG drafting standards.
- Title reports will not be required.
- Neither right-of-way nor easement acquisition will be required.

EXHIBIT A-1

- Sufficient control monuments exist in the area to establish right-of-way, and extensive survey outside of the project area will not be required to determine the existing right-of-way lines.

Task 3 – Design 60%, 90%, Final

This task covers the effort required to prepare final plans, specifications and construction estimate. The following is a list of anticipated work items to be included within this task:

3.1 KPG will prepare 60%, 90%, and Final PS&E.

Construction Plans

- Typical sections.
- Paving limits.
- Locations and extents of pavement repair.
- Modifications of existing guardrail.
- Channelization and signing
- Catchment details

It is estimated that the Construction Plan set will contain the following:

Title	Number
Cover Sheet	1
Legend and Abbreviations	1
Typical Section/Detail Sheets	2
Overlay Plans (Plan/Plan)	3
Catchment Plan and Details	2
Temporary Traffic Control Plans	2
Temporary Traffic Detour Plan	1
TOTAL	12

- Special Provisions per 2016 Standard Specifications.
 - Construction Cost Estimate.
- 3.2 Final Design Review Meeting – The purpose of this meeting is to conduct a working review of the PS&E. The comments, discussion, and decisions from this meeting will be incorporated into the Final Bid Documents. Plans will be submitted for review 2 weeks prior to the meeting.
- 3.3 Prepare Bid Documents based on comments received during the Final Design Review Meeting.
- 3.4 As a part of the design process a geotechnical analysis will be completed. The following is a general summary of the work to be completed. See Exhibit A-1.1 for a detailed scope of work to be completed by GeoDesign Engineers.
- 3.4.1 Evaluate the stability of the existing cut slope along the east side of Myers Road.
 - 3.4.2 Evaluate the stability of the existing soldier pile retaining wall along the downhill slope of the west side of Myers Road.
 - 3.4.3 Provide assistance in design of a catchment to reduce the chances of gravel and smaller rocks for rolling onto the driving surface and causing a traffic hazard.

EXHIBIT A-1

3.4.4 Provide pavement repair and overlay recommendations.

Products:

Deliverables with each Submittal will include the following:

- ***60% and 90% Submittal***
 - 2 – 1/2 Size Plan Sets (11x17), Specifications (not incl. with 60%), & Estimate (to City)
- ***Bid Documents (Hard Copy and Electronic Bidding)***
 - 1 Construction Cost Estimate
 - 1 Set 1/2 Size Plan Set (11x17) & Specifications
 - 1 Set Full Sized Plans (22x34 size)
 - 1 Copy Electronic Drawings and Specifications

Assumptions:

- No cross-walks will be added, stop bars at intersections will be installed and paint lines along the roadway replaced.
- All improvements will be within the existing right-of-way.
- Existing curb lines will remain unchanged.
- City will provide bidding services and reproduction of Contract Documents.
- Construction Services, if desired will be under a separate scope of work.

Exhibit A-1.1

Task 3.4 – Geotechnical

INTRODUCTION

GeoDesign, Inc. is pleased to present this proposal to provide geotechnical engineering services for the proposed City of Bonney Lake (City) Myers Road East Overlay project. The Myers Road East project extends from State Highway 410 to 81st Street East in Bonney Lake, Washington. The project includes repairs and overlay of Myers Road East as well as evaluating a cut slope on the east side of the road and a shored retaining wall on the west side of the road.

SCOPE OF SERVICES

The purpose of our geotechnical services will be to support the proposed project. Our specific scope of services is summarized as follows:

- Coordinate and manage the field investigation, including utility locates and scheduling with the City and GeoDesign staff.
- Review nearby existing geotechnical reports provided by the City, if available.
- Complete up to four shallow borings to depths between 5.0 to 30.0 feet below the ground surface (BGS). The borings will be located along and within the road alignment. Borings will be completed near the shored retaining wall and near the cut slope on the east side of the road where a shallow skin slide previously occurred. We will mark the exploration locations and call in the utility locates. Our engineer will log the subsurface conditions encountered and collect samples for classification and laboratory testing. The pavement section at each exploration location will be measured, and samples from the borings will be collected at 2.5-foot intervals to a depth of 10.0 feet BGS and then at 5-foot intervals. Samples will be returned to our Seattle laboratory for additional classification and laboratory testing. The borings will be located within the City ROW and we will obtain street use permits and submit a traffic control plan and well as obtain the ROW permits necessary to complete the work. We anticipate traffic control services, appropriate signs, and two flaggers will be required.
- Complete laboratory analyses on soil samples obtained from the explorations, including up to:
 - Six moisture content determinations
 - Four grain-size distribution tests
- Prepare a letter report summarizing our findings, conclusions, and recommendations related to the following:
 - Subsurface soil and groundwater conditions and results of laboratory testing
 - Evaluate the originally proposed 2-inch overlay, and verify that it is sufficient for the traffic conditions and identify an appropriate pavement section if it is not.
 - Observe the condition of existing shoring wall on the west side of the road and the skin slide area on the east side of the road, and provide recommendations if warranted to improve stabilization.

EXHIBIT B

PROJECT SUMMARY

CLIENT: City of Bonney Lake
 PROJ NAME: Myers Road Overlay
 Job #: 15087
 PROJ MGR.: Terry Wright
 DATE: May 2, 2016

SUBCONSULTANTS

Task	Description	KPG ARCHT/ENG	GeoDesign	Totals
1.0	Management/Coordination/Admin	\$7,368		\$7,368
2.0	Field Survey and Base Mapping	\$5,596		\$5,596
3.0	Roadway Design (60%, 90%, and Final)	\$33,439	\$14,350	\$47,789
Totals		\$46,403	\$14,350	\$60,809
			Expenses =	\$56

EXHIBIT B

CLIENT: City of Bonney Lake
 PROJ NAME: Myers Road Overlay
 Job # 15087

DATE: May 2, 2016

TASK NO.	TASK DESCRIPTION	Classification	SUMMARY OF STAFF LABOR HOURS REQUIRED BY TASK							Total Hours	Task Total	
			Project Manager /Survey Manager	Proj. Engineer Senior LA PLS	Engineer Tech. LA Tech Survey Tech.	Project Surveyor, PLS	Survey Crew	Project Coordinator	Sr. Proj. Engineer			
1.0	Management/Coordination/Admin											
	Task 1 Hours =		32.0	6.0							56	\$7,368
2.0	Field Survey and Base Mapping											
	Task 2 Hours =			10.0	6.0	26.0					42	\$5,596
3.0	Roadway Design (60%, 90%, and Final)											
	Task 3 Hours =		52.0	128.0	91.0						299	\$33,439
	Task 4 Hours =											
	Task 5 Hours =											
	Task 6 Hours =											
OTHER DIRECT COSTS												
	Other Direct Costs											
	Hours		84.0	134.0	101.0	6.0	26.0	46.0			397	
	Total		\$14,311	\$15,142	\$9,090	\$745	\$3,951	\$3,164				
TOTALS			KPG DESIGN SERVICES LABOR TOTAL =								\$46,403	

EXHIBIT B

EXPENSE ESTIMATE

DATE: May 2, 2016

CLIENT: City of Bonney Lake
 PROJ NAME: Myers Road Overlay
 Job # 15087

EXPENSE ITEM	Cost	/ Unit	Qty	Total
Travel - Mileage	0.555	\$ / mile	100	\$56
Travel - Parking County	9.00	\$ / 4 hrs	0	\$0
Maps and Charts	-	estimate	LS	\$0
8 1/2 X 11 Copies	0.10	\$ea	0	\$0
11 X 17 Copies	0.35	\$ea	0	\$0
Blueine Prints	0.35	\$ea	0	\$0
11 X 17 Plot Check Prints	1.00	\$ea	0	\$0
Color Reduction Prints 8 1/2 x 11	1.00	\$ea	0	\$0
Color Reduction Prints 11 x 17	1.50	\$ea	0	\$0
22 X 34 Copies	2.00	\$ea	0	\$0
22X34 Plot Check Prints Copy (Bond)	6.00	\$ea	0	\$0
Plots Large Vellum	8.00	\$ea	0	\$0
Plots Large Mylar	14.00	\$ea	0	\$0
Mountings 22 x 34	15.00	\$ea	0	\$0
Plot Prints Large Bond Color	\$22	\$ea	0	\$0
Photo Documentation	-	estimate	LS	-
Postage	-	estimate	LS	-
APS tifty Pot Holes	-	estimate	LS	-
Title Reports	400.00	\$ea	0	\$0
Outside Reproduction	-	estimate	LS	\$0
Total KPG In-House Expense =				\$56

EXHIBIT B

 CLIENT: City of Bonney Lake
 PROJ NAME: Myers Road Overlay
 Job # 15087
 DATE: May 2, 2016

TASK NO.	TASK DESCRIPTION	Initials	TASK 1 HOUR BREAKDOWN							Total Hours	Task Total
			STAFF LABOR HOURS REQUIRED BY TASK								
	Classification		Project Manager /Survey Manager	Proj. Engineer Senior LA PLS	Engineer Tech. LA Tech Survey Tech.	Project Surveyor, PLS	Survey Crew	Project Coordinator	Sr. Proj. Engineer		
1.0	Management/Coordination/Admin										
1.1	Administrative Services		6.0					12.0		12	\$825
1.2	Project Management (3 months)		6.0	6.0				6.0		12	\$1,435
1.3	Meetings with City Staff (2 Meetings)		12.0							12	\$1,700
1.4	QA/QC (60, 90% & Final)		8.0							8	\$2,044
1.5	Misc. Correspondence										\$1,363
OTHER DIRECT COSTS											
	Other Direct Costs										
	Hours		32.0	6.0				18.0		56	
	Total		\$5,452	\$678				\$1,238			
TOTALS											\$7,368

EXHIBIT B

CLIENT: City of Bonney Lake
 PROJ NAME: Myers Road Overlay
 Job # 15087
 DATE: May 2, 2016

TASK NO.	TASK DESCRIPTION	Classification	TASK 2 HOUR BREAKDOWN							Total Hours	Task Total
			STAFF LABOR HOURS REQUIRED BY TASK								
			Initials	Project Manager /Survey Manager	Proj. Engineer Senior LA PLS	Engineer Tech. LA Tech Survey Tech.	Project Surveyor, PLS	Survey Crew	Project Coordinator		
2.0	Field Survey and Base Mapping		170.37	113.00	90.00	124.17	151.95	68.79	156.82	28	\$4,143
2.1	Field Survey				10.0	4.0	24.0			10	\$900
2.2	Create Base Map Survey Control					2.0	2.0			4	\$552
OTHER DIRECT COSTS											
	Other Direct Costs										
	Hours				10.0	6.0	26.0			42	
	Total				\$900	\$745	\$3,951				
TOTALS											\$5,596

EXHIBIT B

 CLIENT: City of Bonney Lake
 PROJ NAME: Myers Road Overlay
 Job # 15087
 DATE: May 2, 2016

TASK NO.	TASK DESCRIPTION	Classification	TASK 3 HOUR BREAKDOWN							Total Hours	Task Total
			STAFF LABOR HOURS REQUIRED BY TASK								
		Initials	Project Manager /Survey Manager	Proj. Engineer Senior LA PLS	Engineer Tech. LA Tech Survey Tech.	Project Surveyor, PLS	Survey Crew	Project Coordinator	Sr. Proj. Engineer		
3.0	Roadway Design (60%, 90%, and Final)		170.37	113.00	90.00	124.17	151.95	68.79	156.82	4	\$360
# of Sheets					4.0						
1.0	Cover Sheet				4.0					4	\$360
1.0	Sheet Index, Legend, Abbreviations, and Survey Control				5.0					5	\$450
2.0	Typical Sections/Details		4.0	16.0	12.0					32	\$3,569
3.0	Overlay Plans		8.0	24.0	24.0					56	\$6,235
2.0	Catchment Plan & Details		12.0	10.0	12.0					34	\$4,254
2.0	Temporary Traffic Control Plans		2.0	16.0	12.0					30	\$3,229
1.0	Temporary Traffic Control Detour Plan		2.0	8.0	8.0					18	\$1,965
	60% Cost Estimate		2.0	6.0	6.0					14	\$1,559
	90% Cost Estimate		2.0	4.0	6.0					12	\$1,333
	Final Cost Estimate		2.0	4.0	2.0					8	\$973
	90% Specifications		12.0	24.0				16.0		52	\$5,857
	Final Specifications		6.0	16.0				12.0		34	\$3,656
OTHER DIRECT COSTS											
	Hours		52.0	128.0	91.0			28.0		299	
	Total		\$8,859	\$14,464	\$8,190			\$1,926			\$33,439
TOTALS											

Task 3.4 Budget Breakdown

GeoDesign, Inc. FEE SUMMARY

Project: City of Bonney Lake - Myers Road East - Overlay
 Job No. KPG-64-01

Date 4/29/2016

Standard Schedule (SS) or Direct Salary Cost (DSC)	SS
Labor Rate	2015 Standard Schedule
GeoDesign OH Rate, if DSC calculation is used	
If Labor is DSC is the Fixed Fee = FF x (DSC+OH) ?	NO
Allowable Handling Charge	12.00%

	NO
Senior Lab Tech	25%
Lab Technician I	75%

GEODESIGN LABOR - Summary from Geodesign Hours Worksheet		PROJECT PHASES OR TASKS							
SCOPE: Review existing information, perform site visit and field investigation up to 4 borings, and prepare geotechnical report.		Field Investigation	Laboratory Testing	Engineering Analysis and Report	Subcontractors		Total Hours	Labor Rate	Cost
	CLASSIFICATION								
1.	Principal	2.0		8.0			10.0	\$203.00	\$2,030.00
2.	Senior Associate							\$185.00	
3.	Associate							\$174.00	
4.	Senior Project Manager							\$159.00	
5.	Project Manager II							\$149.00	
6.	Project Manager I		2.0	20.0			22.0	\$140.00	\$3,080.00
10.	Staff III							\$121.00	
11.	Staff II	20.0					20.0	\$110.00	\$2,200.00
12.	Staff I							\$98.00	
13.	Sr. Tech							\$92.00	
14.	CAD							\$86.00	
15.	Tech II							\$86.00	
16.	Tech I							\$75.00	
17.	Senior Project Assistant	3.0					3.0	\$88.00	\$264.00
18.	Proj Assistant							\$82.00	
19.	Support Staff							\$70.00	
SUBTOTAL - Labor		\$2,870	\$280	\$4,424			88.0	\$7,574	\$7,574
OVERHEAD (OH) COST (Including Salary Additives)									
FIXED FEE (FF):									
SUBTOTAL LABOR		\$2,870	\$280	\$4,424				\$7,574	\$7,574
EQUIPMENT									
	VEHICLE - GeoDesign - 1	2					Day	\$21.00	\$42.00
	VEHICLE - Mileage	180					Mile	\$0.540	\$97.20
	SAMPLING - GEO - MISC Sampling Equipment	1					Day	\$10.00	\$10.00
	SAMPLING - ENV - Water Measurement & Sampling	1					Day	\$44.00	\$44.00
	INSTRUMENT - GEO - VWP - Datalogger Recording for VWP						Day	\$50.00	\$50.00
SUBTOTAL EQUIPMENT		\$193						\$193	\$193.20
REIMBURSABLES:									
	Reproduction - Copy (B&W)			50			each	\$0.12	\$6.00
	Reproduction - Copy (COLOR) 11 x 17			10				\$1.50	\$15.00
SUBTOTAL REIMBURSABLES				\$21				\$21	\$21.00
LABORATORY TESTING:									
	Moisture - Oven		6				ea	\$25	\$150
	Particle Size Analysis ASTM C136		4				ea	\$126	\$504
	CEC						ea	\$95	\$95
	Organic Content						ea	\$84	\$84
SUBTOTAL LABORATORY			\$654					\$654	\$654.00
GeoDesign Charges SubTotal		\$3,063	\$934	\$4,445				\$8,442	\$8,442
SUBCONTRACTORS (include tax when applicable)									
	Drilling Subcontractor				\$3,800			\$3,800	\$456
	Traffic Control Subcontractor				\$1,200			\$1,200	\$144
	Portable Restroom				\$275			\$275	\$33
SUBTOTAL SUBCONSULTANTS incl HC					\$5,908			\$5,276	\$633
									\$5,908
ACTUAL SUBTOTAL BY PHASE incl HC		\$3,063	\$934	\$4,445	\$5,908				\$14,350.20
		\$3,070	\$940	\$4,450	\$5,910				\$14,370
TOTAL - ESTIMATED FEE									\$14,350.20



GEOTECHNICAL AND GEOLOGICAL SCHEDULE OF CHARGES

COMPENSATION

Our compensation will be determined on the basis of time and expenses in accordance with the following schedule unless a fixed fee amount is so indicated in the proposal or services agreement. Contracted professional and technical services will be charged at the applicable hourly rates as listed below. Staff time spent in depositions, trial preparation, and court or hearing testimony will be billed at 1.5 to 2 times the below rates. Time spent in either local or inter-city travel, when travel is in the interest of this contract, will be charged in accordance with the foregoing schedule; when traveling by public carrier, a maximum charge of eight hours per day will be made. Current rates are as follows:

Personnel	Hourly Rate	Personnel	Hourly Rate
Support Staff	\$ 70	Los Angeles Deputy Grading Inspector	\$ 97
Project Assistant	\$ 82	Technical Specialist I	\$131
Senior Project Assistant	\$ 88	Technical Specialist II	\$145
Technician I	\$ 75	Senior Technical Specialist	\$158
Technician II	\$ 86	Project Manager I	\$140
Senior Technician	\$ 92	Project Manager II	\$149
CAD	\$ 92	Senior Project Manager	\$159
Staff I	\$ 96	Associate	\$174
Staff II	\$110	Senior Associate	\$185
Staff III	\$121	Principal	\$203

Equipment

	Rate
Air compressor, generator (per day)	\$ 53
Cement amending field tool	\$ 21
Cement scale and pan (per day)	\$ 26
Core drill (per day)	\$ 210
Cross-hole sonic logger (CSL) (per day)	\$ 473
Digital camera (per day)	\$ 11
Drilled shaft inspection camera (DSIC) (per day, maximum \$1,785 per week)	\$ 945
Dynamic cone penetrometer (DCP) drive probe	\$ 100
Field California bearing ratio (CBR) equipment (per day)	\$ 231
Falling weight deflectometer (FWD) (per day)	\$1,780
Falling weight deflectometer (FWD) with GPR (per day)	\$3,040
Global positioning system (GPS) - differential (per day)	\$ 100
Global positioning system (GPS) - hand-held (per day)	\$ 30
Ground penetrating radar (GPR) - hand-pushed (per day)	\$ 525
Ground penetrating radar (GPR) - truck-mounted (per day)	\$1,260
Hand auger (per day)	\$ 37
Hydroacoustic Monitoring Equipment (per day)	\$ 263
Nuclear density gauge equipment (per hour)	\$ 11
Pile driving analyzer (PDA) (per day)	\$ 525
Pile integrity tester (per day)	\$ 210
Resistivity meter (per day)	\$ 105
Slope inclinometer equipment (per casing)	\$ 79
Soil samples in brass or stainless sleeves (per sample)	\$ 11
Soil samples in rings (per sample)	\$ 11
Specialty software (MODFLOW, PLAXIS, Slope/W, etc., per hour)	\$11 - 53
Total Station - Survey Equipment (per hour, maximum \$400 per day)	\$ 53
Vehicle (company) usage (full day, plus \$0.63 per mile charge)	\$ 21
Vehicle (personal) usage (per mile)	\$ 0.63
Vibrating wire piezometer	\$ 525
Vibration monitoring equipment (per day, maximum \$265 per week)	\$ 55

Reproduction

	Black/White	Color
8 1/2 x 11 (per finished page)	\$ 0.13	\$ 1.21
11 x 17 (per finished page)	\$ 0.32	\$ 1.58
C- or D-size plots (black/white and color - per finished plot)		\$26.25
D-size scan		\$12.60

OTHER SERVICES, SUPPLIES, AND SPECIAL TAXES

Outside services (equipment, supplies, and facilities not furnished in accordance with the above schedule, and any unusual items of expense not customarily incurred in our normal operations) are charged at cost plus 12 percent. This includes shipping charges, subsistence, transportation, printing and reproduction, miscellaneous supplies and rentals, surveying services, drilling equipment, construction equipment, watercraft, aircraft, and special insurance that may be required. Specialized equipment will be quoted on a per-job basis. In-house disposable field supplies (routinely used field supplies stocked in-house by GeoDesign) at current rates. List available upon request. Taxes required by local jurisdictions for projects in specific geographic areas will be charged to projects at direct cost. All rates are subject to change upon notification.

GEOTECHNICAL LABORATORY SCHEDULE OF CHARGES

TYPE OF TEST	UNIT PRICE
Atterberg Limits (ASTM D 4318-05)	\$ 170
CBR with 3-Point Proctor (ASTM D 1883-07)	\$ 650
Compaction (ASTM D 1557-07/ASTM D 698-07; Methods A, B, and C)	
1 point	\$ 100
4 points	\$ 240
Consolidation (ASTM D 2435-04; with 2 timed rebounds)	\$ 440
Direct Shear (ASTM D 3080-04)	
1 point	\$ 243
3 points	\$ 463
Moisture Content - Oven Method (ASTM D 2216-05)	\$ 26
Moisture/Density (ASTM D 7263)	
Rings	\$ 39
Shelby tubes	\$ 39
Organic Content (ASTM D 2974)	\$ 88
Particle-Size Analysis	
Sieve (ASTM C 117-04/ASTM C 136-06) (includes -200 Wash, Dry Sieve)	\$ 132
Percent passing No. 200 (ASTM C 117-04/ASTM D 1140-00)	\$ 83
Combined sieve and hydrometer (ASTM D 422-63)	\$ 221
Oversize sieve analysis (ASTM C 117-04/ASTM C 136-06)	\$ 221
Permeability	
Falling head in rigid wall permeameter (Army Corps Eng. EM 1110-2-1906, VII-13)	\$ 386
In triaxial cell with back pressure saturation (ASTM D 5084-03)	\$ 441
Flex wall with triaxial compression (ASTM D 5084/ASTM D 4767)	\$ 597
pH of Soil (ASTM G 51)	\$ 88
Resilient Modulus (AASHTO T 307-99)	
In situ sample	\$ 630
Remolded sample (includes compaction and sample preparation)	\$ 945
Rice Density (ASTM D 2041)	\$ 132
Soil Resistivity (ASTM G 57)	\$ 204
Specific Gravity	
Parafilm-coated core (ASTM D 1188)	\$ 49
Rice (AASHTO T 209)	\$ 100
Gravity core specific gravity (ASTM D 2726)	\$ 17
Gravel specific gravity (ASTM C 127)	\$ 79
Sand specific gravity (ASTM C 128)	\$ 105
Soil (ASTM D 854)	\$ 110
Swell (ASTM D 4546)	
Method A	\$ 348
Method B	\$ 243
Method C	\$ 607
Triaxial Compression	
Unconsolidated, undrained (back pressure saturation) (ASTM D 2850-03)	\$ 336
Consolidated, undrained, 1 point (ASTM D 4767-06)	\$ 441
Consolidated, undrained, strength envelope (ASTM D 4767-06)	\$1,323
Load-controlled cyclic (ASTM D 5311)	\$1,323
Unconfined Compression	
Unconfined compression of undisturbed soil samples (ASTM D 2166-06)	\$ 127
Unconfined compression of cement-treated soils (ASTM D 1633-00)	\$ 86
Sample preparation (per hour)	\$ 68

Other tests charged at hourly rates. GeoDesign, Inc. reserves the right to subcontract any laboratory testing listed in our scope of work and to apply charges for subcontracted testing at the rates listed above.



The map features are approximate and are intended only to provide an indication of said features. All other features that have not been depicted may be present. This is not a survey, orthophoto, and other data may not align. The County assumes no liability for variations or omissions by actual survey. ALL DATA IS EXPRESSLY PROVIDED "AS IS" AND "WITH ALL FAULTS". The County makes no warranty of fitness for particular purposes.

Myers Road South Overlay Between SR410 and 81st Street

 Myers Road Overlay



April 28, 2014

Action Item #3

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

Department/Staff Contact: PW / GRIGSBY	Meeting/Workshop Date: 7 June 2016	Agenda Bill Number: AB16-70
Agenda Item Type: Resolution	Ordinance/Resolution Number: 2532	Councilmember Sponsor: Donn Lewis

Agenda Subject: Fennel Creek Sewer Lift Station Assessment Reimbursement Area Formation

Full Title/Motion: A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Approving Formation Of An Assessment Reimbursement Area For The Fennel Creek Sewer Lift Station.

Administrative Recommendation: Recommend Approval

Background Summary: The City is constructing a new sewer lift station on 192nd Ave. This lift station will immediately benefit the commercial developments adjacent to this LS including the Skystone Apartments and City property. Obtaining partial reimbursement to the sewer fund from these two commercial properties is proposed through the formation of this Assessment Reimbursement Area (ARA). The Latecomer Fee (LF) established by formation of this ARA must be based on the proportional share of costs for each property that could benefit from this lift station. The benefitting service area does include single family housing in Kelley Glade and Cedar View. However, payment of this LF is not required by single family homes until connection occurs to the City sewer system. Connection cannot occur until the City extends sewer lines to these two sub-divisions from 192nd Avenue. Currently, there is no project funded to extend this sewer line. Additionally, the home's septic system must fail or the house must be sold in order to require this connection. A public meeting was held on 12 May and a City Council Hearing is planned for 24 May to discuss this ARA and LF.

Attachments: Resolution 2532, ARA Map, Project Cost Estimate, Preliminary LF Estimate

BUDGET INFORMATION

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

Budget Explanation:

COMMITTEE, BOARD & COMMISSION REVIEW

Council Committee Review: Community Development *Approvals:* **Yes No**
 Date: 17 May 2016
 Chair/Councilmember Donn Lewis
 Councilmember Jim Rackley
 Councilmember Dan Swatman
 Forward to: **Consent Agenda:** Yes No

Commission/Board Review:

Hearing Examiner Review:

COUNCIL ACTION

Workshop Date(s): 7 June 2016 Public Hearing Date(s):
 Meeting Date(s): 14 June 2016 Tabled to Date:

APPROVALS

Director: 
 D. L. GRIGSBY, P.E.
Mayor: Neil Johnson Jr.
Date Reviewed by City Attorney: (if applicable)

RESOLUTION NO. 2532

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, WASHINGTON, AUTHORIZING FORMATION OF AN ASSESSMENT REIMBURSEMENT AREA FOR CONSTRUCTION OF THE FENNEL CREEK SEWER LIFT STATION

WHEREAS, the City's Sewer Comprehensive Plan identifies the necessity of a future sewer lift station to serve the area surrounding this lift station site; and,

WHEREAS, the City Council adopted the 2015 – 2016 biennial budget that included funding for Construction of the Fennel Creek Lift Station in the Sewer Capital Improvement Program; and,

WHEREAS, the City opened bids on May 4, 2016 for the Fennel Creek Lift Station Construction and the low bidder was determined to be Award Construction, Inc. for the amount of \$1,811,429.70 which includes tax; and,

WHEREAS, this sewer lift station will benefit both commercial and residential areas of the City; and,

WHEREAS, RCW 35.91.060 and BLMC 13.16.050 authorize the City to create an assessment reimbursement area on its own initiative, finance all of the costs associated with the construction or improvement, and become the sole beneficiary of reimbursements; and,

WHEREAS, the City seeks to obtain reimbursement for the design and construction costs of this new sewer lift station by establishing a city-initiated sewer Assessment Reimbursement Area (ARA).

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

That the City of Bonney Lake Council does hereby authorize formation of this Assessment Reimbursement Area.

PASSED by the City Council this 14th day of June, 2016.

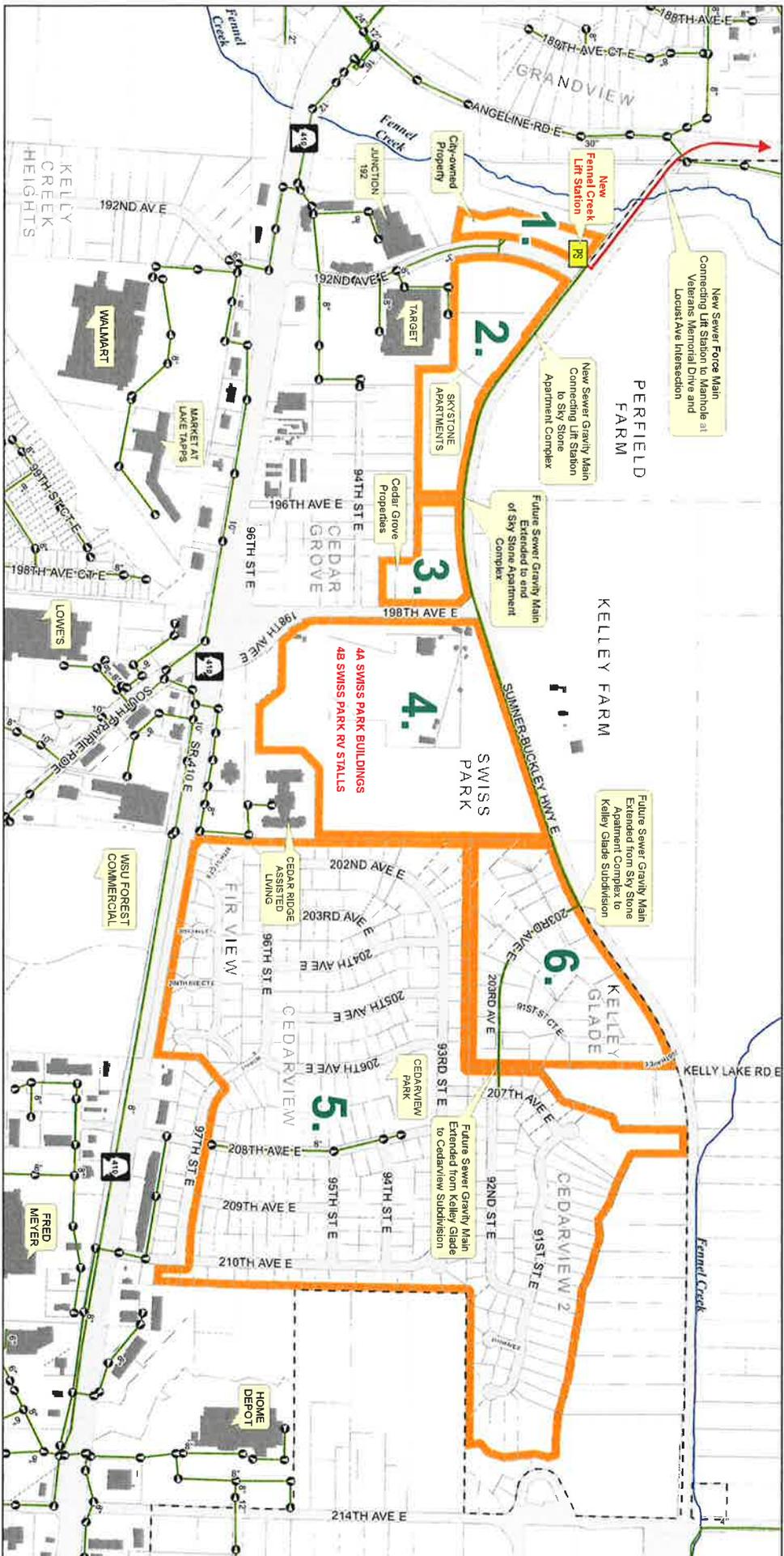
Neil Johnson, Jr., Mayor

AUTHENTICATED:

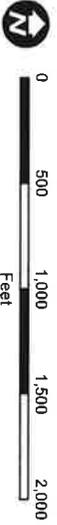
Harwood T. Edvalson, MMC, City Clerk

APPROVED AS TO FORM:

Kathleen Haggard, City Attorney



Fennel Creek Sewer Lift Station Assessment Reimbursement Area



April 25, 2016

**FENNEL CREEK LIFT STATION - SEWER UTILITY LATECOMER AGREEMENT (ULA)
Latecomer Fee - DRAFT Preliminary Assessment**

Option 1 - Includes 192nd Ave, 198th Ave, Swiss Park, Kelly Glade, and Cedar View

Service Area Location (see map)	Parcel Area Description	Number of Parcels	Number of Living Units	CCF for Peak Demand Month	Equivalent Residential Units (ERUs)	Preliminary Latecomer Fee \$	Preliminary Latecomer Fee with City Admin Charge (+ 5%)
Benefitting Service Area							
1	192nd Ave Senior Homes: 40 two-bedroom units = 40 one-bedroom units = 20 memory care units =	1					
					28.0	\$83,338	\$87,505
					24.0	\$71,433	\$75,005
					10.0	\$29,764	\$31,252
2	Skystone Apartments 198th Ave & Summer-Buckley Hwy	2	288		193.0	\$574,440	\$603,162
3	Swiss Park - Buildings (JUL-AUG Peak CCF):	9	9		9.0	\$26,787	\$28,127
4	City Water Meter #1 (20000234) - Hall & Manager's House = City Water Meter #2 (07109081) Grounds Keeper House = City Water Meter #3 (77958997) RV Park Stalls and Restroom = Well (Irrigation/ Weighthatchers Building/Restroom) = Swiss Park - RV Stalls (includes one dump station) = Swiss Park - Dump Station Used by non-residents = Eleven Septic System Drain Fields =	Several		25.0 23.0 33.5 88	3.1 2.9 4.2 1.0	\$9,301 \$8,557 \$12,464 \$2,976	\$9,766 \$8,985 \$13,087 \$3,125
5	Kelley Glade Sub-division	45	39		use CCF above	\$116,079	\$121,882
6	Cedar View Sub-division	356	356		39.0 356.0	\$1,059,589 \$1,994,728	\$1,112,568 \$2,094,464
		Total =			670	\$1,994,728	\$2,094,464
				Note 11			
				Notes 4-6			
				Notes 1 and 2			
						Note 3	
					Total ULA COST =		
						\$1,994,728	
					Preliminary Assessment Rate = \$/ERU		
						\$2,976.37	
					Notes 7-10		

FENNEL CREEK LIFT STATION - SEWER UTILITY LATECOMER AGREEMENT (ULA) Latecomer Fee - DRAFT Preliminary Assessment

NOTES:

1. Preliminary costs are based on estimates and will be adjusted with actual costs. When all actual costs are determined, the Initial Latecomer Fee amount will be set. Costs depend on scope of work and actual design/construction costs... To Be Determined (TBD) !
2. Initial Latecomer Fee Assessment amount will be updated each January with a CCI adjustment = Current Latecomer Fee
3. Latecomer Fee Paid = Current Latecomer Fee + 5% City Administrative Fee (BLMC 13.16.050 F)
4. BLMC 13.12.082 D - Sewer Service Charges for Customers Other Than Single-Family Residential
Multi-family & Duplex Units = eight CCF per month maximum
Mobile Home Parks = ten CCF per month maximum per meter
Recreational Vehicle Parks = no CCF limit
5. BLMC 13.12.100 D & F, Multi-Family Living Units, SDC proportionate reduction:
3-Bedrooms = 80% Reduction
2-Bedrooms/Bonus Rooms = 70% Reduction
1-Bedroom/Bonus Rooms = 60% Reduction
Studio/Efficiency Unit = 50% Reduction
6. Connection to sewer system is required at time home sells or septic system fails and there is an active city sewer line within 250-feet of parcel.
7. Does not include probable increase in living units in Cedar View as a result of redevelopment; conversion of one living unit to duplex or greater. Also, does not account for multiple REUs on existing parcels where duplexes may have already been built.
8. In Cedar View, it is very likely that many of the homes may not be sold within the 20-year period a ULA would exist. May want to consider reducing these ERUs by 20-50% since the City would not recover the Latecomer Fees assessed to these parcels.
9. Due to the number of estimates and assumptions, the City will be responsible for any ERU shortfalls. Funding for these ERUs will not be paid by others.
10. The Force Main cost is only included up to the intersection with the sewer line in Angeline Road. The cost of the remaining sewer line was not included as it was done to avoid upgrade costs to Lift Station 17 that were not directly attributed to this ULA.
11. Swiss Park RV ERUs - Estimated at one point in time based on amount of CCF in 2015 and using 8 CCF = 1 ERU. Update when Initial LF calculated.

Action Item #4

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

Department/Staff Contact: CD / Cole Elliott	Meeting/Workshop Date: 24 May 2016	Agenda Bill Number: AB16-71
Agenda Item Type: Resolution	Ordinance/Resolution Number: 2533	Councilmember Sponsor: Donn Lewis

Agenda Subject: Nicholas Markham - 18th Street E Water Developer's Agreement

Full Title/Motion: A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing A Water Developers Extension Agreement Between Nicholas Markham And The City Of Bonney Lake.

Administrative Recommendation:

Background Summary: Mr. Nicholas Markham has requested the City provide water and fire protection services for his proposed residence located along 18th Street East just east of 214th Avenue East.

Attachments: Vicinity Map

BUDGET INFORMATION

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

Budget Explanation:

COMMITTEE, BOARD & COMMISSION REVIEW

Council Committee Review:	Community Development	<i>Approvals:</i>	Yes	No
	Date: 17 May 2016	Chair/Councilmember	Donn Lewis	<input type="checkbox"/> <input type="checkbox"/>
		Councilmember	James Rackley	<input type="checkbox"/> <input type="checkbox"/>
		Councilmember	Dan Swatman	<input type="checkbox"/> <input type="checkbox"/>
	Forward to:	Consent Agenda: <input type="checkbox"/> Yes <input type="checkbox"/> No		

Commission/Board Review:

Hearing Examiner Review:

COUNCIL ACTION

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

APPROVALS

Director: <i>John Vodopich</i>	Mayor:	Date Reviewed by City Attorney: (if applicable)
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RESOLUTION NO. 2533

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AUTHORIZING AN AGREEMENT WITH NICHOLAS MARKHAM FOR 18TH STREET EAST WATER EXTENSION.

WHEREAS, Nicholas Markham is developing a residential home located outside of the City limits along 18th Street East; and

WHEREAS, 18th Street East is located within the water service area of the City of Bonney Lake; and

WHEREAS, the City of Bonney Lake requires that a Developer have an approved Developer Extension Agreement for water improvements to the City's infrastructure; and

WHEREAS, the City Council finds that it is in the public interest that this agreement be carried out at this time;

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of Bonney Lake, Washington, does hereby authorize the Mayor to sign the attached Water Developer Extension Agreement with Nicholas Markham for the extension water main along 18th Street East.

PASSED by the City Council this ___ day of May, 2016.

Neil Johnson Jr., Mayor

AUTHENTICATED:

Harwood T. Edvalson, MMC, City Clerk

APPROVED AS TO FORM:

Kathleen Haggard, City Attorney



WATER DEVELOPERS AGREEMENT

PUBLIC WORKS DEPARTMENT

THIS AGREEMENT, by and between the City of Bonney Lake, a municipal corporation, hereinafter referred to as "City", and Nicholas Markham, hereinafter referred to as "Developer".

WITNESSETH: That whereas the City of Bonney Lake, a municipal corporation, provides WATER service within the corresponding WATER service area boundary, and the above-named Developer is preparing to construct a WATER system, or additions thereto, and said development requires the City's WATER service;

WHEREFORE, THE PARTIES AGREE AS FOLLOWS:

- I. Developer agrees to design and/or construct the WATER system, or additions thereto, to be connected to the City's WATER lines, and to maintain such additions until such time as the improvements are accepted by the City, with the agreements conditioned as set forth below. The WATER system, or additions thereto, shall be located within that area commonly referred to as 18th Street E, which property is described in Exhibit "A" attached hereto and referred to hereinafter as "Premises".
- II. As a condition precedent to City obligations under this agreement, the Developer shall design and/or construct the proposed WATER system, or additions thereto, within said premises in conformance with the City's "Development Policies and Public Works Standards", as adopted (and by reference made a part hereof), together with any City approved amendments thereto made, and further to conform with the City's comprehensive WATER plan, which agreement shall include oversizing of WATER mains as may be identified in the City's adopted WATER comprehensive plan.
 - A. Apply for irrigation meters separate from residential meters where the irrigation serves common areas or more than one single-family residence.
 - B. The applicant shall submit landscaping and irrigation plans for review and employ the best management practices available for the efficient use of water.
- III. The developer agrees that the construction of the WATER system, or additions thereto, shall not commence until the following conditions have been fulfilled:
 - A. The developer shall furnish the City with three (3) sets of detailed plans for the water system, or additions thereto, at Developer's own expense, prepared by a qualified engineer licensed in the State of Washington.
 - B. The above plans shall require the review and approval by the City and its Engineer, and the cost of such review shall be at the Developer's own expense.

- C. Minimum requirements for all plans for WATER system, or additions thereto, submitted to the City for review are:
1. Three (3) sets of plans and documents shall be submitted, wherein one (1) set will be returned to the applicant.
 2. A preliminary plat of the area in which said WATER system, or additions thereto, are to be constructed, which plat has been approved by the City, or County as applicable.
 3. A map showing the location of the plat in relation to the surrounding area.
 4. A contour map of the plat with contour intervals of two feet or less.
 5. A map showing the location and depth of all proposed utilities and any connections and/or interconnections to existing facilities or future extensions and connections.
 6. A 1" = 50' plan of the water system showing streets, lot lines, dimensions, and location of bench marks and monuments for the proposed plat, together with an indication of the development of the adjacent property.
 7. A profile 1" = 50' horizontal and 1" = 5' vertical of the finished road grades with the water system and other pertinent underground utilities located, with elevations noted thereon. The elevation datum shall be the same as used by the City. It shall be the responsibility of the Developer to confirm such datum with the City.
 8. Full-sized detail sheets shall be included as part of the construction drawings, as required to clearly indicate the details for all of the water system, or additions thereto, to be constructed, consistent with City standards.
 9. Specifications sufficient to fully describe the work, consistent with City's "Development Policies and Public Works Design Standard".
 10. Approvals from all regulatory agencies.
- D. Construction requirements in addition to the City standards and details for developer extensions, as adopted, are as follows:
1. Unless otherwise approved in writing, by the City, all streets and/or roadways shall be graded to within six inches of final grade before installation of WATER improvements.
 2. All lots shall be fully staked to assist all parties involved in the proper location of the WATER system including services.
 3. All hydrants and valves shall be fully staked in the field and reviewed and approved by the City prior to installation of same. Adjustments to

"approval construction drawings" may be warranted and required by the City, based on actual local field conditions.

4. All contractors and subcontractors shall have a current Washington State Contractors License.
5. The Developer's WATER system, or additions thereto, on Premises shall not be connected to the City WATER system until authorized by the City, and such connection shall be performed under the supervision and direction of the City.

- E. For the purpose of applying RCW 4.24.115 to this Contract, the Developer and the City agree that the term "damages" applies only to the finding in a judicial proceeding and is exclusive of third party claims for damages preliminary thereto.

The Developer agrees to defend and hold the City harmless from all claims for damages by third parties, including costs and reasonable attorney's fees in the defense of claims for damages, arising from performance of the Developer's express or implied obligations under this Agreement. The Developer waives any right of contribution against the City.

It is agreed and mutually negotiated that in any and all claims against the City or any of its agents or employees by any employee of the Developer, any contractor or subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the obligations hereunder shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Developer or any contractor or Subcontractor under Workman's Compensation Acts, disability benefits acts or other employees' benefit acts. The City and the Developer agree that all third party claims for damages against the City for which the Developer's insurance carrier does not accept defense of the City may be tendered by the City by the Developer who shall, if so tendered by the City, accept and undertake to defend or settle with the Claimant. All investigation and legal work product regarding said claim shall be performed under a fiduciary relationship to the City. In the event that the City agrees or a court finds that the claim arises from the sole negligence of the City, the City shall be responsible for all damages payable to the third party claimant. In the event that the City and the Developer agree or a court finds that the claim arises from or includes negligence of both the Developer and the City, the Developer shall be responsible for all damages payable by the Developer to the third party claimant under the court findings, and, in addition thereto, the Developer shall hereunder reimburse or pay the City for all damages paid or payable to the City under the court findings in an amount not to exceed the percentage of total fault attributable to the Developer. For example, where the Developer is 25% negligent, the Developer shall not be required to indemnify the City for any amount in excess of 25% of the claimant's total damages.

The Developer shall ensure that all construction contracts entered into for the WATER SYSTEM name the City of Bonney Lake as an additional insured.

- F. In the event the Developer in his operation damages or disrupts existing improvements, the repairs shall be made at the Developer's expense. In the event they are so damaged or the service disrupted and the Developer fails or is unable to immediately restore the service, then the Owners of the improvements may cause the repairs to be made by others and all costs for the same shall be at the Developer's own expense.

Where the construction crosses or is adjacent to existing utilities, the Developer shall exercise extreme care to protect such utilities from damage.

If any damage is done to an existing utility, the Developer shall notify the utility company involved who will dispatch a crew to repair the damage at the Developer's expense. All costs for the same shall be at the Developer's own expense.

The Developer shall be aware that some existing WATER facilities are known to contain asbestos cement pipe. The Developer shall conduct all work related to existing asbestos cement pipe in strict accordance with WISHA safety regulations and provisions contained within WAC 296-62077. All costs related to work in compliance with established rules and regulations shall be the responsibility of the Developer. Demolition of existing, asbestos cement pipe, if required, will be permitted only after the proper permits are obtained from the Puget Sound Air Pollution Control Agency. The Developer shall be responsible for all associated fees and permits required for asbestos removal and disposal. Work crews shall be provided with proper protective clothing and equipment. Hand tools shall be used, and the asbestos cement pipe shall be scored and broken in lieu of the sawing or other methods which release fibers into the atmosphere. Waste asbestos pipe shall be buried in the trench. Asbestos pipe to be abandoned in – place shall not be disturbed, except as noted herein, and shall remain in its original position.

The Developer is cautioned that all existing drainage systems, whether open ditch, buried pipe, or drainage structures, are not on record. It shall be the responsibility of the Developer to repair or replace all such systems found during construction, which are damaged by the Developer's construction in a manner which is satisfactory to the City.

Where the Developer is allowed to use private property adjacent to the work, the property so used shall be returned to its original or superior condition. The Developer shall make all arrangements in advance with such property owners, to insure that no conflicts will ensue after the property is restored as described above. The Developer will be required to furnish the City with a written release from said private property owners, if the City deems it to be necessary to obtain such document.

- IV. The construction, of the Developer's WATER system, or additions thereto, on the Premises shall be supervised by the City in such a manner and at such times as the City deems reasonably necessary to assure that construction of the system will conform with the above-mentioned plans and specifications. The Developer herewith agrees to allow such inspections and agrees to cooperate providing reasonable

advance notice on his construction schedule during, the various construction phases as requested by the City.

- V. The Developer further agrees to pay an estimated amount of money to cover the City's expected review fees and construction supervision expenses incurred.
- VI. The Developer's WATER & SEWER system, or additions thereto, on Premises shall not be accepted for service and use until the same have been fully inspected and approved, and the following requirements have been performed:
 - A. Submit to the City in Auto-CADD format, latest revision (unless otherwise approved by the City), the computer file supplied on a three and one half (3-1/2) inch disc accompanied by the original mylars, with all changes from the original design clearly marked to reflect the as-built conditions. The Developer's Engineer shall certify the accuracy of the record drawings and shall affix his seal and signature.
 - B. Payment of all permit fees and equivalent assessment charges and any other applicable City charges required for Premises.
 - C. Payment of all plan check and inspection fees.
 - D. Prepare and furnish the required easements in compliance with the City's standard form, and furnish same to the City for approval by the City Attorney, prior to recording of same. The proponent shall pay all the necessary recording, fees.
 - E. Furnish the City with an affidavit warranting there are no liens against the improvements constructed on Premises by the Developers, this affidavit shall be in the form prescribed by the City.
 - F. Furnish the City with a Bill of Sale conveying, the WATER & SEWER system to the City.
 - G. Furnish a one year maintenance bond for 15% (or \$2,000 whichever is greater) of the amount of the Bill of Sale guaranteeing that the WATER & SEWER system will be free of defects in labor and materials. Form to be prescribed by the City.
- VII. In the event any warranty repairs are required, the City agrees, whenever feasible, to provide the Developer with reasonable notice, before directly undertaking such repairs. The City reserves the right, however, to effect emergency repairs as deemed necessary by the City. The City shall be reimbursed by the Developer for all costs thereof.
- VIII. Upon performing all requirements, including those as set forth in Paragraph 5 above , the City shall accept the WATER system, and agree therewith to operate and maintain said system.
- IX. Nothing in this Agreement shall be construed to excuse Developer from requirements and conditions found in any City ordinance, resolution, plan or policy, with respect to

the provision of utility service, including without limitation requirements regarding annexation or execution of covenants to annex, and the City will not provide utility service to Developer prior to Developer's satisfaction of all such requirements and conditions.

SUBMITTED this 4 day of MAY 2016

DEVELOPER: Nicholas Markham Date 5/4/2016
Signature

Nicholas Markham
Printed Name

Company Title (as applicable)

2811 208th Ave E
Address

Lake Tapps WA 98391
City State Zip

Phone No. 253-249-1952 FAX No. _____

CITY OF BONNEY LAKE
DEVELOPER AGREEMENT

ACCEPTED this _____ day of _____ 20____

Neil Johnson Jr., Mayor

CITY OF BONNEY LAKE
DEVELOPER AGREEMENT
EXHIBIT 'A'

PLAT NAME _____

DEVELOPER: _____

LEGAL DESCRIPTION: _____

Tax Parcels

- Easements - ROW
- EASEMENTS - ROW
- Public
- Private
- Railroad



Disclaimer: The map features are approximate and are intended only to provide an indication of said feature. Additional areas that have not been mapped may be present. This is not a survey. The County assumes no liability for variations ascertained by actual survey. ALL DATA IS EXPRESSLY PROVIDED 'AS IS' AND 'WITH ALL FAULTS'. The County makes no warranty of fitness for a particular purpose. 2016/04/04

Action Item #5

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

Department/Staff Contact: Public Works / Doug Budzynski	Meeting/Workshop Date: 24 May 2016	Agenda Bill Number: AB16-72
Agenda Item Type: Resolution	Ordinance/Resolution Number: 2534	Councilmember Sponsor: Donn Lewis

Agenda Subject: Notice of Award for Construction of Fennel Creek Lift Station.

Full Title/Motion: A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing A Contract With Award Construction For The Construction Effort Of The Fennel Creek Lift Station.

Administrative Recommendation: Recommend Approval

Background Summary: The City's Sewer Comprehensive Plan identifies the location of a future sewer lift station in the area of 192nd Ave and Sumner-Buckly Hwy. This future lift station will support the immediate surrounding areas planned for development and those areas to the east of the site including Cedar View, Kelley Glade, and Swiss Park communities. On October 27, 2015, City Council approved the design contract to Parametix. Parametrix completed the design on schedule and a request for bids was advertised on April 13, 2016. The City received 5 bids and opened bids on May 4, 2016. Award Construction was the apparent low bidder with a bid of \$1,811,429.70. The Engineer's Estimate is \$1,816,485.20. Staff has determined that Award Construction's submittal is consistent with the requirements of the contract provisions. Sewer SDC funding is used for this project. A 2016 budget adjustment is required. A proposed Sewer Assessment Reimbursement Area (ARA) is being prepared to help reimbursement of this project.

Attachments: Resolution 2534, Contract, Bid Tabulation, Map

BUDGET INFORMATION

Budget Amount	Current Balance	Required Expenditure	Budget Balance	Fund Source
\$1,347,814.00	\$1,092,771.10	\$2,083,142.7	(\$990,371.60)	<input type="checkbox"/> General <input checked="" type="checkbox"/> Utilities <input type="checkbox"/> Other

Budget Explanation: 402.105.035.594.35.63.05 Fennel Creek Lift Station.

Construction Contract: \$1,811,429.70 + 10% Contingency: \$181,142.00 + 5% Permitting/Construction Services: \$90,571.00 for Total = \$2,083,142.70

Revenue Source: Sewer SDCs

COMMITTEE, BOARD & COMMISSION REVIEW

Council Committee Review:	Community Development	<i>Approvals:</i>	Yes	No
	Date: 17 May 2016	Chair/Councilmember	Donn Lewis	<input type="checkbox"/> <input type="checkbox"/>
		Councilmember	Dan Swatman	<input type="checkbox"/> <input type="checkbox"/>
		Councilmember	James Rackley	<input type="checkbox"/> <input type="checkbox"/>
	Forward to:	Consent Agenda: <input type="checkbox"/> Yes <input type="checkbox"/> No		

Commission/Board Review:

Hearing Examiner Review: May 24, 2016

COUNCIL ACTION

Workshop Date(s): _____ Public Hearing Date(s): _____
Meeting Date(s): _____ Tabled to Date: _____

APPROVALS

Director:  **Mayor:** _____ **Date Reviewed** _____

RESOLUTION NO. 2534

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, WASHINGTON, AWARDED THE FENNEL CREEK LIFT STATION CONSTRUCTION TO AWARD CONSTRUCTION, INC.

WHEREAS, the City's Sewer Comprehensive Plan identifies the necessity of a future sewer lift station to serve the area surrounding the lift station site; and

WHEREAS, the City Council adopted the 2015 – 2016 biennial budget that included funding for Fennel Creek Lift Station in the Sewer Capital Improvement Programs; and

WHEREAS, the City intends to construct the Fennel Creek Lift Station to serve the planned developments that would be required to connect to the lift station; and

WHEREAS, the City intends to establish a city-initiated sewer Assessment Reimbursement Area (ARA) to address the reimbursement portion of costs associated with the design and construction of the lift station based on benefiting area; and

WHEREAS, the City opened bids on May 4, 2016 for the Fennel Creek Lift Station Construction advertisement and the low bidder was determined to be Award Construction, Inc. for the amount of \$1,811,429.70 which includes tax;

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

That the City of Bonney Lake Council does hereby authorize the Mayor to sign the attached contract with Award Construction, Inc.

BE IT FURTHER RESOLVED, that the City of Bonney Lake Council does hereby authorize a 10% Construction Contingency (\$181,142.00) amount based on the contract bid amount as well as a 5% permitting/construction services (\$90,571.00) amount based on the contract bid for a total amount of \$2,083,142.70.

BE IT FURTHER RESOLVED, that a 2016 budget amendment to increase the project budget is hereby authorized in the amount of \$990,371.60 for this project. Total 2016 budget increase from \$1,347,814.00 to \$2,338,185.60.

PASSED by the City Council this 24th day of May, 2016.

Neil Johnson, Jr., Mayor

AUTHENTICATED:

Harwood T. Edvalson, MMC, City Clerk

APPROVED AS TO FORM:

Kathleen Haggard, City Attorney

CONTRACT

THIS CONTRACT, is made and entered into this 24th day of May, 2016 by and between the CITY OF BONNEY LAKE, a Washington municipal corporation, hereinafter referred to as the "Owner" and Award Construction, hereinafter referred to as the "Contractor."

WITNESSETH:

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

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

WHEREAS the Owner has heretofore caused to be prepared certain plans and specifications described as the Fennel Creek Lift Station and the Contractor did on the 4 day of May, 2016, file with the Owner a proposal to construct said work and agreed to accept as payment therefore the sum fully stated and set forth in the proposal; and

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

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

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

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

CITY OF BONNEY LAKE _____ Neil Johnson, Jr., Mayor Date: _____	CONTRACTOR By: _____ Title: _____ Date: _____
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City of Bonney Lake - Fennel Creek Lift Station Construction Project

Date: May 4, 2016

Bid No.	Units	Description	Engineers Estimate		Award Construction		Northwest Cascade		Pape & Sons Construction		Coccardi		Hoffman Construction	
			Qty	Unit Price	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
<p>SCHEDULE A</p> <p>MINOR CHANGE \$10,000.00 \$ 10,000.00</p> <p>PROJECT SURVEYING \$5,000.00 \$ 5,000.00</p> <p>RECORD DRAWINGS \$1,000.00 \$ 1,000.00</p> <p>PROPERTY RESTORATION \$5,000.00 \$ 5,000.00</p> <p>SPEC PLAN \$1,000.00 \$ 1,000.00</p> <p>MOBILIZATION \$5,000.00 \$ 5,000.00</p> <p>PROJECT TRAFFIC CONTROL \$5,000.00 \$ 5,000.00</p> <p>FLAGGERS \$50.00 \$ 50.00</p> <p>REMOVAL OF STRUCTURES AND OBSTRUCTIONS \$11,000.00 \$ 11,000.00</p> <p>REMOVABLE FLEXIBLE PAVEMENT \$22,400.00 \$ 22,400.00</p> <p>REMOVE ASPHALT CONC. PAVEMENT WITH CEMENT CONC. PAVEMENT \$22,400.00 \$ 22,400.00</p> <p>POTHOLING \$4,800.00 \$ 4,800.00</p> <p>SHORING OR EXTRA EXCAVATION CL. B \$4,800.00 \$ 4,800.00</p> <p>CRUSHED SURFACING TOP COURSE \$35.00 \$ 35.00</p> <p>ASPHALT COLD PATCH \$21,000.00 \$ 21,000.00</p> <p>HMA CL. 1/2 IN. PG 64-22 \$150.00 \$ 15,000.00</p> <p>MANHOLE 48 IN. DIAM. TYPE 1 \$86.00 \$ 86.00</p> <p>TESTING MANHOLES \$4,500.00 \$ 4,500.00</p> <p>CDP BACKFILL \$1,750.00 \$ 1,750.00</p> <p>TRENCH BACKFILL \$30,000.00 \$ 30,000.00</p> <p>EXTRA EXCAVATION INCL. HAUL \$25.50 \$ 2,550.00</p> <p>FOUNDATION MATERIAL \$40.00 \$ 4,000.00</p> <p>4 IN. VACUUM RELIEF VALVE AND CHAMBER \$6,000.00 \$ 6,000.00</p> <p>2 IN. COMBINATION AIR VALVE \$5,000.00 \$ 5,000.00</p> <p>8 IN. PLUG VALVE \$2,500.00 \$ 2,500.00</p> <p>SINNET WATER SERVICE CONNECTION 1-1/2 IN. DIAM. \$1,000.00 \$ 1,000.00</p> <p>WATER SERVICE PIPE 1-1/2 IN. DIAM. \$55.00 \$ 550.00</p> <p>HOPE SANITARY SEWER FORCE MAIN 8 IN. DIAM. \$147,620.00 \$ 147,620.00</p> <p>DI. SANITARY SEWER FORCE MAIN 8 IN. DIAM. \$100.00 \$ 10,000.00</p> <p>PE SANITARY SEWER PIPE 8 IN. DIAM. \$47.00 \$ 4,700.00</p> <p>12 IN. STEEL CASKIN WITH 8 IN. DIAM. HOPE SANITARY SEWER FORCE MAIN CARRIER PIPE \$1,500.00 \$ 15,000.00</p> <p>4 IN. STEEL CASKIN WITH 8 IN. DIAM. HOPE SANITARY SEWER FORCE MAIN CARRIER PIPE \$400.00 \$ 4,000.00</p> <p>ADJUST EXISTING CATCH BASIN TO GRADE \$7,500.00 \$ 7,500.00</p> <p>EROSION WATER POLLUTION CONTROL \$2,500.00 \$ 2,500.00</p> <p>ASPHALT CONCRETE BARRIER CURB \$195.00 \$ 1,950.00</p> <p>DEPAVING SYSTEM \$2,000.00 \$ 2,000.00</p> <p>MOVEMENT CASE AND COVER \$12,500.00 \$ 12,500.00</p> <p>TRAFFIC SIGNAL SYSTEM RESTORATION \$800.00 \$ 800.00</p> <p>ILLUMINATION SYSTEM RELOCATION \$15,000.00 \$ 15,000.00</p> <p>RELOCATE PERMANENT TRAFFIC SIGN AND POST \$250.00 \$ 2,500.00</p> <p>4 IN. PAINT LINE \$0.50 \$ 4,600.00</p> <p>8 IN. PAINT LINE \$0.50 \$ 380.00</p> <p>PLASTIC CROSSWALK STRIPE AND STOP BAR \$2.00 \$ 440.00</p> <p>PLASTIC TRAFFIC ARROW \$250.00 \$ 2,500.00</p> <p>PLASTIC TRAFFIC LETTER \$350.00 \$ 1,400.00</p> <p>Construction Cost: Schedule A \$688,983.60</p> <p>WSST @ 8.8% \$67,622.64</p> <p>Total Cost Schedule A - Including WSST \$756,606.24</p>														
<p>SCHEDULE B</p> <p>Min. Demob. Site Prep, Sign, Cleanup \$4,500.00 \$ 4,500.00</p> <p>TESS \$2,900.00 \$ 2,900.00</p> <p>Site Work and Utilities \$14,350.00 \$ 14,350.00</p> <p>Crushed Rock for Pavement Base and Driveways \$6,670.00 \$ 6,670.00</p> <p>Unshredded Backfill \$50.00 \$ 50.00</p> <p>Structural \$48,300.00 \$ 48,300.00</p> <p>Mechanical \$12,350.00 \$ 12,350.00</p> <p>Pumps and Motors \$4,280.00 \$ 4,280.00</p> <p>Electrical \$13,870.00 \$ 13,870.00</p> <p>Generator \$18,790.00 \$ 18,790.00</p> <p>O&M Manuals and Record Drawings \$1,790.00 \$ 1,790.00</p> <p>Trench Safety and Shoring \$11,280.00 \$ 11,280.00</p> <p>Minor Change \$23,000.00 \$ 23,000.00</p> <p>Construction Cost: Schedule B \$80,673.00</p> <p>WSST @ 8.8% \$68,288.96</p> <p>Total Cost Schedule B - Including WSST \$1,065,962.96</p>														
<p>Northwest Cascade</p> <p>46,000.00 \$ 46,000.00</p> <p>16,000.00 \$ 16,000.00</p> <p>3,228,500.00 \$ 3,228,500.00</p> <p>8,500.00 \$ 8,500.00</p> <p>90,000.00 \$ 90,000.00</p> <p>18,000.00 \$ 18,000.00</p> <p>62,000.00 \$ 62,000.00</p> <p>103,000.00 \$ 103,000.00</p> <p>140,000.00 \$ 140,000.00</p> <p>172,000.00 \$ 172,000.00</p> <p>120,000.00 \$ 120,000.00</p> <p>17,000.00 \$ 17,000.00</p> <p>2,000.00 \$ 2,000.00</p> <p>5,000.00 \$ 5,000.00</p> <p>300.00 \$ 300.00</p> <p>72,000.00 \$ 72,000.00</p> <p>88,000.00 \$ 88,000.00</p> <p>65,000.00 \$ 65,000.00</p> <p>67,545.79 \$ 67,545.79</p> <p>129,467.78 \$ 129,467.78</p> <p>81,081.58 \$ 81,081.58</p> <p>170,733.48 \$ 170,733.48</p> <p>10,230.98 \$ 10,230.98</p> <p>4,000.00 \$ 4,000.00</p> <p>20,000.00 \$ 20,000.00</p> <p>45,000.00 \$ 45,000.00</p> <p>5,000.00 \$ 5,000.00</p> <p>30,000.00 \$ 30,000.00</p> <p>5,000.00 \$ 5,000.00</p> <p>20,000.00 \$ 20,000.00</p> <p>30,000.00 \$ 30,000.00</p> <p>6,897.70 \$ 6,897.70</p> <p>404,000.00 \$ 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Action Item #6

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

Department/Staff Contact: PW / GRIGSBY	Meeting/Workshop Date: 7 June 2016	Agenda Bill Number: AB16-74
Agenda Item Type: Resolution	Ordinance/Resolution Number: 2536	Councilmember Sponsor: Donn Lewis

Agenda Subject: Wholesale Water Supply Agreement with the City of Tacoma, Department of Public Utilities-Water Division

Full Title/Motion: A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Approving Adoption Of A Wholesale Water Supply Agreement With The City Of Tacoma, Department Of Public Utilities-Water Division.

Administrative Recommendation: Recommend Approval

Background Summary: The City of Bonney Lake entered into the first Water Supply Agreement with TPU in 2005 for 2 MGD. The City has purchased an additional TPU 2 MGD water supply through an Agreement with Cascade Water Alliance. This agreement consolidates these two purchases into one Water Supply for 4 MGD (peak demand) with TPU.

Attachments: Resolution 2536, TPU Water Supply Agreement

BUDGET INFORMATION

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

Budget Explanation:

COMMITTEE, BOARD & COMMISSION REVIEW

Council Committee Review:	Community Development	<i>Approvals:</i>	Yes	No
	Date: 12 May 2016	Chair/Councilmember	Donn Lewis	<input type="checkbox"/> <input type="checkbox"/>
		Councilmember	James Rackley	<input type="checkbox"/> <input type="checkbox"/>
		Councilmember	Dan Swatman	<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):	7 June 2016	Public Hearing Date(s):	
Meeting Date(s):	14 June 2016	Tabled to Date:	

APPROVALS

Director: D. L. Grigsby, P.E.		Mayor: Neil Johnson Jr.	Date Reviewed by City Attorney: (if applicable)
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RESOLUTION NO. 2536

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, WASHINGTON, AUTHORIZING A WHOLESALE WATER SUPPLY AGREEMENT WITH THE CITY OF TACOMA, DEPARTMENT OF UTILITIES-WATER DIVISION.

WHEREAS, the City of Bonney Lake entered into the first Water Supply Agreement with the Tacoma Public Utilities (TPU) department in 2005 for a 2 MGD (Peak Demand) water supply; and,

WHEREAS, the City has purchased an additional TPU 2 MGD water supply through an Agreement with Cascade Water Alliance; and,

WHEREAS, TPU requests that a single Water Supply Agreement be created that consolidates these two water supply purchases into one Water Supply Agreement.

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

The City of Bonney Lake Council authorizes the Mayor to sign the attached Water Supply Agreement.

PASSED by the City Council this 14th day of June, 2016.

Neil Johnson, Jr., Mayor

AUTHENTICATED:

Harwood T. Edvalson, MMC, City Clerk

APPROVED AS TO FORM:

Kathleen Haggard, City Attorney

WHOLESALE WATER SUPPLY AGREEMENT

This WHOLESALE WATER SUPPLY AGREEMENT ("Agreement"), by and between the City of Tacoma, Department of Public Utilities, Water Division ("Tacoma"), and the City of Bonney Lake ("City"), is made and entered into as of this ____ day of _____ (2016) ("Effective Date"). Tacoma and City are sometimes referred to collectively as the "Parties" and individually as a "Party." This Agreement is made with reference to the following facts:

RECITALS

WHEREAS, Tacoma is a municipality organized and operating under the laws of the State of Washington and operates a water utility pursuant to RCW 35.92.010;

WHEREAS, pursuant to RCW 35.92.170-.200, Tacoma is authorized to operate a water utility outside its geographical boundaries and to sell surplus water to customers outside of Tacoma's city limits;

WHEREAS, City is a non-charter code city organized and operating as a municipal corporation under the laws of the State of Washington;

WHEREAS, City and Tacoma have previously entered into a "Wholesale Water Agreement" dated February 1, 2005, pursuant to which Tacoma is required to provide, upon City's request, a wholesale water supply of up to 935,000 gpd (annual average daily use, subject to certain 2,000,900 gpd peak day and 1,800,810 gpd peak period limitations set forth therein), for use by City in connection with the prudent use and management of its water system (the "Existing Agreement");

WHEREAS, Tacoma and Cascade Water Alliance, a joint municipal utilities services authority ("Cascade"), have heretofore entered into an "Amended and Restated Agreement for the Sale of Wholesale Water" dated December 31, 2012 (the "Cascade/Tacoma Agreement");

WHEREAS, pursuant to Section 6 of the Cascade/Tacoma Agreement, Tacoma has available surplus water and is willing to sell to City a 1,500,000 gpd (annual average daily use) wholesale water supply, which is a portion of the 4,000,000 gpd (annual average daily use) wholesale water supply that is available as of the Effective Date to sell to City pursuant to the Cascade/Tacoma Agreement;

WHEREAS, the Parties desire, by this Agreement, to amend and restate the Existing Agreement;

WHEREAS, Tacoma is willing to make a 2,435,000 gpd (935,000 gpd + 1,500,000 gpd) (annual average daily use) wholesale water supply available to City as a direct wholesale customer of Tacoma in accordance with the terms and conditions of this Agreement, which is a combination of the 935,000 gpd wholesale water supply currently provided under the

Existing Agreement and the 1,500,000 gpd available pursuant to the Cascade/Tacoma Agreement, subject to certain peak-period limitations set forth below;

WHEREAS, pursuant to the requirements of RCW 35.92.010, the Parties specifically find that this Agreement will at a minimum generate revenues sufficient for Tacoma to cover the marginal cost of the available surplus water supplied to City; and

WHEREAS, City is willing to purchase and accept delivery of such wholesale water supply from Tacoma as a direct wholesale customer of Tacoma in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants and conditions herein contained, the Parties agree as follows:

AGREEMENT

1. DEFINITIONS

For purposes of this Agreement, the following terms defined herein shall have the following meanings, whether singular or plural:

"Applicable Law" means any applicable and binding statute, law, rule, regulation, code, ordinance, judgment, decree, writ, legal requirement or order, and the written interpretations thereof, of any national, federal, state or local Governmental Authority having jurisdiction over the Parties or the performance of this Agreement.

"Cascade" shall have the meaning set forth in the Recitals.

"Cascade/Tacoma Agreement" shall have the meaning set forth in the Recitals.

"City" shall have the meaning set forth in the preamble of this Agreement.

"City Hazardous Substances" means any Hazardous Substances generated, transported, kept, handled, stored, placed, discharged or released by City, or by anyone directly or indirectly retained or employed by City, in connection with the performance of this Agreement.

"City Isolation Valve" means a positive shut-off valve owned and operated by City as part of the Interconnection Facilities.

"Dispute" shall have the meaning set forth in Section 17.1.

"Draft Operating Plan" means a non-binding informational plan intended to advise Tacoma of the amount of the Wholesale Water Supply that City anticipates it will use during the period starting June 1 and ending September 31 each year during the Term.

"Effective Date" shall have the meaning set forth in the preamble of this Agreement.

"Existing Agreement" shall have the meaning set forth in the Recitals.

"Flow Control Valve" means the valve that controls the volume of water that is delivered to City and is more particularly described in Exhibit A.

"Governmental Authority" means (a) any federal, national, state, tribal, county, municipal or local government (whether domestic or foreign), or any political subdivision thereof; (b) any court or administrative tribunal; (c) any other governmental, quasi-governmental, judicial, public or statutory instrumentality, authority, body, agency, bureau or entity of competent jurisdiction; or (d) any nongovernmental agency, tribunal or entity that is vested by a governmental agency with applicable jurisdiction.

"Hazardous Substances" means any substance or material regulated or governed by Applicable Law; any substance, emission or material now or hereafter deemed by any Governmental Authority or Applicable Law to be a "regulated substance," "hazardous material," "hazardous waste," "hazardous constituent," "hazardous substance," "dangerous material," "dangerous waste," "dangerous substance," "toxic substance," "radioactive substance" or a "pesticide"; and any other substance with properties that are harmful or deleterious to human health or to the environment.

"Interconnection Facilities" means all facilities, other than the Wholesale Service Connections, that are necessary for City to access and take delivery of the Wholesale Water Supply at the Wholesale Service Connections and to convey such water to City's transmission and distribution systems. Interconnection Facilities include the City Isolation Valve and such other pressure-reducing valves, power service, storm drainage, vaults, telecommunications service, conduit, controllers, pedestals and boxes operated by City as part of the Interconnection Facilities. For avoidance of doubt, Interconnection Facilities do not include the Wholesale Service Connections or any other facilities owned and operated by Tacoma that are necessary to deliver the Wholesale Water Supply to the Wholesale Service Connections.

"Meter" means the delivery metering equipment determined by Tacoma to be necessary for the implementation of this Agreement.

"Operating Protocols" shall have the meaning set forth in Section 11.3.

"Party" or "Parties" shall have the meaning set forth in the preamble of this Agreement.

"Person" means any individual, corporation, municipal corporation, company, voluntary association, partnership, incorporated organization, trust or limited liability company, or any other entity or organization, including any Governmental Authority.

"Project" means that certain water supply project commonly referred to as the Second Supply Project, which is owned and operated by Tacoma in order to meet Tacoma's future water supply requirements and to increase regional supply, with the participation of its project partners the City of Kent, the Covington Water District and the Lakehaven Utility District in

accordance with the terms and conditions of the 2002 Second Supply Project Partnership Agreement.

"Prudent Utility Practices" means, at any particular time, any of the practices, methods, decisions and acts that (a) in the exercise of a Party's reasonable judgment in light of the facts known at the time, would have been expected to accomplish the desired result consistent with Applicable Law, reliability, efficiency, economy, safety and expedition commonly engaged in or approved by the water supply industry in the United States prior thereto; and (b) in the case of Tacoma, includes all practices and methods needed to comply with the Wholesale Water Regulations. It is recognized that the term "Prudent Utility Practices" is not intended to be limited to the optimum practices, methods or acts to the exclusion of all others, but rather refers to a spectrum of possible practices, methods or acts that could have been expected to accomplish the desired result consistent with Applicable Law, reliability, efficiency, economy, safety and expedition.

"Schedule" shall have the meaning set forth in Section 11.2.

"System Development Charge" means the system development charge imposed upon wholesale customers by the Wholesale Water Regulations.

"Tacoma" shall have the meaning set forth in the preamble of this Agreement.

"Tacoma Indemnitees" means Tacoma and Tacoma's directors, officers, employees, agents, servants, elected officials and representatives, and the respective successors and assigns of each and all of the foregoing.

"Tacoma Isolation Valve" means a positive shut-off valve installed at the Wholesale Service Connections and that is more particularly described in Exhibit A.

"Telemetry Equipment" means a data-acquisition system owned and operated by Tacoma that is used to send signals from the Meter in support of operations and all appurtenances thereto.

"Term" shall have the meaning set forth in Section 20.

"Uncontrollable Force" means any event or circumstance (or combination thereof) and the continuing effects of any such event or circumstance (whether or not such event or circumstance was foreseeable or foreseen by the Parties) that delays or prevents performance by a Party of any of its obligations under this Agreement. An Uncontrollable Force shall include the following:

- (i) flood, earthquake, drought, climate change, storm, fire, lightning and other natural catastrophes;
- (ii) acts of public enemies, armed conflicts, acts of foreign enemies, acts of terrorism (whether domestic or foreign, state-sponsored or

otherwise), war (whether declared or undeclared), blockade, insurrection, riot, civil disturbance, revolution or sabotage;

(iii) any form of compulsory government acquisition or condemnation or change in Applicable Law (other than such acquisition, condemnation or change by City) that affect the performance of the Parties' obligations under this Agreement;

(iv) accidents or other casualty, damage, loss or delay during transportation, explosions, fire, epidemics, quarantines or criminal acts that affect the performance of the Parties' obligations under this Agreement;

(v) labor disturbances, stoppages, strikes, lock-outs or other industrial actions affecting the Parties or any of their contractors, subcontractors (of any tier), agents or employees;

(vi) inability, after the use of commercially reasonable efforts, to obtain any consent or approval from any Governmental Authority (other than City) that affects the performance of the Parties' obligations under this Agreement;

(vii) inability, after the use of commercially reasonable efforts, to obtain any consent or approval from any Person required by a Party in connection with this Agreement; and

(viii) third-party litigation contesting all or any portion of the right, title and interest of a Party in any service, property or other item to be provided to the other Party in connection with this Agreement.

Notwithstanding the foregoing, the insufficiency of funds, the financial inability to perform or any changes in such Party's cost of performing its obligations hereunder shall not constitute an Uncontrollable Force, and neither Party may raise a claim for relief hereunder, in whole or in part, in connection with such event or circumstance.

"Wholesale Service Connections" means a physical connection(s) between water mains of the Parties and is the point of delivery of the Wholesale Water Supply. The Wholesale Service Connections are more particularly described in Exhibit A and include the Tacoma Isolation Valve and the Flow Control Valve.

"Wholesale Water Regulations" means all applicable terms and conditions of the Tacoma Municipal Code, including but not limited to Chapters 12.01 and 12.10 thereof, as such terms and conditions may now exist or may hereafter be changed, deleted, supplemented, modified or amended. The Wholesale Water Regulations include Tacoma's "Customer Service Policies" and such other rules, regulations, policies and guidelines as Tacoma shall, from time to time, adopt and apply on a uniform basis to Tacoma's wholesale customers.

"Wholesale Water Service" shall have the meaning set forth in Section 4.2.

"Wholesale Water Supply" means a quantity of water of up to 2,435,000 gpd (annual average daily demand), subject to the following peak-period limitations:

- (a) 4,000,900 gpd during any consecutive twenty-four (24) hour period, and
- (b) 3,800,810 gpd during any consecutive ninety-six (96) hour period.

2. EXHIBITS TO THIS AGREEMENT

This Agreement includes the Exhibits listed below, and any reference in this Agreement to an "Exhibit" by letter designation or title shall mean one of the Exhibits identified below. If there is an express conflict between the provisions contained within the body of this Agreement and the provisions of any Exhibit hereto, then the body of this Agreement shall take precedence, except that with respect to technical specifications and requirements pertaining to the design, engineering, operation or testing of the Wholesale Service Connections, the conflicting Exhibit shall take precedence.

- Exhibit A: Wholesale Service Connections
- Exhibit B: Dispute Resolution Procedures

3. AMENDMENT AND RESTATEMENT OF EXISTING AGREEMENT

The rights and obligations of the Parties arising under the Existing Agreement shall remain in full force and effect and unchanged by this Agreement for the period beginning on February 1, 2005, and ending on the Effective Date. From and after the Effective Date, this Agreement fully restates, replaces and supersedes the Existing Agreement and shall govern and control the rights and obligations of the Parties with respect to the subject matter of the Existing Agreement, as amended and restated in its entirety by this Agreement. Except as otherwise provided by this Section 3, from and after the Effective date, the Existing Agreement is null, void and no longer of any force or effect.

4. WHOLESALE WATER SERVICE

4.1 Subject to the terms and conditions of this Agreement, during the Term, Tacoma agrees to sell and deliver the Wholesale Water Supply to City, and City agrees to purchase and take delivery of the Wholesale Water Supply from Tacoma. The Wholesale Water Supply may be resold by City to another water purveyor, subject to the terms and conditions of this Agreement.

4.2 The Wholesale Water Supply shall be provided to City as wholesale water service subject to and in compliance with the Wholesale Water Regulations, Applicable Law, Prudent Utility Practices and the terms and conditions of this Agreement ("Wholesale Water Service"). Except as otherwise provided by this Agreement, City shall be subject to and

governed by the Wholesale Water Regulations. If, however, there is an express conflict or inconsistency between the terms and conditions of this Agreement and the terms and conditions of the Wholesale Water Regulations, then the terms and conditions of this Agreement shall take precedence, govern and control.

4.3 The Wholesale Water Service shall be provided to City with the same degree of reliability and certainty of supply as water provided by Tacoma to its existing wholesale customers (including limitations thereof, such as provisions of the Wholesale Water Regulations pertaining to interruption of service). The Wholesale Water Service provided to City is not for the purpose of providing fire flows or for fire suppression purposes, and Tacoma does not warrant that the flow and pressure of the Wholesale Water Service provided to City will meet Wholesale Water Regulations or Applicable Law related to providing fire flows or for fire suppression purposes. City acknowledges it is solely responsible for compliance with Applicable Law related to fire flows and fire suppression. The Parties acknowledge that Wholesale Water Service is inherently subject to disruption, interruption, suspension, curtailment and fluctuation. Tacoma shall not have any liability to City or any other Person for any disruption, interruption, suspension, curtailment or fluctuation in the Wholesale Water Service.

5. WHOLESALE WATER SERVICE CHARGES AND FEES

City shall pay Tacoma all charges, fees and other amounts for the Wholesale Water Service as shall be due and payable, from time to time, pursuant to the Wholesale Water Regulations. All rates, charges, fees and other amounts due Tacoma for the Wholesale Water Service pursuant to the Wholesale Water Regulations are subject to periodic adjustment by the Public Utility Board and Tacoma City Council. At any time during the Term, the applicable rate, charge, fee or other amount due Tacoma from City for the Wholesale Water Service shall be the rate, charge, fee or amount as shall then be in effect.

6. SYSTEM DEVELOPMENT CHARGES

As of the Effective Date, the System Development Charge due and payable to Tacoma pursuant to the Existing Agreement has been fully paid by City to Tacoma pursuant to the terms and conditions of the Existing Agreement. A System Development Charge for a wholesale water supply of 1,500,000 ~~gpd~~ ~~has~~ ~~gpd~~ ~~has~~ been paid by Cascade to Tacoma pursuant to the terms and conditions of the Cascade/Tacoma Agreement. The remaining System Development Charge due Tacoma from City pursuant to the Wholesale Water Regulations has, as of the Effective Date, been fully paid to Tacoma by or on behalf of City.

7. PAYMENTS

Amounts due Tacoma from City for the Wholesale Water Service shall be determined, billed and collected by Tacoma and paid by City in accordance with the procedures for billings, collections and payments set forth in the Wholesale Water Regulations.

8. WHOLESALE WATER DELIVERIES

From and after the Effective Date, the Wholesale Water Supply shall be made available to City at the Wholesale Service Connections. The delivery and receipt of water, and the transfer of title to and custody and control of such water, shall occur at the Wholesale Service Connections. Upon City's acceptance of such water at the Wholesale Service Connections, City assumes full responsibility for such water, its quality, and the means, methods and facilities necessary to connect, receive, transport, deliver and use such water as a source of water for resale by City to City's retail customers.

9. WHOLESALE WATER CONNECTIONS AND INTERCONNECTION FACILITIES

9.1 From and after the Effective Date, Tacoma shall be responsible for the maintenance and operation of the Wholesale Service Connections in a manner that is consistent with Applicable Law and Prudent Utility Practices. If at any time during the Term Tacoma shall determine a need to upgrade, replace or modify any of the Wholesale Service Connections, in whole or in part, Tacoma shall so notify City, and cause such upgrade, replacement or modification to occur at such time, place and manner and with such labor, design, materials and equipment as Tacoma shall determine, in its sole discretion. No wholesale service connections other than the Wholesale Service Connections are authorized by this Agreement, and no other such connections shall be allowed without a subsequent and separate written agreement between the Parties. Neither Party shall be obligated to agree to or execute any agreement or permit with the other Party to construct or use any additional wholesale service connection.

9.2 From and after the Effective Date, City shall, at its expense, cause the Interconnection Facilities to be constructed, tested, maintained and available for normal and reliable commercial operations. City shall submit to Tacoma for review and approval the designs, specifications and construction schedule for any material repairs or replacements of the Interconnection Facilities, or for any expansions, improvements or upgrades of the Interconnection Facilities. Tacoma will not unreasonably delay its review of the designs, specifications and construction schedule submitted to it by City and will not unreasonably withhold its approval of such designs, specifications and construction schedule. City will not commence any such repairs, replacements, expansions, improvements or upgrades of the Interconnection Facilities unless and until City has received approved designs, specifications and construction schedule from Tacoma. City shall construct and operate the Interconnection Facilities in a manner that is consistent with Applicable Law; the approved designs, specifications and construction schedule; the provisions of all permits, regulatory approvals and agreements governing the construction and operation of the Interconnection Facilities; and Prudent Utility Practices. City shall own and operate the Interconnection Facilities and shall be responsible for the repair and maintenance thereof.

9.3 Without limiting the generality of the foregoing, City shall:

(a) be responsible for the operation and control of the City Isolation Valve and any pressure-reducing valves, controllers, pedestals and boxes operated by City as part of the Interconnection Facilities; and

(b) provide a sufficient permitted discharge location for sump pump discharge for the Wholesale Service Connections vault.

9.4 If, at any time or from time to time during the Term, Tacoma determines a need to repair, maintain, replace, renew, expand or improve any of Tacoma's infrastructure, facilities or systems and such work requires the relocation of all or any portion of the Interconnection Facilities, Tacoma shall, not less than one hundred twenty (120) days prior to the commencement of such work, request by written notice to City that City relocate such Interconnection Facilities so as to accommodate the time, place and manner of Tacoma's work. Upon receipt of such notice from Tacoma, City shall promptly so relocate such Interconnection Facilities at City's sole cost and expense.

10. METER AND TELEMETRY EQUIPMENT

10.1 Tacoma shall, at City's expense, provide for the procurement, installation, repair, replacement, calibration and testing of the Meter and the Telemetry Equipment. Such costs paid by City to Tacoma are considered funds provided in aid of construction. City shall provide, at its expense, a sufficient and reliable source of power and communications to the Meter and the Telemetry Equipment. Tacoma shall determine the size of the Meter and the flow range within which the Meter must operate.

10.2 Tacoma shall perform the calibration and testing of the Meter. During the Term, Tacoma shall periodically test the Meter for accuracy, and the results of such testing shall be made available to City. City may also test the Meter at any reasonable time and at City's expense. The results of any Meter test conducted by City shall be made available to Tacoma at no charge. A Meter accuracy measurement of two percent (2%) or better shall be considered within calibration tolerance.

10.3 If a Party shall require access to any area under the care, custody or control of the other Party for purposes of this Section 10, then such Party may request such access, subject to the other Party's prior approval, which such approval shall not be unreasonably withheld, conditioned or delayed.

11. WATER MANAGEMENT AND SCHEDULING

11.1 On or before May 1 of each year during the Term, City shall provide Tacoma with a Draft Operating Plan.

11.2 Prior to 10:00 a.m. on any Thursday during the Term, City may submit to Tacoma, in the manner and in the form established by Tacoma, a schedule for wholesale

water deliveries for the following seven (7) days ("Schedule"). The Schedule shall contain at a minimum a uniform rate of water deliveries for each day of the Schedule, and shall take effect on the day following the Thursday the Schedule is submitted. Schedules so submitted shall remain in effect until replaced by a subsequent Schedule submitted in accordance with this Section 11.2.

11.3 The Parties agree to jointly develop and maintain operating protocols for items including the scheduling of water demand to assure consistent flow control and treatment, routine operational communication, emergency shutdown, emergency contacts and other items the Parties determine appropriate ("Operating Protocols"). The Operating Protocols shall be subject to Tacoma's approval, which such approval shall not be unreasonably withheld, conditioned or delayed.

11.4 Tacoma reserves the right to modify, suspend, change or amend Schedules and Operating Protocols as necessary to comply or conform with this Agreement, the Wholesale Water Regulations, Applicable Law, or Prudent Utility Practices, or to respond to Uncontrollable Forces. Tacoma will provide City with thirty (30) days' advance notice of any modifications, suspensions, changes or amendments to the Operating Protocols; provided, however, if the need to modify, suspend, change or amend the Operating Protocols is attributable to Uncontrollable Forces, then Tacoma shall provide as much notice as is practicable under the circumstances.

12. CONSERVATION AND PLANNING

12.1 The Parties will seek to coordinate regional supply, planning, scheduling and operational programs that promote efficient use of water supplies, facilities, finances and staff resources. If requested by Tacoma, City shall participate in the planning and implementation process for conservation programs as they are developed and will share available conservation resources where beneficial to both Parties. In the event there is a water shortage or drought that requires Tacoma to institute water rationing or water use restrictions, Tacoma may institute reductions to deliveries of the Wholesale Water Supply consistent with the Wholesale Water Regulations and Prudent Utility Practices.

12.2 During the Term, City shall implement and maintain a water conservation and water curtailment program substantially equivalent to Tacoma's program. Tacoma reserves the right to reduce or discontinue Wholesale Water Service in the event City fails to adopt and conform its use of the Wholesale Water Supply to Tacoma's Water Shortage Response Plan.

13. RISK OF LOSS

13.1 Title to and risk of loss of water delivered by Tacoma to City pursuant to Section 8 shall pass from Tacoma to City at the Wholesale Service Connections.

13.2 Title to the Wholesale Service Connections, the Meter and the Telemetry Equipment shall be vested in Tacoma. Except as otherwise provided by Section 10.2, City shall have no right to operate, suspend, curtail, design, construct, test, maintain, repair,

improve, replace and use the Wholesale Service Connections, the Meter and the Telemetry Equipment. Title to the Interconnection Facilities shall be vested in City. Tacoma shall have no right or responsibility to operate, suspend, curtail, design, construct, test, maintain, repair, improve, replace or use the Interconnection Facilities.

14. INDEMNIFICATION

City shall defend, indemnify and hold each and all of the Tacoma Indemnitees harmless from and against any and all claims, liens, demands, actions, losses, damages, costs, expenses and liabilities (including attorneys' fees) arising directly or indirectly from or in connection with:

- (a) the transportation, storage, sale, delivery and use of any water delivered to City in accordance with this Agreement;
- (b) the negligent, reckless, or otherwise tortious acts or omissions of City, or of anyone directly or indirectly retained or employed by City, in performance of this Agreement;
- (c) any material breach, failure, inconsistency, inaccuracy or default of any one or more representations made to Tacoma in Section 20;
- (d) the use or resale of the Wholesale Water Supply for fire flows or fire suppression purposes, or
- (e) City Hazardous Substances.

Nothing herein shall, however, require City to defend, indemnify and hold harmless the Tacoma Indemnitees for that portion (if any) of any such liability that is so proportionately and legally attributable to the negligent acts or omissions of any one or more of the Tacoma Indemnitees. As between the Parties and solely for the purpose of the indemnities contained in this Section 14, City expressly waives any immunity, defense or protection that may be granted to it under the Washington State Industrial Insurance Act, Title 51 RCW, or any other industrial insurance, workers' compensation or similar laws of the State of Washington to the fullest extent permitted by Applicable Law. This Section 14 shall not be interpreted or construed as a waiver of City's right to assert such immunity, defense or protection directly against any of its own employees or any such employee's estate or other representatives. This Section 14 has been mutually negotiated by the Parties and shall survive the expiration or termination of this Agreement.

City's Initials

15. REGULATORY COMPLIANCE

The Wholesale Water Service is provided subject to Applicable Law (including permits, authorization and the jurisdiction of a Governmental Authority to issue orders and

regulations regarding the Wholesale Water Service, the Wholesale Water Supply and the Project). City understands and agrees that Tacoma must comply with all such laws, permits, authorizations, orders and regulations, and that such laws, permits, authorizations, orders and regulations are an Uncontrollable Force to the extent that they affect the ability of Tacoma to fulfill its obligations under this Agreement.

16. NO RIGHT OR CLAIM TO WATER RIGHTS

By this Agreement, City secures a contractual right to receive Wholesale Water Service and to accept delivery from Tacoma of the Wholesale Water Supply as a wholesale customer. By this Agreement, City acquires no right, title or interest in or to (a) the Project, the Wholesale Service Connection, the Meter or the Telemetry Equipment; or (b) any water rights, water claims, water permits or water certificates.

17. DISPUTE RESOLUTION

17.1 Any and all claims, controversies or disputes arising out of, relating to or in connection with this Agreement (each, a "Dispute") as between the Parties shall be resolved in accordance with the Dispute resolution procedures set forth in this Section 17.

17.2 The Parties shall inform one another promptly following the occurrence or discovery of any item or event that would reasonably be expected to result in a Dispute required to be resolved in accordance with this Dispute resolution procedure. The initial mechanism to resolve Disputes will involve negotiations between the Parties' representatives, so designated by the Parties by notice given pursuant to Section 22.

17.3 If the Parties cannot resolve a Dispute satisfactorily within ten (10) days after receipt of the initial notice in accordance with Section 17.2, either Party may deliver to the other Party notice of the Dispute with a detailed description of the underlying circumstances of such Dispute. The Dispute notice shall include a schedule of the availability of the notifying Party's senior officers duly authorized to settle the Dispute during the thirty (30) day period following the delivery of the Dispute notice. The recipient Party shall, within three (3) business days following receipt of the Dispute notice, provide to the notifying Party a parallel schedule of availability of the recipient Party's senior officers duly authorized to settle the Dispute. Following delivery of the respective senior officers' schedules of availability, the senior officers of the notifying Party and the recipient Party shall meet and confer, as often as they deem reasonably necessary during the remainder of the thirty (30) day period, in good-faith negotiations to resolve the Dispute to the satisfaction of both Parties.

17.4 If at any time during the good-faith efforts to resolve any Dispute arising under this Agreement either of the Parties determines that such informal discussions will not result in a resolution of the issue or issues in Dispute, such Party may initiate the Dispute resolution process in accordance with the provisions of Exhibit B.

17.5 Pending resolution of any Dispute, the Parties shall continue to fulfill their respective duties under this Agreement.

18. DEFAULT AND REMEDIES

18.1 If a Party fails to perform its obligations hereunder, then it shall be in default hereunder unless the defaulting Party cures:

(a) a monetary event of default within thirty (30) days after receiving written notice from the other Party of such monetary default; and

(b) a non-monetary event of default within sixty (60) days after receiving a notice of default from the non-defaulting Party; provided, however, that if the nature or extent of the obligation or obligations is such that more than sixty (60) days are required, in the exercise of commercially reasonable diligence, to cure such non-monetary default, then the defaulting Party shall not be in default if it commences such performance within such sixty (60) day period and thereafter pursues the same to completion with commercially reasonable diligence.

18.2 Except as otherwise provided by the Wholesale Water Regulations, and subject to the procedures set forth in Section 17, if a Party is in breach or default of its obligations arising under this Agreement, the other Party shall have and shall be entitled to exercise any and all remedies available to it at law or in equity (including the right to specifically enforce this Agreement), all of which remedies shall be cumulative. If either Party elects to pursue singularly any remedy available to it under this Section 18, then such Party may at any time thereafter continue to pursue or cease pursuing that remedy and simultaneously elect to pursue any other remedy available to it under this Section 18.

19. REPRESENTATIONS OF THE PARTIES

19.1 Each Party is duly authorized and validly existing under the laws of, is authorized to exercise its powers, rights and privileges under the laws of, and is in good standing in the State of Washington, and has full power and authority to carry on its business as presently conducted, to execute this Agreement and to perform the transactions on its part contemplated by this Agreement.

19.2 The execution, delivery and performance of this Agreement, and the consummation of the transactions contemplated hereby, have been duly authorized by the appropriate board or council, and no other act or proceeding on the part of a Party is necessary to authorize this Agreement, or the transactions contemplated hereby.

19.3 The execution, delivery and performance by each of the Parties of this Agreement does not (a) contravene Applicable Law; or (b) conflict with or result in a breach of or default under any material agreement or instrument to which any Party is a party or by which it is bound.

19.4 There are no actions, suits, claims or proceedings pending or, to the best of each Party's knowledge, threatened against either Party that is likely to impair the consummation or the transactions contemplated hereby.

20. TERM

The term of this Agreement (the "Term") shall commence as of the Effective Date and shall remain in full force and effect until the date that Tacoma ceases making wholesale water sales in accordance with the Wholesale Water Regulations.

21. UNCONTROLLABLE FORCES

If performance of this Agreement or of any obligation hereunder (other than the insufficiency of funds, the financial inability to perform or changes in a Party's cost of performing its obligations) is prevented or substantially restricted or interfered with by reason of an Uncontrollable Force, the affected Party, upon giving notice to the other Party, shall be excused from such performance to the extent of and for the duration of such prevention, restriction or interference. The affected Party shall use its reasonable efforts to avoid or remove such causes of nonperformance and shall continue performance hereunder whenever such causes are removed.

22. NOTICES

22.1 All notices or other communications required or permitted by this Agreement must be in writing and be personally delivered, delivered by recognized overnight courier service or given by mail or via facsimile. Any notice given by mail must be sent, postage prepaid, by certified or registered mail, return receipt requested. All notices must be addressed to the Parties at the following addresses or at such other addresses as the Parties may from time to time direct in writing:

Tacoma: Water Superintendent
P.O. Box 11007
Tacoma, WA 98411
Phone: (253) 502-8245
Fax: (253) 502-8694

City: ~~Public Services Department~~ ~~Department of Public Works~~
~~8720 184th Ave. East~~ 9002 Main St. East
P.O. Box 7380
Bonney Lake, WA 98390-0944
Phone: (253) 447-434547
Fax: (253) 826-1921

22.2 Any notice will be deemed to have been given (a) if personally delivered, when delivered, (b) if delivered by courier service, one (1) business day after deposit with the courier service, (c) if mailed, two (2) business days after deposit at any post office in the

United States, and (d) if delivered via facsimile, the same day as verified; provided that any verification that occurs after 5:00 p.m. on a business day, or at any time on a Saturday, Sunday or holiday, will be deemed to have occurred as of 9:00 a.m. on the following business day.

23. MISCELLANEOUS

23.1 The rights and obligations of the Parties arising under this Agreement may not be sold, assigned or otherwise transferred in whole or in part by a Party without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed. Subject to the foregoing, this Agreement shall be binding upon the Parties' respective successors and permitted assigns.

23.2 The Parties agree that in taking actions or making determinations required or provided for under this Agreement, each Party shall act in fairness and in good faith. The Parties will cooperate and use commercially reasonable efforts to facilitate the implementation of all aspects of this Agreement. During the Term, each Party, upon the request of the other Party, shall, without further consideration, execute, deliver and acknowledge all such further documents and do and perform all such other acts and things as either Party may reasonably request to effectively carry out the intent of this Agreement.

23.3 A Party shall not have the right to offset any amounts owed to the other Party pursuant to this Agreement against any amounts due from the other Party pursuant to this Agreement, nor may a Party offset any amounts due to the other Party pursuant to this Agreement against any amounts owed by the other Party pursuant to this Agreement. A Party may not withhold any payment due the other Party by reason of a Dispute; such payment shall be paid "under protest" and any and all Disputes with respect to such payment shall be resolved pursuant to Section 17.

23.4 Any of the terms or conditions of this Agreement may be waived at any time and from time to time, in a signed writing, by the Party or Parties entitled to the benefit of such terms or conditions. Any waiver given by a Party shall be narrowly construed to specifically waive, in time and subject, only the express matter contained in such waiver. The failure of either Party to insist on or enforce strict performance of any provision of this Agreement or to exercise any right or remedy under this Agreement or Applicable Law will not be construed as a waiver or relinquishment to any extent of the right to assert or rely upon any such provision, right or remedy in that or any other instance; rather, the same will be and remain in full force and effect. Tacoma's review, revision or approval of or comment upon any matter arising under this Agreement, or Tacoma's failure to review, revise, approve or comment upon any matter arising under this Agreement, shall not in any way (a) relieve or release City from any of its obligations arising under this Agreement, or (b) subject Tacoma to any liability with respect to such matter.

23.5 This Agreement shall be governed by and construed in accordance with the laws of the State of Washington (regardless of the laws that might otherwise govern under applicable principles of conflict of laws of such state). Except with respect to a lawsuit or

judicial action or proceeding commenced by a third party in another jurisdiction and subject to Exhibit B, the Parties will (a) agree that any lawsuit, judicial action or proceeding arising out of or relating to this Agreement must be heard in the Superior Court of the State of Washington, in and for the County of Pierce, or the United States District Court for the Western District of Washington in Tacoma; (b) waive any objection to the laying of venue of any such suit, action or proceeding; and (c) irrevocably submit to the jurisdiction of any such court in any such lawsuit, judicial action or proceeding.

23.6 Terms defined in a given number, tense or form shall have the corresponding meaning when used in this Agreement with initial capitals in another number, tense or form. References containing terms such as "hereof," "herein," "hereto," "hereinafter" and other terms of like import are not limited in applicability to the specific provision within which such references are set forth but instead refer to this Agreement taken as a whole. "Includes" or "including" shall not be deemed limited by the specific enumeration of items, but shall be deemed without limitation. The term "or" is not exclusive. The headings contained in this Agreement are included solely for the convenience of the Parties. Accounting terms used but not defined herein have the meanings given to them under generally accepted accounting principles in the United States consistently applied throughout the specified period and in the immediately prior comparable period. The term "day" means a calendar day unless otherwise specified as a "business day"; a business day means a day, other than a Saturday or Sunday or public holiday, on which banks are generally open for business in Pierce County, Washington.

23.7 Any provisions of this Agreement prohibited or rendered unenforceable by Applicable Law shall be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement. In such event, the remainder of this Agreement will remain valid and enforceable. Upon such determination that any term or other provision is prohibited or rendered unenforceable, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in an acceptable manner to the end that transactions contemplated under this Agreement are fulfilled to the greatest extent possible.

23.8 This Agreement may be amended only by an instrument in writing executed by the Parties that expressly refers to this Agreement and states that it is an amendment hereto. This Agreement constitutes the entire agreement between the Parties and supersedes all other prior agreements and understandings, oral and written, between the Parties with respect to the subject matter hereof. No amendment, modification or waiver of any provision of this Agreement will be valid unless set forth in a written instrument signed by both Parties. If a Party becomes aware of a conflict between this Agreement and any other agreement in place between such Party and any Person, it will promptly notify such other Party, and the Parties will work in good faith to resolve the conflict.

23.9 Nothing contained in this Agreement shall be deemed or construed by the Parties, or by any third party, as creating the relationship of principal and agent, or of partnership or of joint venture, between the Parties. Neither Party shall enter into any contract, agreement or other commitment, or incur any obligation or liability, in the name of

or otherwise on behalf of the other Party. This Agreement shall create no rights, responsibilities and/or obligations in, to or from any Persons other than Tacoma and City.

23.10 Sections 13,14,16,17,18,19,23.5 and all other terms and conditions of this Agreement that must be reasonably construed to survive the expiration or termination of this Agreement in order to give full force and effect to the intent of the Parties as set forth herein shall survive the expiration or termination of this Agreement, regardless of whether such survival is expressly specified herein.

23.11 This Agreement may be executed in several counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument.

23.12 This Agreement has been negotiated on an arm's-length basis by the Parties and their respective counsel and shall be interpreted fairly in accordance with its terms and without any strict construction in favor of or against either Party.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement as of the Effective Date.

Dated this _____ day of _____, 2016.

City of Tacoma

City of Bonney Lake

Department of Public Utilities
Water Division

Linda A. McCrea
Water Superintendent

Neil Johnson, Jr.
Mayor

Approved as to form:

Approved as to form:

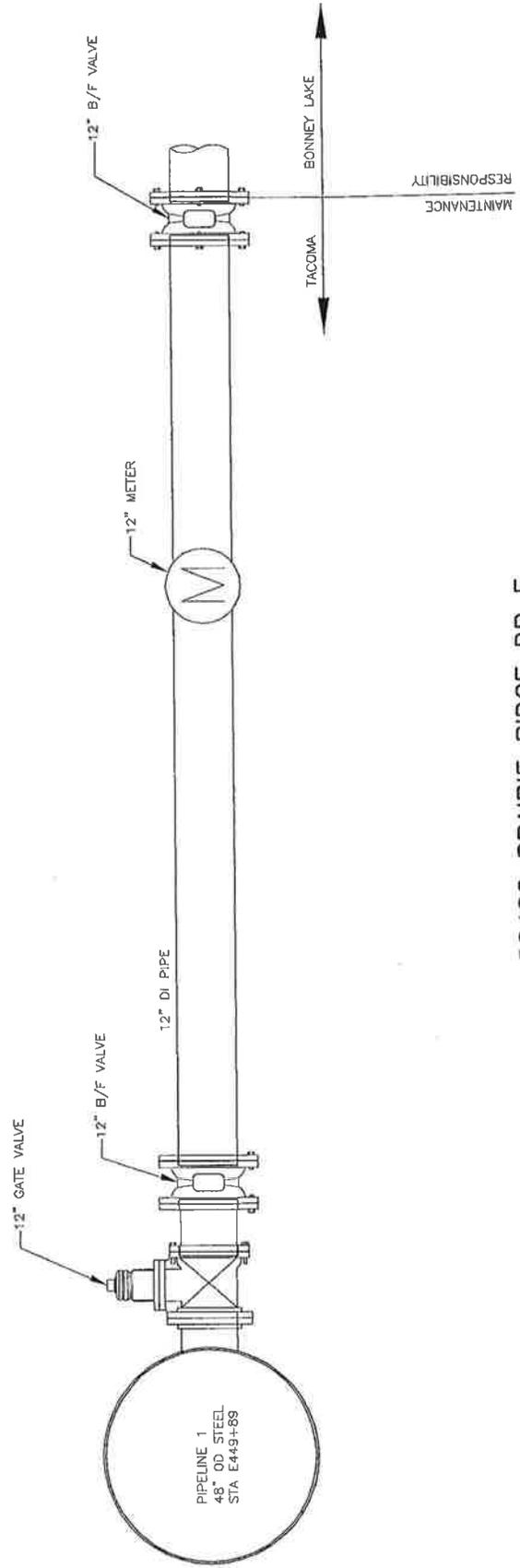
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Exhibit A
WHOLESALE SERVICE CONNECTIONS

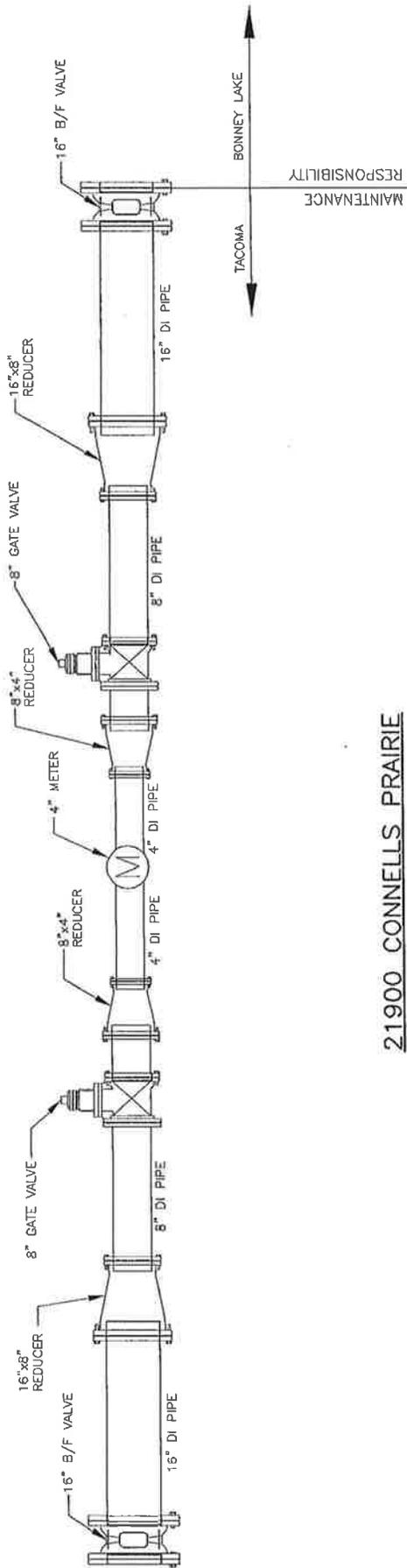
[To be added]

BONNEY LAKE DRAFT EXHIBIT A

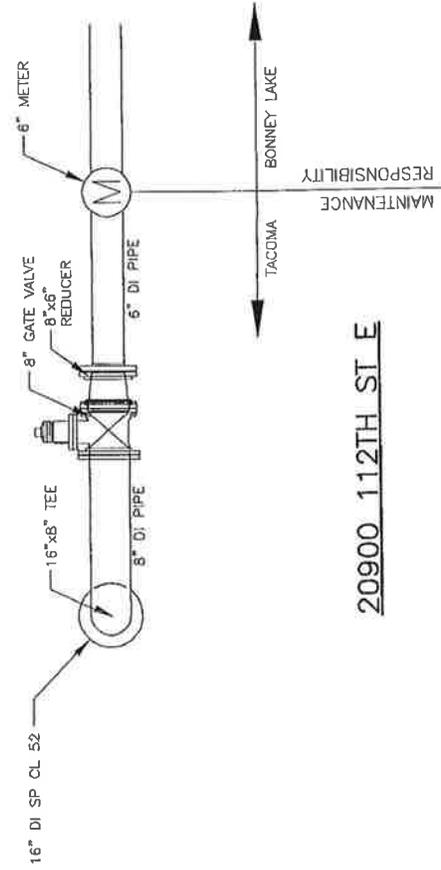
INTERIE LOCATION	INTERIE TYPE	CONNECTION (MAIN SIZE)	METER SIZE	METER READING	STATIC ELEVATION		OPERATING PRESSURE (psf)		MIN FLOW CAPACITY (MGD)	MAX FLOW CAPACITY (MGD)
					TACOMA	BONNEY LAKE	TACOMA	BONNEY LAKE		
22400 PRAIRIE RIDGE DR E	WHOLESALE DELIVERY	12"	12"	SCADA	P1	???	1	???	1.4-400	15.84
21900 CONNELLS PRAIRIE	EMERGENCY	8"	4"	AMI	810	???	MDD 71 ADD S4	???	0	0.79
20900 112th St. E	EMERGENCY	8"	6"	MANUAL	810	800	70	65	0	2.8
11800 198th AVE E	EMERGENCY	12"	6"	MANUAL	660	800	5	42	0	2.8
18600 RHODES LAKE RD	EMERGENCY	8"	4"	MANUAL	705	800	705	???	0	.79



22400 PRAIRIE RIDGE DR E



21900 CONNELLS PRAIRIE



20900 112TH ST E

Exhibit B

Dispute Resolution Procedures

The following procedures shall govern the resolution of any dispute arising under the Wholesale Water Supply Agreement dated _____ (the "Agreement") between the Parties that cannot be resolved by good-faith negotiations between the Parties, unless the Parties mutually agree to use different procedures to resolve a specific dispute by executing a document setting forth such different procedures. The Parties agree that these dispute resolution procedures are intended to be used in conjunction with and governed by Chapter 4.48 RCW, and both Parties hereby waive their right to a trial by jury for any dispute arising under the Agreement.

1. The Party that believes that continued good-faith negotiations will not produce a resolution of the issue or issues that are the subject of such negotiations will notify the other Party in writing that it is invoking the dispute resolution procedures of this Exhibit B.
2. Within twenty (20) days of the date of such notice invoking the dispute resolution procedures of this Exhibit B, the Parties shall meet and select an individual to recommend to the court as referee of the dispute resolution process in accordance with RCW 4.48.020. The Parties shall select an individual who is qualified as a juror as provided by statute, is competent as a juror between the Parties, is a duly admitted and practicing attorney, and has experience presiding over civil litigation of contract disputes. The Parties will use the following procedure to select the recommended referee:
 - 2.1 Each Party will make a list of three individuals that are qualified pursuant to Paragraph 2 to serve as referee and exchange such list with the other Party. If the Parties agree upon a person from either list, or if both Parties list the same person, that person will be the recommended referee.
 - 2.2 If the Parties are unable to agree upon a referee after exchanging their respective lists, they will make a joint list setting forth all six candidates from the two lists.
3. Upon the selection of the recommended referee, or the creation of the joint list pursuant to Subparagraph 2.2 of this Exhibit B, the Party that invoked the dispute resolution procedures shall file a complaint, in the superior court of the appropriate county as set forth in Section 24.5 of the Agreement, setting forth the issue or issues in dispute, and the other Party shall file an answer to such complaint. Not later than twenty (20) days after the filing of the answer, the Parties shall jointly file a motion, with the Agreement (including this Exhibit B) attached, with the court requesting an order of reference that:

- 3.1 Directs that the issue or issues raised by the complaint and answer be resolved pursuant to Chapter 4.48 RCW by reference to a referee;
 - 3.2 Appoints, pursuant to RCW 4.48.020, either the recommended referee selected by the Parties pursuant to Subparagraph 2.1 of this Exhibit B, or a single referee from the joint list prepared pursuant to Subparagraph 2.2 of this Exhibit B; and
 - 3.3 Directs the referee to conduct the proceeding in accordance with the procedures set out in Paragraphs 4-10 of this Exhibit B.
4. In accordance with RCW 4.48.060, the Parties hereby waive their rights to discovery and cross-examination, and direct that the proceeding be conducted in the same manner as a motion for summary judgment as follows:
 - 4.1 The Parties shall present their respective positions by written briefs and affidavits, and without testimonial evidence or cross-examination;
 - 4.2 Oral argument will be conducted before the referee; and
 - 4.3 The burdens of proof and persuasion that pertain in a civil trial shall apply, rather than those that apply to motions for summary judgment.
 5. After appointment of the referee, the Parties shall endeavor in good faith to prepare for the referee a joint statement of facts and the questions to be decided in the proceeding. In the absence of an agreed-to joint statement of facts and questions to be decided, each Party may include its own statement of facts and questions to be decided in its initial brief.
 6. Within ninety (90) days after the submission of the joint statement of facts and questions to be decided, or within ninety (90) days after the appointment of the referee if the Parties cannot agree to a joint submission of facts and questions to be decided, each Party shall submit to the referee a one-page statement of the proposed resolution and/or award it seeks for each issue in dispute, and its initial brief. The statement and initial brief (excluding any attached affidavits or evidentiary documents) shall not exceed fifty (50) 8½" x 11" double-spaced pages with 1½-inch margins and 12-point typeface. The statement and initial brief shall be filed simultaneously by e-mail and regular mail with the referee and opposing Party.
 7. Within thirty (30) days after the date the Parties filed their initial briefs, the Parties shall file their respective reply briefs with the referee and the opposing Party. The reply briefs (excluding any attached affidavits or evidentiary documents) shall not exceed twenty-five (25) 8½" x 11" double-spaced pages with 1½-inch margins and 12-point typeface. The reply briefs shall be filed simultaneously by e-mail and regular mail with the referee and opposing Party.

8. After the reply briefs have been filed, if the referee deems that additional responses are needed, then the referee may request that the Parties file a supplemental brief only as to those specific matters or questions raised by the referee. Such supplemental briefs shall be limited to fifteen (15) 8½" x 11" double-spaced pages with 1½-inch margins and 12-point typeface, and shall be filed at such time requested by the referee. Any such supplemental briefs shall be filed simultaneously by e-mail and regular mail upon the referee and opposing Party.
9. When all briefs have been filed, the referee will schedule oral argument on the issue or issues in dispute.
10. After the completion of oral argument, the referee will prepare his or her proposed report in accordance with RCW 4.48.70 and shall provide a copy of the proposed report to the Parties, who shall have the right to suggest changes and modifications to the proposed report, all in accordance with RCW 4.48.110. The referee will file the final report with the court within twenty (20) days of the completion of the process under RCW 4.48.110.
11. Either Party may move the court to modify or set aside, in whole or in part, the final report of the referee. If the court modifies or sets aside, in whole or in part, the final report of the referee and makes another reference, then this Exhibit B shall also apply to such reference.
12. Each Party shall be responsible for its own costs of the dispute resolution process (including any judicial proceedings), and the Parties shall each pay one-half of the other costs of the dispute resolution proceeding, including the fees of the referee. The fees of the referee shall be established in accordance with RCW 4.48.100.