



Community Development Committee

June 7, 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 Jim Rackley
Councilmember Dan Swatman

Attendees:

Public Works Director, Dan Grigsby
Community Development Director, John Vodopich

I. Discussion/Presentation:

II. New Business/Action Items:

- Pg. 2 1. Approval of May 17, 2016 CDC Meeting Notes.
- Pg. 4 2. AB16-61 – Resolution 2526 – A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, To Approve The Professional Services Agreement With Apply-A-Line For The 2016 Striping and Pavement Marking Project.
- Pg. 23 3. AB16-62 – Resolution 2527 A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, To Approve The Construction Contract With Doolittle Construction For The 2016 Chip Seal Application
- Pg. 42 4. AB16-77, Resolution 2537- Approve contract with ARC for the Public Works Center Material and Storage Yard
- Pg. 52 5. AB16-80, D16-80, Amendment to BLMC Section 12.30.010 Related to 2016 Mapped Street Amendments
- Pg. 59 6. AB16-83, Resolution 2539, Adopt the 2017 –2022 Six Year Transportation Improvements Program
- Pg. 68 7. AB16-84, Resolution 2540 – Contract Amendment with Parametrix Watershed Basin Project
- Pg. 75 8. AB16-85, Resolution 2541 – Approve Construction Management, survey and staking Contract with KPG for 186th Ave Corridor Project

Actions Under Development by Staff:

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



Community Development Committee

May 17, 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 4:59 P.M.

Roll Call:

Chairperson Donn Lewis
Deputy Mayor Randy McKibbin
Councilmember Dan Swatman

Attendees:

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

I. Discussion/Presentation: None

II. New Business/Action Items:

1. Approval of May 03, 2016 CDC Meeting Notes. Approved as written.
2. AB16-66, Resolution 2530, Authorize Myers Road South Overlay Project Design by KPG Engineering. The funding for this Professional Service Agreement (PSA) is partially paid for by a \$441,150 PSRC grant; thus, the design budget expenditure is \$8,209.21 instead of the \$60,809 PSA estimated cost. Director Grigsby indicated that PSRC reimbursement will occur after actual expenditures have been incurred by the City. The City was notified of this PSRC grant in 2016, so it was not included in the 2016 budget. Since a 2016 budget amendment will be required, this action was not placed on the consent agenda. CDC moved this action forward to the 24 May 2016 City Council meeting.
3. AB16-70, Resolution 2532, Fennel Creek Sewer Lift Station Assessment Reimbursement Area Formation. The Public Meeting on this ARA was held on 12 May. Councilmember Swatman and Director Grigsby discussed the questions and answers that were provided during this meeting. A Public Hearing on this ARA will be held on 24 May. CDC moved this action forward to the 7 June City Council Workshop.
4. AB16-71, Resolution 2533, Authorizing a Water Developers Extension Agreement with Nicholas Markham. Cole Elliott indicated that this water system extension is implementing guidance received from CDC members to require connection to the City water system instead of allowing new wells to be drilled within the City's Water Service Area. Councilmember Swatman proposed that, in the future, Water and Sewer Developers Extension Agreements be approved by a designated Department Director when City Council policies were being followed. CDC moved this action forward to the 24 May 2016 City Council meeting, on the consent agenda.

5. AB16-72, Resolution 2534, Award Fennel Creek Sewer Lift Station Project to Award Construction Inc. Director Grigsby emphasized that a budget amendment would be required as a result of City Council authorizing award of this contract. Since a 2016 budget amendment will be required, this action was not placed on the consent agenda. CDC moved this action forward to the 24 May 2016 City Council meeting.
6. AB16-74, Resolution 2536, Wholesale Water Supply Agreement with the City of Tacoma, Department of Public Utilities-Water Division. Director Grigsby reviewed how the two water supply purchases from Tacoma Public Utility (TPU) occurred. TPU has requested that these two purchases be consolidated into one Water Supply Agreement. Director Grigsby confirmed with the City Attorney that this agreement did not require reading at a City Council Workshop prior to going to the City Council meeting. CDC moved this action forward to the 24 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. Wholesale Water Supply Agreement without the “DRAFT” water mark.

Action Item #2

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

Department/Staff Contact: Steve Willadson / Assistant Superintendent for Street/Storm	Meeting/Workshop Date: 14 June 2016	Agenda Bill Number: AB16-61
Agenda Item Type: Resolution	Ordinance/Resolution Number: 2526	Councilmember Sponsor: Donn Lewis

Agenda Subject: Award Professional Services Agreement with Apply-A-Line, Inc. for the 2016 Striping and Pavement Markings Project

Full Title/Motion: A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, To Approve The Professional Services Agreement With Apply-A-Line, Inc. For The 2016 Striping And Pavement Markings Project.

Administrative Recommendation: Approve

Background Summary: The City solicited an Invitation to Quote May 12, 2016 from the MRSC Small Works Roster for the 2016 Street Striping and Pavement Markings. Work will include re-striping existing city streets to include centerline, skip/solid double centerline, double centerline, edgeline, and Gore. Re-mark existing Stop Bars, Crosswalks, Turn Arrows and Legend in thermo-plastics or torch down. 3 quotes were received-Apply-A-Line -\$37,333, Specialized Pavement Marking, LLC - \$45,744 and Stripe Rite-\$45,799.80.

Attachments: Resolution, Exhibit A -Invitation to Quote/Scope of Work, Exhibit B -Quote Sheet, Striping and Pavement Markings Quantities, Bid Tabulation, Professional Services Agreement, and 2016 Chip Seal/Striping Map

BUDGET INFORMATION

Budget Amount	Current Balance	Required Expenditure	Budget Balance	Fund Source
\$43,525	\$43,525	\$28,763	\$14,762	<input checked="" type="checkbox"/> General
\$180,000	\$12,336.21	\$8,570	\$3,766.21	<input type="checkbox"/> Utilities
				<input checked="" type="checkbox"/> Other

Budget Explanation: 001.000.042.542.10.41.28-Street Operations Maintenance Budget-\$43,525
301.000.042.595.30.63.01- Chip Seal Program-Street CIP - \$180,000

COMMITTEE, BOARD & COMMISSION REVIEW

Council Committee Review: Community Development *Approvals:* Yes No
Date: 7 June 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:** Yes 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:

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

RESOLUTION NO. 2526

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH APPLY-A-LINE, INC. FOR THE 2016 STREET STRIPING AND PAVEMENT MARKINGS PROJECT

WHEREAS, the City of Bonney Lake solicited an Invitation to Quote from the MRSC Small Works Roster for 2016 Street Striping and Pavement Markings on May 12, 2016; and

WHEREAS, the City has received 3 quotes for the 2016 Street Striping and Pavement Markings project and has determined the lowest responsible quote for this Professional Services Agreement was received from Apply-A-Line, Inc. in the amount of \$37,333.00; and

WHEREAS, sufficient funds are available in the Street Fund and Street CIP budgets; and

WHEREAS, the City Council finds that it is in the public interest that this project 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 agreement to award this contract to Apply-A-Line, Inc. in the amount of \$37,333.

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

Neil Johnson Jr., Mayor

ATTEST:

Harwood T. Edvalson, MMC, City Clerk

APPROVED AS TO FORM:

Kathleen Haggard, City Attorney

Exhibit A



City of Bonney Lake Small Public Works Project Prevailing Wages are required to be paid

Invitation to Quote
Date: May 12, 2016

The City of Bonney Lake is accepting Quotes for a Small Public Works Project. As a contractor on our Small Works Roster, you are invited to submit a quote on this project.

Project Title: 2016 Street Striping/Pavement Marking

Scope of Work:

Re-stripe existing City streets to include centerline, skip/solid double centerline, double centerline, edgeline, Gore on city streets, and double coat chip sealed streets. Attached spreadsheets are highlighted according to the type of striping required for that particular street.

Re-mark existing Stop Bars, Crosswalks, Turn Arrows and Legend in thermo-plastic. Attached spreadsheets are highlighted according to the type of pavement markings required for that particular street.

- Markings must conform to DOT specifications, section 8 - 22.
- Traffic control will be provided by the contractor.
- Contractor will notify the City two weeks in advance of starting work.
- Markings will be applied to the following approximate footage (see attached spread sheets).

Prevailing Wage:

Contractor shall pay all laborers, workers, or mechanics performing work Prevailing Wages as required by Ch.39.12 RCW, and shall satisfy all other requirements of that chapter, including without limitation requiring that all subcontractors performing work related to the project comply with the requirements of that chapter. The hourly minimum rate of wage which may be paid to labors, workers or mechanics for work related to this project with the Effective Date of May 31, 2016.

Please see enclosed: Quote sheet, Striping/Pavement Marking specifications, Striping Quantities, Pavement Marking Quantities, Chip Seal Striping and Pavement Marking Quantities, Pavement Marking Site Drawings, Professional Services Agreement and City of Bonney Lake 2016 Striping map.

PLEASE NOTE: Must have a current business license to work in the City of Bonney Lake.

City of Bonney Lake
(253) 862-8602 Fax (253) 447-4330

Mail to: PO Box 7380
Bonney Lake, WA 98391

Date Proposals are requested: Tuesday, May 31, 2016 by 12:00 p.m.

If you are interested in submitting a quote on this project, please return **Quote Sheet and SIGNED Professional Services Agreement** to Triss Weber at 19306 Bonney Lake BLVD (Public Works Center), Bonney Lake, WA 98391. If you have any questions please contact Steve Willadson at (253) 261-5224.



**City of Bonney Lake
Small Public Works Project
Quote Sheet**

Company Name: Apply-A-Line, Inc.
 Address: 175 Roy Rd SW Bldg C
Pacific WA 98047
 Phone Number: 253.299-1200
 Fax Number: 253.299-1250
 Contact Name: Mike Susner

Project Title: 2016 Street Striping/Pavement Marking

Having carefully examined all documents enclosed herein, the Contractor proposes to perform all work in strict compliance with all documents, for the amount set forth below.

Schedule: Work shall be completed within 60 calendar days after the indicated starting date appearing in an official "Notice to Proceed" issued by Bonney Lake. Liquidated damages shall be imposed as specified in the contract documents for each day Contractor fails to meet the completion date.

Item	Description	Qty (Approx.)	Unit	Unit Price	Extended Price
1	Skip CL	6.3 (33,185 LF)	Miles	\$ 210.00	\$ 1,323.00
2	Skip/Solid CL	2.8 (15,027 LF)	Miles	\$420.00	\$ 1,176.00
3	Double CL	7.3 (38,369 LF)	Miles	\$550.00	\$ 4,015.00
4	Edgeline (White)	18.3 (96,803 LF)	Miles	\$350.00	\$ 6,405.00
5	Gore Line (White)	1.2 (6,467 LF)	Miles	\$600.00	\$ 720.00
6	Edgeline (Yellow)	1.7 (8,900 LF)	Miles	\$420.00	\$ 714.00
7	"C" Curb (Yellow)	1,070	Lin. Ft.	\$ 0.70	\$ 749.00

City of Bonney Lake
(253) 862-8602 Fax (253) 447-4330

Mail to: PO Box 7380
Bonney Lake, WA 98391

	<i>Thermo-Plastic:</i>				
8	Stop Bar (12" wide)	14	Lin. Ft.	\$ 14.00	\$ 196.00
9	Stop Bar (18" wide)	69	Lin. Ft.	\$ 14.00	\$ 966.00
10	Crosswalk	528	Lin. Ft.	\$ 8.00	\$ 4,224.00
	<i>Legend:</i>				
11	SCHOOL ZONE	1	EA	\$ 850.00	\$ 850.00
12	ONLY	9	EA	\$ 250.00	\$ 2,250.00
	<i>Turn Arrow:</i>				
13	Left	9	EA	\$ 200.00	\$ 1,800.00
14	Recessed Centerline Reflective Pavement Markers	75	EA	\$ 45.00	\$ 3,375.00
	<i>Chip Seal</i>				
15	Skip CL	2 (10,337 LF)	Miles	\$ 650.00	\$ 1,300.00
16	Edgeline (White)	1.9 (9,956 LF)	Miles	\$ 1,000.00	\$ 1,900.00
	<i>Thermo-Plastic:</i>			\$	\$
17	Stop Bar (12" wide)	22	Lin. Ft.	\$ 14.00	\$ 308.00
18	Stop Bar (18" wide)	33	Lin. Ft.	\$ 14.00	\$ 462.00
19	Crosswalk	300	Lin. Ft.	\$ 8.00	\$ 2,400.00
	<i>Legend:</i>			\$	\$
20	25 MPH	2	EA	\$ 250.00	\$ 500.00
21	SCHOOL ZONE	2	EA	\$ 850.00	\$ 1,700.00
	Sub-Total				\$ 37,333.00
	Total Bid				\$37,333.00

City of Bonney Lake
(253) 862-8602 Fax (253) 447-4330

Mail to: PO Box 7380
Bonney Lake, WA 98391

2016 Striping Quantities (5a)

Summary:

TOTAL STRIPING CITY WIDE (Lin. FT)	Lineal Feet	97420	27826	15027	38369	8900	96803	0	6467	184492
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34	Streets	TOTAL LENGTH SEC 1 - 5 (Lineal MILES)	18.5	5.3	2.8	7.3	1.7	18.3	1.2	34.9
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"C" Curb Striping
Paint (Traffic Yellow)

Site 9
1 444 200TH AVE CT E
Site 10
1 445 SOUTH PRAIRIE ROAD
2 Streets

ARTERIAL
ARTERIAL

Total 1070.0
MI 0.2

Lineal Ft

60.0
1010.0

2016 Striping and Pavement Markings

Quote	Line items		Apply-A-Line, Inc.	Specialized Pavement Marking Inc.	Stripe Rite				
No.	Units	Description	Qty	Unit Price	Total	Unit Price	Total		
1	Miles	Skip CL	6.3	\$ 210.00	\$ 1,323.00	\$ 200.00	\$ 1,260.00	\$ 400.00	\$ 2,520.00
2	Miles	Skip/Solid CL	2.8	\$ 420.00	\$ 1,176.00	\$ 700.00	\$ 1,960.00	\$ 688.00	\$ 1,926.40
3	Miles	Double CL	7.3	\$ 550.00	\$ 4,015.00	\$ 900.00	\$ 6,570.00	\$ 788.00	\$ 5,752.40
4	Miles	Edgeline (White)	18.3	\$ 350.00	\$ 6,405.00	\$ 600.00	\$ 10,980.00	\$ 650.00	\$ 11,895.00
5	Miles	Gore Line (White)	1.2	\$ 600.00	\$ 720.00	\$ 1,000.00	\$ 1,200.00	\$ 776.00	\$ 931.20
6	Miles	Edgeline (Yellow)	1.7	\$ 420.00	\$ 714.00	\$ 600.00	\$ 1,020.00	\$ 600.00	\$ 1,020.00
7	LF	"C" Curb (Yellow)	1,070	\$ 0.70	\$ 749.00	\$ 1.75	\$ 1,872.50	\$ 2.44	\$ 2,610.80
7	LF	Stop Bar (12" Wide)	14	\$ 14.00	\$ 196.00	\$ 15.00	\$ 210.00	\$ 9.00	\$ 126.00
8	LF	Stop Bar (18" Wide)	69	\$ 14.00	\$ 966.00	\$ 15.00	\$ 1,035.00	\$ 9.00	\$ 621.00
10	LF	Crosswalks	528	\$ 8.00	\$ 4,224.00	\$ 8.00	\$ 4,224.00	\$ 9.00	\$ 4,752.00
		Legend							
11	EA	School Zone	1	\$ 850.00	\$ 850.00	\$ 650.00	\$ 650.00	\$ 155.00	\$ 155.00
12	EA	ONLY	9	\$ 250.00	\$ 2,250.00	\$ 200.00	\$ 1,800.00	\$ 155.00	\$ 1,395.00
		Turn Arrow:							
13	EA	Left	9	\$ 200.00	\$ 1,800.00	\$ 125.00	\$ 1,125.00	\$ 155.00	\$ 1,395.00
14	EA	Recessed Centerline Reflective Pavement Markers	75	\$ 45.00	\$ 3,375.00	\$ 30.00	\$ 2,250.00	\$ 45.00	\$ 3,375.00
		CHIP SEAL							
15	Miles	Skip CL	2	\$ 650.00	\$ 1,300.00	\$ 600.00	\$ 1,200.00	\$ 900.00	\$ 1,800.00
16	Miles	Edgeline (White)	1.9	\$ 1,000.00	\$ 1,900.00	\$ 1,375.00	\$ 2,612.50	\$ 900.00	\$ 1,710.00
		Thermo-Plastic:							
17	LF	Stop Bar (12" wide)	22	\$ 14.00	\$ 308.00	\$ 15.00	\$ 330.00	\$ 9.00	\$ 198.00
18	LF	Stop Bar (18" wide)	33	\$ 14.00	\$ 462.00	\$ 15.00	\$ 495.00	\$ 9.00	\$ 297.00
19	LF	Crosswalk	300	\$ 8.00	\$ 2,400.00	\$ 10.00	\$ 3,000.00	\$ 9.00	\$ 2,700.00
		Legend:							
20	EA	25 MPH	2	\$ 250.00	\$ 500.00	\$ 325.00	\$ 650.00	\$ 155.00	\$ 310.00
21	EA	SCHOOL ZONE	2	\$ 850.00	\$ 1,700.00	\$ 650.00	\$ 1,300.00	\$ 155.00	\$ 310.00
Total Items (Items 1-21):					\$ 37,333.00		\$ 45,744.00		\$ 45,799.80
Total Quote:					\$ 37,333.00		\$ 45,744.00		\$ 45,799.80

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is made and entered into this 14th day of June, 2016, by and between the City of Bonney Lake (“City”) and _____ (“Consultant”).

The parties hereby agree as follows:

- 1. Scope of Work.** The Consultant shall perform all work and provide all materials described in the Scope of Work set out in Exhibit A attached hereto and incorporated herein by this reference. Such work shall be performed using facilities, equipment and staff provided by Consultant, and shall be performed in accordance with all applicable federal, state and local laws, ordinances and regulations. The Consultant shall exercise reasonable care and judgment in the performance of work pursuant to this Agreement. The Consultant shall make minor changes, amendments or revisions in the detail of the work as may be required by the City, such work not to constitute Extra Work under this Agreement.
- 2. Ownership of Work Product.** Documents, presentations and any other work product produced by the Consultant in performance of work under this Agreement shall be tendered to the City upon completion of the work, and all such product shall become and remain the property of the City and may be used by the City without restriction; *provided*, that any such use by the City not directly related to the particular purposes for which the work product was produced shall be without any liability whatsoever to the Consultant.
- 3. Payment.** The Consultant shall be paid by the City for completed work and services rendered under this Agreement pursuant to the rates and charges set out in Exhibit B, attached hereto and incorporated herein by this reference. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work. All billings for compensation for work performed under this Agreement shall list actual time and dates during which the work was performed and the compensation shall be figured using the rates set out in Exhibit B; *provided*, that payment for work within the Scope of Work (Exhibit A) shall not exceed the fee/hour estimate set out in Exhibit B without written amendment to this Agreement, agreed to and signed by both parties.

Acceptance of final payment by the Consultant shall constitute a release of all claims, related to payment under this Agreement, which the Consultant may have against the City unless such claims are specifically reserved in writing and transmitted to the City by the Consultant prior to acceptance of final payment. Final payment shall not, however, be a bar to any claims that the City may have against the Consultant or to any remedies the City may pursue with respect to such claims.

The Consultant and its sub consultants shall keep available for inspection, by the City, for a period of three years after final payment, the cost records and accounts pertaining to this Agreement and all items related to, or bearing upon, such records. If any litigation, claim or audit is started before the expiration of the three-year retention period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved. The three-year retention period shall commence when the Consultant receives final payment.

4. **Changes in Work.** The Consultant shall make all revisions and changes in the work completed under this Agreement as are necessary to correct errors, when required to do so by the City, without additional compensation.

5. **Extra Work.** The City may desire to have the Consultant perform work or render services in addition to or other than work provided for by the expressed intent of the Scope of Work. Such work will be considered Extra Work and will be specified in a written supplement which will set forth the nature and scope thereof. Work under a supplement shall not proceed until authorized in writing by the City. Any dispute as to whether work is Extra Work or work already covered by this Agreement shall be resolved before the work is undertaken. Performance of the work by the Consultant prior to resolution of any such dispute shall waive any claim by the Consultant for compensation as Extra Work.

6. **Employment.** Any and all employees of Consultant, while engaged in the performance of any work or services required by the Consultant under this Agreement, shall be considered employees of the Consultant only and not of the City, and any and all claims that may or might arise under the Workman's Compensation Act on behalf of said employees, while so engaged; any and all taxes arising out of Consultant's or Consultant's employees' work under this Agreement; and any and all claims made by a third party as a consequence of any acts, errors, or omissions on the part of the Consultant's employees, while so engaged, shall be the sole obligation and responsibility of the Consultant, except as provided in Section 12 of this agreement. The Consultant's relation to the City shall at all times be as an independent contractor.

7. **Nondiscrimination and Legal Compliance.** Consultant agrees not to discriminate against any client, employee or applicant for employment or for services because of race, creed, color, national origin, marital status, gender, age or handicap except for a bona fide occupational qualification with regard to, but not limited to, the following: employment upgrading; demotion or transfer; recruitment or any recruitment advertising; layoff or termination; rates of pay or other forms of compensation; selection for training; and rendition of services. The consultant represents and warrants that it is in compliance with and agrees that it will remain in compliance with the provisions of the Immigration Reform and Control Act of 1986, including but not limited to the provisions of the Act prohibiting the hiring and continued employment of unauthorized aliens and requiring verification and record keeping with respect to the status of each of its employees' eligibility for employment. The consultant shall include a provision substantially the same as this

section in any and all contracts with sub consultants performing work required of the contractor under this contract. The consultant agrees to indemnify and hold the City harmless from any and all liability, including liability for interest and penalties, the City may incur as a result of the consultant failing to comply with any provisions of the Immigration Reform and Control Act of 1986. Consultant understands and agrees that if it violates this section, this Agreement may be terminated by the City, and that Consultant shall be barred from performing any services for the City in the future unless and until a showing is made satisfactory to the City that discriminatory practices have terminated and that recurrence of such action is unlikely.

8. **Term.** This Agreement shall become effective upon the day of its execution by both parties, and shall terminate upon completion of the work and delivery of all materials described in Exhibit A.

9. **Termination by City.** The City may terminate this Agreement at any time upon not less than ten (10) days written notice to Consultant, subject to the City's obligation to pay Consultant in accordance with subsections A and B below.

A. In the event this Agreement is terminated by the City other than for fault on the part of the Consultant, a final payment shall be made to the Consultant for actual cost of work complete at the time of termination of the Agreement. In addition, the Consultant shall be paid on the same basis as above for any authorized Extra Work completed. No payment shall be made for any work completed after ten (10) days following receipt by the Consultant of the termination notice. If the accumulated payment(s) made to the Consultant prior to the termination notice exceeds the total amount that would be due as set forth in this subsection, then no final payment shall be due and the Consultant shall immediately reimburse the City for any excess paid.

B. In the event the services of the Consultant are terminated by the City for fault on the part of the Consultant, subsection A of this section shall not apply. In such event the amount to be paid shall be determined by the City with consideration given to the actual costs incurred by the Consultant in performing the work to the date of termination, the amount of work originally required which was satisfactorily completed to date of termination, whether that work is in a form or of a type which is usable by the City at the time of termination, the cost to the City of employing another person or firm to complete the work required and the time which may be required to do so, and other factors which affect the value to the City of the work performed at the time of termination. Under no circumstances shall payment made under this subsection exceed the amount which would have been made if subsection A of this section applied.

C. In the event this Agreement is terminated prior to completion of the work, the original copies of all work products prepared by the Consultant prior to termination shall become the property of the City for its use without restriction; *provided*, that any such use by the

City not directly related to the particular purposes for which the work product was produced shall be without any liability whatsoever to the Consultant.

10. **Termination by Consultant.** Consultant may terminate this Agreement only in response to material breach of this Agreement by the City, or upon completion of the work set out in the Scope of Work and any Extra Work agreed upon by the parties.

11. **Applicable Law; Venue.** The law of the State of Washington shall apply in interpreting this Agreement. Venue for any lawsuit arising out of this Agreement shall be in the Superior Court of the State of Washington, in and for Pierce County.

12. **Indemnification / Hold Harmless**

Consultant shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees arising out of or resulting from the negligent acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City. In the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

Insurance

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

A. Minimum Scope of Insurance

Consultant shall obtain insurance of the types described below:

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

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

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

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

B. Minimum Amounts of Insurance

Consultant shall maintain the following insurance limits:

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

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

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

C. Other Insurance Provisions

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

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

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

D. Acceptability of Insurers

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

E. Verification of Coverage

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

13. Prevailing Wage

CONTRACTOR shall pay all laborers, workers, or mechanics performing work under this Agreement prevailing wages as required by Ch. 39.12 RCW, and shall satisfy all other requirements of that chapter, including without limitation requiring that all subcontractors performing work related to the project comply with the requirements of that chapter. The hourly minimum rate of wage which may be paid to laborers, workers, or mechanics for work related to the Project is shown on Exhibit C, attached hereto and incorporated herein by this reference. Prior to the CITY making any payment to CONTRACTOR under this Agreement, CONTRACTOR and each subcontractor shall submit to the CITY a Statement of Intent to Pay Prevailing Wages approved by the industrial statistician of the Washington State Department of Labor and Industries and complying with the requirements of RCW 39.12.040. Prior to release of the sums retained pursuant to section 17 of this Agreement ["Retainage"], CONTRACTOR and each subcontractor shall submit to the City an Affidavit of Wages Paid approved by the industrial statistician of the Washington State Department of Labor and Industries and complying with the requirements of RCW 39.12.040.

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

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

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

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

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

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

CITY OF BONNEY LAKE

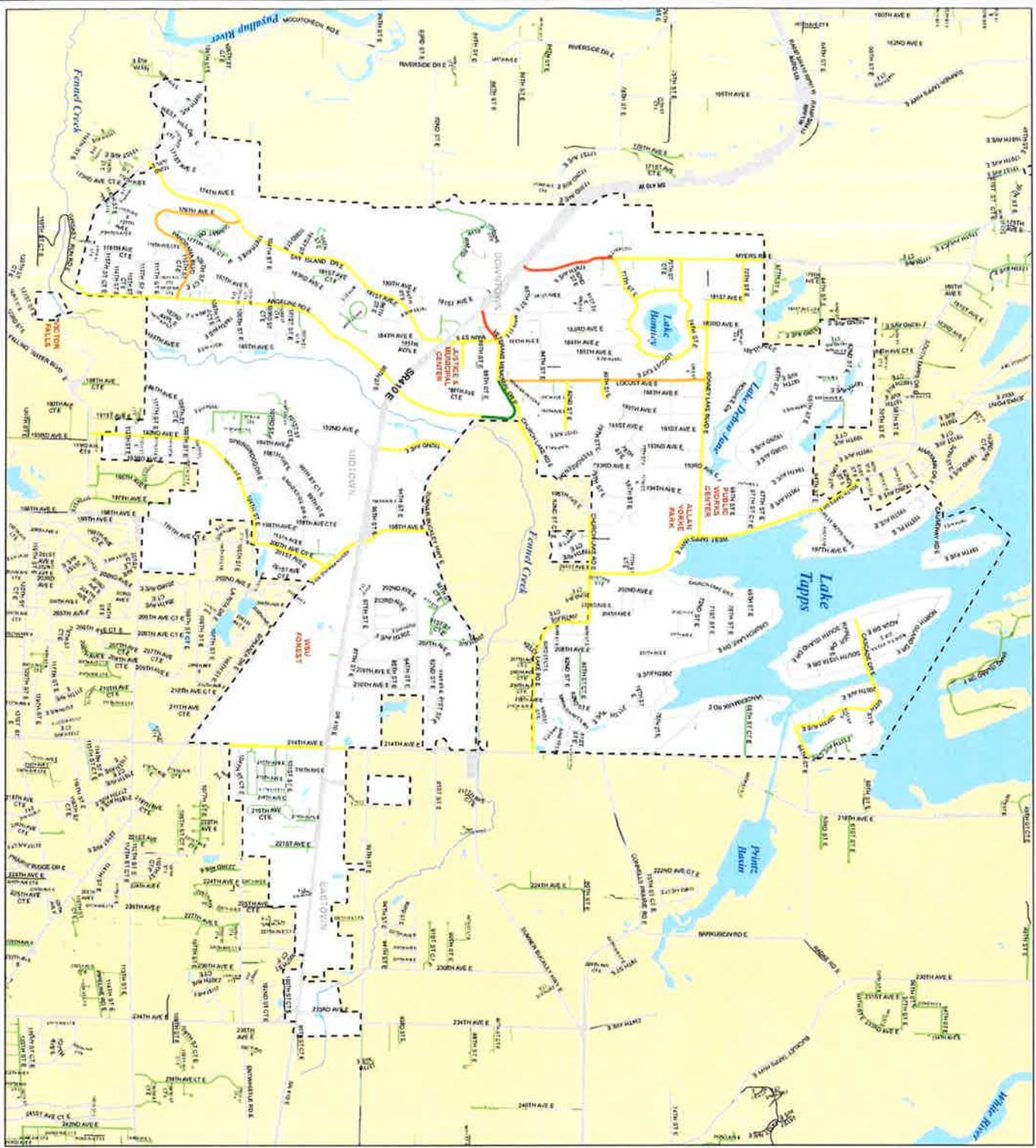
CONSULTANT

By: _____
Neil Johnson Jr., Mayor

By: _____

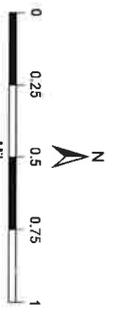
Attachments:

- Exhibit A: Scope of Work
- Exhibit B: Quote
- Exhibit C: Prevailing Wages



Striping 2016
Arterials and Collectors

- Legend**
- OK to Stripe
 - Sewer CIP
 - Overlay CIP
 - Chip Seal
 - Fennel Creek
 - Roads
 - Public ROW
 - Private ROW
 - Water body
 - Bonney Lake City Limits



The map features are approximate and are intended only to provide an indication of said feature. Additional notes that have not been mapped may be present. This is not a survey. Orthophotos and other data may not align. The County assumes no liability for variations ascertained by actual survey. ALL DATA IS UNWARRANTED FROM THE COUNTY AND THE COUNTY MAKES NO WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.

April 21, 2016

Action Item #3

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

Department/Staff Contact: Steve Willadson / Assistant Superintendent Street/Storm	Meeting/Workshop Date: 14 June 2016	Agenda Bill Number: AB16-62
Agenda Item Type: Resolution	Ordinance/Resolution Number: 2527	Councilmember Sponsor: Donn Lewis

Agenda Subject: Award Contract to Doolittle Construction, LLC for the 2016 Chip Seal Application

Full Title/Motion: A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, To Approve The Contract With Doolittle Construction, Llc For The 2016 Chip Seal Application.

Administrative Recommendation: Approve

Background Summary: The City solicited quotes for the 2016 Chip Seal Application using the MRSC Small Works Roster on May 13, 2016. We received 3 quotes in the amount of: Doolittle Construction, LLC-\$159,679.80, Granite Construction \$188,901.50 and Sierra Santa Fe Corporation \$194,851.18. Doolittle Construction, LLC has been low bidder for several years and does excellent street chip sealing work. The contract scope of work includes chip sealing of approximately 51,442 square yards and fog sealing of approximately 31,551 square yards. Location of this work is shown on attached map and exhibit "D" spreadsheet.

Attachments: Resolution, Exhibit A -Invitation to Quote/Scope of Work, Exhibit B -Quote Sheet, Exhibit D - Chip Seal Quantities, Bid Tabulation, Construction Contract, and Map showing streets to be chip sealed.

BUDGET INFORMATION

Budget Amount	Current Balance	Required Expenditure	Budget Balance	Fund Source
\$180,000	\$180,000	\$167,663.79	\$12,336.21	<input type="checkbox"/> General <input type="checkbox"/> Utilities <input checked="" type="checkbox"/> Other

Budget Explanation: 301.001.042.595.30.63.01 - Chip Seal Program Street CIP

*Striping of Chip Seal areas via Apply-A-Line- additional cost of \$8,570.00.

Construction contract amount: \$159,679.80 + 5% Contingency in the amount of \$7,983.99 = \$167,663.79.

Revenue: Streets CIP funds

COMMITTEE, BOARD & COMMISSION REVIEW

Council Committee Review:	Community Development	<i>Approvals:</i>	Yes	No
	Date: 7 June 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:

Mayor:

Date Reviewed

by City Attorney:
(if applicable)

RESOLUTION NO. 2527

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE,
PIERCE COUNTY, WASHINGTON, AUTHORIZING A CONTRACTOR
AGREEMENT WITH DOOLITTLE CONSTRUCTION, LLC FOR THE 2016
CHIP SEAL APPLICATION.**

WHEREAS, the City of Bonney Lake solicited an Invitations to Quote for the 2016 Chip Seal Application on May 13, 2016; and

WHEREAS, the City has received 3 Quotes for the 2016 Chip Seal Application and has selected to award Doolittle Construction, LLC in the amount of \$159,679.80; and

WHEREAS, the City Council adopted this annual project in the Street Capital budget; and

WHEREAS, the City Council finds that it is in the public interest that this project 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 agreement to award this contract to Doolittle Construction, LLC in the amount of \$159,679.80.

BE IT FURTHER RESOLVED; that the City of Bonney Lake Council does hereby authorize 5% Construction Contingency in the amount of \$7,983.99.

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

Neil Johnson Jr., Mayor

ATTEST:

Harwood T. Edvalson, MMC
City Clerk

APPROVED AS TO FORM:

Kathleen Haggard, City Attorney



**City of Bonney Lake
Small Public Works Project
Prevailing Wages are required to be paid**

Invitation to Quote
Date: May 13, 2016

The City of Bonney Lake is accepting Quotes for a Small Public Works Project. As a contractor on our Small Works Roster, you are invited to submit a quote on this project.

Project Title: 2016 Chip Seal

Scope of Work:

Apply a standard chip seal to approximately 51,442 square yards of paved surface streets.

Apply a fog seal to approximately 31,551 square yards of paved surface arterial & collector streets.

- Chip Seal application must conform to DOT specifications, (Attachment A, pgs 5 & 6).
- Traffic control will be provided by the contractor.
- Contractor will notify the City 30 days in advance of starting work.
- Chip seal will be applied to the following approximate square yards (see attached "Street Improvements 2016").
- City crews will prepare all surfaces prior to the chip seal application.

Please see enclosed: Invitation to Quote, Quote Sheet, 2016 Chip Seal Quantities, Chip Seal Specifications, Standard Questionnaire, Bidder's Checklist, Contractor Agreement, Performance and Guaranty Bond, Certificate of Insurance, Certificate as to Corporate Principal, Certificate as to Corporate Seal, Contractor's Declaration of Option for Management of Statutory Retained Percentage and 2016 Chip Seal Map.

Prevailing Wage:

Contractor shall pay all laborers, workers, or mechanics performing work Prevailing Wages as required by Ch.39.12 RCW, and shall satisfy all other requirements of that chapter, including without limitation requiring that all subcontractors performing work related to the project comply with the requirements of that chapter. The hourly minimum rate of wage which may be paid to labors, workers or mechanics for work related to this project with the Effective Date of May 31, 2016.

Date Proposals are requested: Tuesday, May 31, 2016 by 12:00 p.m.

If you are interested in submitting a quote on this project, **please return Quote Sheet and SIGNED Contractor Agreement** to Triss Weber at 19306 Bonney Lake BLVD (Public Works Center), Bonney Lake, WA 98391. If you have any questions please contact Steve Willadson at (253) 261-5224.



**City of Bonney Lake
Small Public Works Project
Quote Sheet**

Company Name: Doolittle Construction LLC
 Address: 1900 118 Ave SE
Belleve WA 98005
 Phone Number: 425 455 1150
 Fax Number: 425 455 6782
 Contact Name: Tom Doolittle

Project Title: 2016 Chip Seal Application

Having carefully examined all documents enclosed herein, the Contractor proposes to perform all work in strict compliance with all documents, for the amount set forth below.
 Schedule: Work shall be completed within 90 calendar days after the indicated starting date appearing in an official "Notice to Proceed" issued by Bonney Lake. Liquidated damages shall be imposed as specified in the contract documents for each day Contractor fails to meet the completion date.

Item	Description	Qty (Approx.)	Unit	Unit Price	Extended Price
1	Mobilization		Lump Sum	7,000. ⁻	\$ 7,000. ⁻
	City Streets:				
2	Chip Seal Application (Standard)	51,442	Square Yards	\$ 2. ⁶⁰	\$ 133,749. ²⁰
3	Fog Seal Application	31,551	Square Yards	\$ 0. ⁶⁰	\$ 18,930. ⁶⁰
					\$
	Total Bid				\$ 159,679. ⁸⁰

City of Bonney Lake
 (253) 862-8602 Fax (253) 447 - 4330

Mail to: PO Box 7380
 Bonney Lake, WA 98391

2016 Chip Seal Quantities:

Section	Chip Seal			2016	<i>Scope of Work</i>	Striping/ Markings
Segment	STREET Name/Number	Width	Length	Sq. Yards	<i>Comments:</i>	
<u>Collectors</u>						
337	LOCUST AVENUE	24	4975	13267	Bonney Lake BLVD to Veterans Memorial Drive	Striping/PM
476	PANORAMA BLVD	28	3347	10413	Angeline Road to 176th Ave	Striping
477	176th AVE E	28	2530	7871	Panoramam BLVD to Sky Island Drive	Striping/PM
<u>Local Access</u>						
	Bonnie Brae			0		
320	192ND AVE E	21	3013	7030	Bonney Lake BLVD to 193rd Ave	
325	77TH STREET E	21	691	1612	192nd Ave to 190th Ave	
	Cedar View			0		
508	210TH AVE E	21	1750	4083	97th St E to 93rd St E	
509	94TH ST EAST	21	724	1689	208th Ave to 210th Ave E	
517	205TH AVE E (5)	20	1035	2300	93rd St E to 96th St E	
	Fir View					
526	205th AVE CT E	21	237	553	97th St E to 97th St E	
524	97TH ST E	21	954	2226	205th Ave Ct E to 202nd Ave E	
525	202ND AVE EAST	21	170	397	97th St E to SR 410	
				0		
				0		
				0		
Total Chip Seal Length		Miles	3.7	51442		

FOG Seal			
Section	STREET Name/Number	Sq. Yards	<i>Scope of Work</i>
<u>Collectors</u>			
337	LOCUST AVENUE	13267	
476	PANORAMA BLVD	10413	
477	176th AVE E	7871	
Total Fog Seal:		31551	

2016 Chip Seal

Quote No.	Units	Line items Description	Qty	Doolittle Construction LLC		Granite Construction Company		Sierra Santa Fe Corporation	
				Unit Price	Total	Unit Price	Total	Unit Price	Total
1	1	Mobilization	1	\$ 7,000.00	\$ 7,000.00	18,800.00	\$ 18,800.00	\$ 22,109.00	\$ 22,109.00
2							\$ -		
3		Chip Seal Application Standard	51,442	\$ 2.60	\$ 133,749.20	3.00	\$ 154,326.00	\$ 2.99	\$ 153,811.58
4		Fog Seal Application	31,551	\$ 0.60	\$ 18,930.60	0.50	\$ 15,775.50	\$ 0.60	\$ 18,930.60
5							\$ -		
6							\$ -		
7							\$ -		
8							\$ -		
9							\$ -		
10							\$ -		
11							\$ -		
12							\$ -		
				Total Items (Items 1-12):		\$ 159,679.80	\$ 188,901.50	\$ 194,851.18	\$ 194,851.18
				Total Quote:		\$ 159,679.80	\$ 188,901.50	\$ 194,851.18	\$ 194,851.18

CITY OF BONNEY LAKE CONTRACTOR AGREEMENT

THIS AGREEMENT, is made and entered into this 14th day of June 2016 by and between the CITY OF BONNEY LAKE, a Washington municipal corporation, hereinafter referred to as the "CITY" and _____, hereinafter referred to as the "CONTRACTOR."

WITNESSETH:

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

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

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

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

1. SCOPE OF WORK.

The CONTRACTOR shall perform such work and accomplish such tasks, including the furnishing of all materials and equipment necessary for full performance thereof, as are identified and designated as CONTRACTOR responsibilities throughout this Agreement and as detailed in Exhibit "A" attached hereto and incorporated herein (the "Project").

2. TERM.

The Project shall begin no earlier than Refer to Notice to Proceed and shall be completed no later than Refer to Notice to Proceed, unless sooner terminated according to the provisions herein.

3. COMPENSATION AND METHOD OF PAYMENT.

A. Payments for work provided hereunder shall be made following the performance of such work, unless otherwise permitted by law and approved in writing by the CITY.

B. No payment shall be made for any work rendered by the CONTRACTOR except for work identified and set forth in this Agreement.

C. The CITY shall pay the CONTRACTOR for work performed under this Agreement pursuant to accepted bid proposal attached hereto as Exhibit "B" and by this reference incorporated herein.

D. The CONTRACTOR shall submit to the CITY Clerk-Treasurer on forms approved by the Clerk-Treasurer, a voucher or invoice for services rendered during the pay period. The CITY shall initiate authorization for payment after receipt of said approved voucher or invoice and shall make payment to the CONTRACTOR within approximately thirty (30) days thereafter.

4. REPORTS AND INSPECTIONS.

A. The CONTRACTOR at such times and in such forms as the CITY may require, shall furnish to the CITY such statements, records, reports, data, and information as the CITY may request pertaining to matters covered by this Agreement. All of the reports, information data, and other related materials, prepared or assembled by the CONTRACTOR under this Agreement and any information relating to personal, medical and financial data will be treated as confidential insofar as is allowed by Washington State laws regarding disclosure of public information, Chapter 42.17, R.C.W. Generally, Chapter 42.17, R.C.W. requires disclosure of all but the most personal and sensitive information in CITY hands.

B. The CONTRACTOR shall at any time during normal business hours and as often as the CITY or State Examiner may deem necessary, make available for examination all of its records and data with respect to all matters covered, directly or indirectly, by this Agreement and shall permit the CITY or its designated authorized representative to audit and inspect other data relating to all matters covered by this Agreement. The CITY shall receive a copy of all audit reports made by the agency or firm as to the CONTRACTOR'S activities. The CITY may, at its discretion, conduct an audit at its expense, using its own or outside auditors, of the CONTRACTOR'S activities which relate, directly or indirectly, to this Agreement.

5. INDEPENDENT CONTRACTOR RELATIONSHIP.

A. The parties intend that an independent CONTRACTOR/CITY relationship will be created by this Agreement. The CITY is interested primarily in the results to be achieved; subject to paragraphs herein, the implementation of work and/or services will lie solely with the discretion of the CONTRACTOR. No agent, employee, servant or representative of the CONTRACTOR shall be deemed to be an employee, agent, servant or representative of the CITY for any purpose, and the employees of the CONTRACTOR are not entitled to any of the benefits the CITY provides for its employees. The CONTRACTOR will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants, subcontractors or representatives during the performance of this Agreement.

B. In the performance of the work herein contemplated the CONTRACTOR is an independent contractor with the authority to control and direct the performance of the details of the work, however, the results of the work contemplated herein must meet the approval of the CITY and shall be subject to the CITY'S general rights of inspection and review to secure the satisfactory completion thereof.

6. CONTRACTOR EMPLOYEES/AGENTS

The CITY may in its sole discretion require the CONTRACTOR to remove an employee(s), agent(s) or servant(s) from employment on this Project. The CONTRACTOR may however employ that (those) individual(s) on other non-CITY related projects.

7. HOLD HARMLESS INDEMNIFICATION.

A. The CONTRACTOR shall defend, indemnify and hold the CITY, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees arising out of or resulting from the negligent acts, errors or omissions of the CONTRACTOR in performance of this Agreement, except for injuries and damages caused by the sole negligence of the CITY. In the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the CONTRACTOR and the CITY, its officers, officials, employees, and volunteers, the CONTRACTOR'S liability, including the duty and cost to defend, hereunder shall be only to the extent of the CONTRACTOR'S negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the CONTRACTOR'S waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

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

8. INSURANCE.

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

A. Minimum Scope of Insurance

The CONTRACTOR shall obtain insurance of the types described below:

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

3. Worker's Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
4. Professional Liability insurance appropriate to the Consultant's profession.

B. Minimum Amounts of Insurance

CONTRACTOR shall maintain the following insurance limits:

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

B. Other Insurance Provisions

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

1. The Contractor's insurance coverage shall be primary insurance as respect to the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Contractor's insurance and not contribute with it.
2. The Contractor's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.
3. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.
4. Contractor shall furnish the City with original certificates and a copy of the amendatory endorsements, including, but not limited to, the additional insured endorsement, evidencing the insurance requirements of the Contractor before commencement of the work.

The CONTRACTOR'S insurance shall contain a clause stating that coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respects to the limits of the insurer's liability.

Any payment of deductible or self-insured retention shall be the sole responsibility of the CONTRACTOR.

The CONTRACTOR'S insurance shall be primary insurance as respects the CITY and the CITY shall be given thirty (30) days prior written notice of any cancellation, suspension or material change in coverage.

9. TREATMENT OF ASSETS.

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

10. COMPLIANCE WITH LAWS.

A. The CONTRACTOR, in the performance of this Agreement, shall comply with all applicable federal, state or local laws and ordinances, including regulations for licensing, certification and operation of facilities, programs and accreditation, and licensing of individuals, and any other standards or criteria as described in this Agreement to assure quality of services.

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

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

11. NONDISCRIMINATION AND LEGAL COMPLIANCE.

A. The CITY is an equal opportunity employer.

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

the City that discriminatory practices have terminated and that recurrence of such action is unlikely.

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

D. If any assignment and/or subcontracting has been authorized by the CITY, said assignment or subcontract shall include appropriate safeguards against discrimination. The CONTRACTOR shall take such action as may be required to ensure full compliance with the provisions in the immediately preceding paragraphs herein.

E. The contractor represents and warrants that it is in compliance with and agrees that it will remain in compliance with the provisions of the Immigration Reform and Control Act of 1986, including but not limited to the provisions of the Act prohibiting the hiring and continued employment of unauthorized aliens and requiring verification and record keeping with respect to the status of each of its employees' eligibility for employment. The contractor shall include a provision substantially the same as this section in any and all contracts with subcontractors performing work required of the contractor under this contract. The contractor agrees to indemnify and hold the City harmless from any and all liability, including liability for interest and penalties, the City may incur as a result of the contractor failing to comply with any provisions of the Immigration Reform and Control Act of 1986.

12. ASSIGNMENT/SUBCONTRACTING.

A. The CONTRACTOR shall not assign its performance under this Agreement or any portion of this Agreement without the written consent of the CITY, and it is further agreed that said consent must be sought in writing by the CONTRACTOR not less than thirty (30) days prior to the date of any proposed assignment. The CITY reserves the right to reject without cause any such assignment.

B. Any work or services assigned hereunder shall be subject to each provision of this Agreement and proper bidding procedures where applicable as set forth in local, state and/or federal statutes, ordinances and guidelines.

C. Any technical/professional service subcontract not listed in this Agreement, must have express advance approval by the CITY.

13. CHANGES.

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

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

14. MAINTENANCE AND INSPECTION OF RECORDS.

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

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

15. POLITICAL ACTIVITY PROHIBITED.

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

16. PROHIBITED INTEREST.

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

17. RETAINAGE.

Notwithstanding any other provision of this Agreement, in accordance with Ch. 60.28 RCW, the CITY shall retain from the monies earned by CONTRACTOR hereunder, five percent as a trust fund for the protection and payment of any person or persons, mechanic, subcontractor or materialman who shall perform any labor or furnish any supplies related to the Project, and the state with respect to taxes imposed pursuant to Title 82 RCW which may be due from

CONTRACTOR. Said retainage shall be reserved in a CITY fund until thirty days following final acceptance of the Project as completed, and shall not be released to CONTRACTOR until the CITY has received certification from the Washington State Department of Revenue that all taxes, increases and penalties due from CONTRACTOR, and all taxes due and to become due with respect to the Project, have been paid in full or are readily collectible without recourse to the state's lien on the retainage, and until the requirements of section 10(C) have been satisfied.

18. PERFORMANCE BOND.

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

19. PREVAILING WAGE.

CONTRACTOR shall pay all laborers, workers, or mechanics performing work under this Agreement prevailing wages as required by Ch. 39.12 RCW, and shall satisfy all other requirements of that chapter, including without limitation requiring that all subcontractors performing work related to the project comply with the requirements of that chapter. The hourly minimum rate of wage which may be paid to laborers, workers, or mechanics for work related to the Project is shown on Exhibit C, attached hereto and incorporated herein by this reference. Prior to the CITY making any payment to CONTRACTOR under this Agreement, CONTRACTOR and each subcontractor shall submit to the CITY a Statement of Intent to Pay Prevailing Wages approved by the industrial statistician of the Washington State Department of Labor and Industries and complying with the requirements of RCW 39.12.040. Prior to release of the sums retained pursuant to section 17 of this Agreement ["Retainage"], CONTRACTOR and each subcontractor shall submit to the City an Affidavit of Wages Paid approved by the industrial statistician of the Washington State Department of Labor and Industries and complying with the requirements of RCW 39.12.040.

20. TERMINATION.

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

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

21. NOTICE.

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

22. ATTORNEYS FEES AND COSTS.

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

23. JURISDICTION AND VENUE.

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

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

24. SEVERABILITY.

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

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

25. ENTIRE AGREEMENT.

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

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

CITY OF BONNEY LAKE

CONTRACTOR

Neil Johnson Jr., Mayor

Date: _____

UBI Number _____

Date: _____

EXHIBIT "A" (Invitations to Quote/Scope of Work)

EXHIBIT "B" (Quote Sheet)

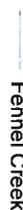
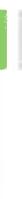
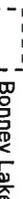
EXHIBIT "C" (Prevailing Wage Rates)



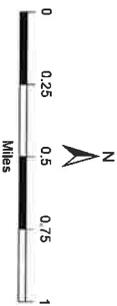
City of Bonney Lake

Chip Seal 2016

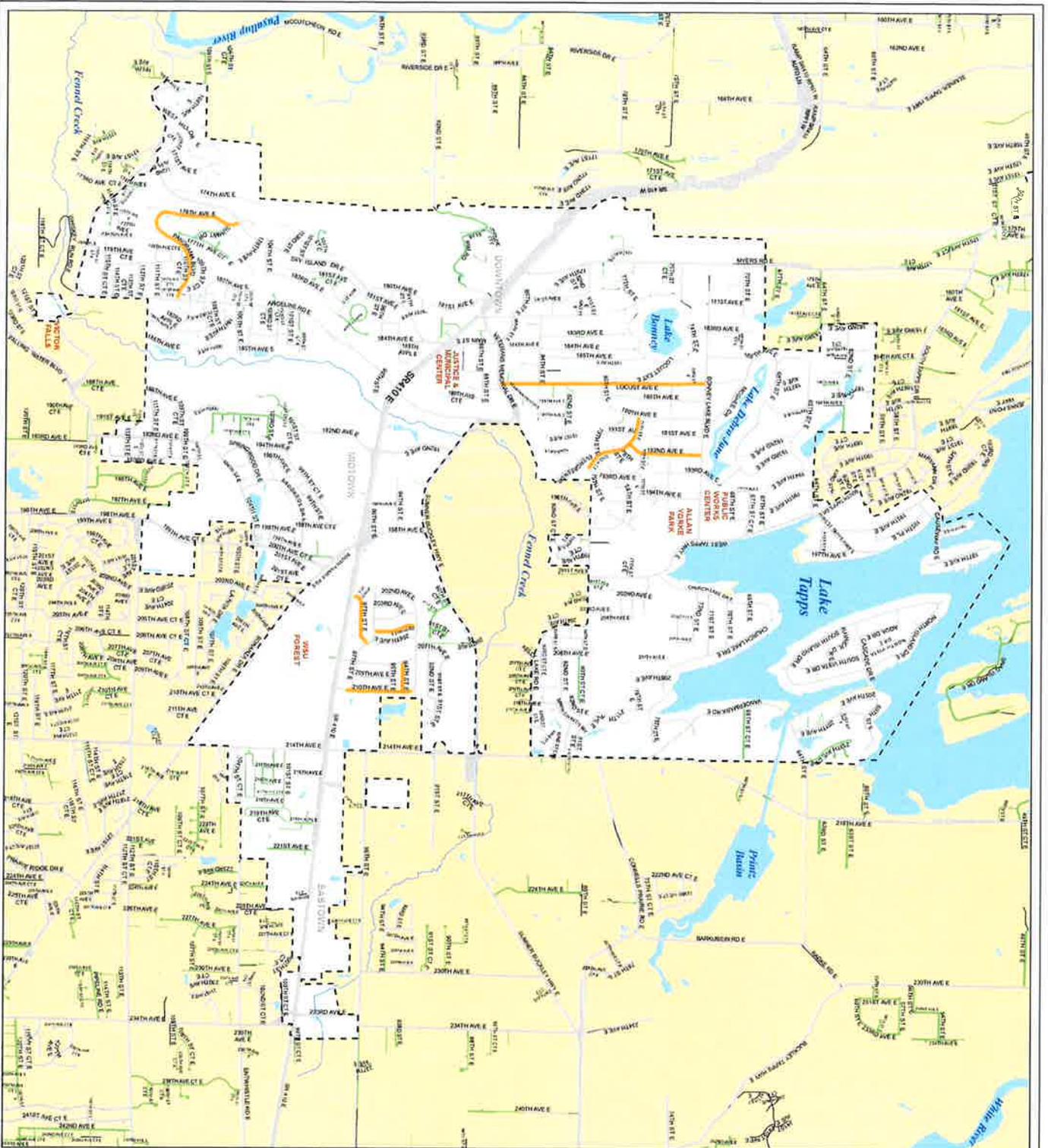
Legend

-  Chip Seal
-  Fennel Creek
-  Roads
-  Public ROW
-  Private ROW
-  Water body
-  Bonney Lake City Limits

This map features are approximate and are intended only to provide an overview of the said feature. Additional areas that have not been mapped may be present. This is not a survey. Orthophotos and other data may not align. 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.



May 12, 2016



Action Item #4

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

Department/Staff Contact: Executive / Don Morrison	Meeting/Workshop Date: 24 May 2016	Agenda Bill Number: AB16-77
Agenda Item Type: Resolution	Ordinance/Resolution Number: 2537	Councilmember Sponsor:

Agenda Subject: Public Works Storage Yard Design Agreement

Full Title/Motion: A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing A Professional Services Agreement With ARC Architects To Design The New Public Work Materials And Storage Yard. .

Administrative Recommendation: Approve

Background Summary: The City has been working with ARC Architects since 2006 to develop a new public works center. We are now ready to move forward with the materials and storage yard portion of the project.

Attachments: Resolution; Agreement; Draft Site Plan

BUDGET INFORMATION				
Budget Amount	Current Balance	Required Expenditure	Budget Balance	Fund Source
8,000,000	7,405,000	612,958	6,792,042	<input type="checkbox"/> General <input checked="" type="checkbox"/> Utilities <input type="checkbox"/> Other
Budget Explanation: 2016 Adopted Appropriation for PWC - Water/Sewer/Storm				

COMMITTEE, BOARD & COMMISSION REVIEW				
Council Committee Review:	Community Development	<i>Approvals:</i>	Yes	No
	Date: 7 June 2016	Chair/Councilmember Lewis	<input type="checkbox"/>	<input type="checkbox"/>
		Councilmember Swatman	<input type="checkbox"/>	<input type="checkbox"/>
		Councilmember 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): Various Presentations / Discussions over the Years	Public Hearing Date(s):
Meeting Date(s):	Tabled to Date:

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

RESOLUTION NO. 2537

A RESOLUTION OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH ARC ARCHITECTS TO DEVELOP THE PLANS, SPECIFICATIONS, ESTIMATES AND RELATED DOCUMENTS FOR THE PUBLIC WORKS CENTER MATERIALS AND STORAGE YARD.

WHEREAS, the City has been working with ARC Architects since 2006 to develop a new public works center; and

WHEREAS, the City is now ready to move forward with the materials and storage yard portion of the project; and

NOW THEREFORE, BE IT RESOLVED, that the City Council of the City of Bonney Lake, Washington, does hereby authorize the Mayor to sign the attached agreement with ARC Architects to design and engineer a new public works storage yard on the site of the City's peaking water storage tank on 96th Street.

PASSED BY THE CITY COUNCIL this ____ day of June, 2016.

Neil Johnson, Jr., Mayor

ATTEST/AUTHENTICATED:

Harwood T. Edvalson, City Clerk

APPROVED AS TO FORM:

Kathleen Haggard, City Attorney

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is made and entered into this _____ day of _____, 2016, by and between the City of Bonney Lake (“City”) and ARC Architects (“Consultant”).

The parties hereby agree as follows:

- 1. Scope of Work.** The Consultant shall perform all work and provide all materials described in the Scope of Work set out in Exhibit A attached hereto and incorporated herein by this reference. Such work shall be performed using facilities, equipment and staff provided by Consultant, and shall be performed in accordance with all applicable federal, state and local laws, ordinances and regulations. The Consultant shall exercise reasonable care and judgment in the performance of work pursuant to this Agreement. The Consultant shall make minor changes, amendments or revisions in the detail of the work as may be required by the City, such work not to constitute Extra Work under this Agreement.
- 2. Ownership of Work Product.** Documents, presentations and any other work product produced by the Consultant in performance of work under this Agreement shall be tendered to the City upon completion of the work, and all such product shall become and remain the property of the City and may be used by the City without restriction; *provided*, that any such use by the City not directly related to the particular purposes for which the work product was produced shall be without any liability whatsoever to the Consultant.
- 3. Payment.** The Consultant shall be paid by the City for completed work and services rendered under this Agreement pursuant to the rates and charges set out in Exhibit B, attached hereto and incorporated herein by this reference. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work. All billings for compensation for work performed under this Agreement shall list actual time and dates during which the work was performed and the compensation shall be figured using the rates set out in Exhibit B ; *provided*, that payment for work within the Scope of Work (Exhibit A) shall not exceed the fee/hour estimate set out in Exhibit B without written amendment to this Agreement, agreed to and signed by both parties.

Acceptance of final payment by the Consultant shall constitute a release of all claims, related to payment under this Agreement, which the Consultant may have against the City unless such claims are specifically reserved in writing and transmitted to the City by the Consultant prior to acceptance of final payment. Final payment shall not, however, be a bar to any claims that the City may have against the Consultant or to any remedies the City may pursue with respect to such claims.

The Consultant and any sub-Consultants shall keep available for inspection, by the City, for a period of three years after final payment, the cost records and accounts pertaining to this Agreement and all items related to, or bearing upon, such records. If any litigation, claim or audit is started before the expiration of the three-year retention period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved. The three-year retention period shall commence when the Consultant receives final payment.

4. **Changes in Work.** The Consultant shall make all revisions and changes in the work completed under this Agreement as are necessary to correct errors, when required to do so by the City, without additional compensation.

5. **Extra Work.** The City may desire to have the Consultant perform work or render services in addition to or other than work provided for by the expressed intent of the Scope of Work. Such work will be considered Extra Work and will be specified in a written supplement which will set forth the nature and scope thereof. Work under a supplement shall not proceed until authorized in writing by the City. Any dispute as to whether work is Extra Work or work already covered by this Agreement shall be resolved before the work is undertaken. Performance of the work by the Consultant prior to resolution of any such dispute shall waive any claim by the Consultant for compensation as Extra Work.

6. **Employment.** Any and all employees of Consultant, while engaged in the performance of any work or services required by the Consultant under this Agreement, shall be considered employees of the Consultant only and not of the City, and any and all claims that may or might arise under the Workman's Compensation Act on behalf of said employees, while so engaged; any and all taxes arising out of Consultant's or Consultant's employees' work under this Agreement; and any and all claims made by a third party as a consequence of any acts, errors, or omissions on the part of the Consultant's employees, while so engaged, shall be the sole obligation and responsibility of the Consultant. The Consultant's relation to the City shall at all times be as an independent contractor.

7. **Nondiscrimination and Legal Compliance.** Consultant agrees not to discriminate against any client, employee or applicant for employment or for services because of race, creed, color, national origin, marital status, gender, age or handicap except for a bona fide occupational qualification with regard to, but not limited to, the following: employment upgrading; demotion or transfer; recruitment or any recruitment advertising; layoff or termination; rates of pay or other forms of compensation; selection for training; and rendition of services. The contractor represents and warrants that it is in compliance with and agrees that it will remain in compliance with the provisions of the Immigration Reform and Control Act of 1986, including but not limited to the provisions of the Act prohibiting the hiring and continued employment of unauthorized aliens and requiring verification and record keeping with respect to the status of each of its employees' eligibility for employment. The contractor shall include a provision substantially the same as this section in any and all contracts with subcontractors performing work required of the contractor under this contract. The contractor agrees to indemnify and hold the City harmless from any and all liability, including liability for interest and penalties, the City may incur as a result of the contractor failing to comply with any provisions of the Immigration Reform and Control Act of 1986. Consultant understands and agrees that if it violates this section, this Agreement may be terminated by the City, and that Consultant shall be barred from performing any services for the City in the future unless and until a showing is made satisfactory to the City that discriminatory practices have terminated and that recurrence of such action is unlikely.

8. **Term.** This Agreement shall become effective upon the day of its execution by both parties, and shall terminate upon completion of the work and delivery of all materials described in Exhibit A.

9. **Termination by City.** The City may terminate this Agreement at any time upon not less than ten (10) days written notice to Consultant, subject to the City's obligation to pay Consultant in accordance with subsections A, B, and C below.

A. In the event this Agreement is terminated by the City other than for fault on the part of the Consultant, a final payment shall be made to the Consultant for actual cost of work complete at the time of termination of the Agreement. In addition, the Consultant shall be paid on the same basis as above for any authorize Extra Work completed. No payment shall be made for any work completed after ten (10) days following receipt by the Consultant of the termination notice. If the accumulated payment(s) made to the Consultant prior to the termination notice exceeds the total amount that would be due as set forth in this subsection, then no final payment shall be due and the Consultant shall immediately reimburse the City for any excess paid.

B. In the event the services of the Consultant are terminated by the City for fault on the part of the Consultant, subsection A of this section shall not apply. In such event the amount to be paid shall be determined by the City with consideration given to the actual costs incurred by the Consultant in performing the work to the date of termination, the amount of work originally required which was satisfactorily completed to date of termination, whether that work is in a form or of a type which is usable by the City at the time of termination, the cost to the City of employing another person or firm to complete the work required and the time which may be required to do so, and other factors which affect the value to the City of the work performed at the time of termination. Under no circumstances shall payment made under this subsection exceed the amount which would have been made if subsection A of this section applied.

C. In the event this Agreement is terminated prior to completion of the work, the original copies of all work products prepared by the Consultant prior to termination shall become the property of the City for its use without restriction; *provided*, that any such use by the City not directly related to the particular purposes for which the work product was produced shall be without any liability whatsoever to the Consultant.

10. **Termination by Consultant.** Consultant may terminate this Agreement only in response to material breach of this Agreement by the City, or upon completion of the work set out in the Scope of Work and any Extra Work agreed upon by the parties.

11. **Applicable Law; Venue.** The law of the State of Washington shall apply in interpreting this Agreement. Venue for any lawsuit arising out of this Agreement shall be in the Superior Court of the State of Washington, in and for Pierce County.

12. **Indemnification / Hold Harmless/ Insurance.**

Consultant shall indemnify the City, its officers, officials, employees and volunteers ~~harmless~~ from any and all claims, injuries, damages, losses or suits including reasonable attorney fees, to the extent caused by the negligent acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the ~~sole~~ negligence of the City.

Insurance

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

A. Minimum Scope of Insurance

Consultant shall obtain insurance of the types described below:

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

B. Minimum Amounts of Insurance

Consultant shall maintain the following insurance limits:

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

C. Other Insurance Provisions

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

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

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

D. Acceptability of Insurers

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

E. Verification of Coverage

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

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

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

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

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

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

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

CITY OF BONNEY LAKE

ARC Architects

By: _____
Mayor

By: _____

Attachments:

- Exhibit A
- Exhibit B

Exhibit A - Scope of Work

This project includes development of a public works materials and storage yard off 96th Street (AKA Tank Site). This incorporates storage of public work materials, fueling station, wash rack, reuse of the city's material tent structure, new structures covering various materials, decant facility, site lighting and security fencing, landscape screening and street frontage improvements as may be required by Pierce County. ARC will investigate the potential of tapping into the peak storage tank generator for emergency site power.

The project includes the preparation of plans, specifications, and estimates (bid package). ARC will continue to work with City staff and permitting agencies to obtain the permits necessary for construction.

The project also includes a new site survey to determine the current topography and surplus soils stored on site. Also included are geo-technical investigations to help steer the structural and civil designs.

ARC will visit the site every other week to ensure the construction is advancing per the drawings. ARC will review all Requests For Information (RFI) from the General Contractor (GC), and review any change orders along with the GC's pay applications.

ARC will assist with project close out to ensure that the general contractor has provided as-built drawings, certificate of occupancy has been received and the final pay application has been fully processed.

Exhibit B – Fees

Bonney Lake Public Works Yard

Fee Calculations - SD, DD, CD, Permit, Bid, CA, Project Closeout

CONSTRUCTION COSTS

Preliminary Plan Cost Estimate - \$3,294,046

FEE CALCULATIONS (Architectural, Structural, Mechanical, Electrical)

WA State Fee Schedule July 2015 - Schedule C = 7.79% of construction - \$256,606

Architectural (minus Schematic Design 18%) -	\$135,371
Structural -	\$ 61,600
Mechanical -	\$ 10,670
Electrical -	\$ 19,250

FEE CALCULATIONS (Specialty Consultants)

Civil -	\$331,651
Landscape -	\$ 39,336
Cost Estimator -	\$ 14,080

Fee Subtotal -	\$611,958
Reimbursables -	\$ 1,000

TOTAL FEE: \$612,958

Alternate: Weekly rather than bi-weekly site visits: \$13,500 additional

Note: This assumes a 36 week construction schedule

ORDINANCE NO. D16-80

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AMENDING SECTION 12.30.010 OF THE BONNEY LAKE MUNICIPAL CODE TO AMEND THE FUTURE STREETS MAP.

WHEREAS, the City has police power to regulate access to public rights-of-way in order to maintain traffic flow and protect the safety of the motoring public; and

WHEREAS, required rights-of-way for existing and planned streets, roadways, and intersections must be protected and preserved from encroachment by land use development; and

WHEREAS, the City Council desires to adopt a single map illustrating the location of all future right-of-ways within the City.

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

Section 1. Findings of Fact and Conclusions. The City Council adopts the following findings of fact in support of its decision to adopt the amendments to the *Bonney Lake Municipal Code* (BLMC) contained in this Ordinance:

- 1) The adoption of this Ordinance is considered a non-project action as defined in WAC 197-11-704(2)(b) under the State Environmental Policy Act (SEPA).
- 2) The Community Development Director acting as the SEPA Responsible Official determined that the proposed amendment is categorically exempt from the SEPA pursuant to WAC197-11-800(19)(b).

Section 2. Section 12.30.010 “Definitions” of the Bonney Lake Municipal Code and the corresponding portion of Ordinance Nos. 1204 § 1 is hereby amended to read as follows:

12.30.010 Definitions.

The following are definitions provided for use in administering this chapter. The public works director shall have the authority to resolve questions of interpretation or conflicts between definitions.

- A. “Development” means any construction or expansion of a building, structure, or use, or any changes in the use of land governed by any part of the Bonney Lake Development Code (BLMC Titles 14, 15, 16, 17, 18, and 19).
- B. “Latecomer agreement” means an agreement authorized by RCW 35.72.010 through 35.72.040.

C. "Mapped street" means a future public road as designated on the Future Road Maps adopted as Exhibit A to Ordinance ~~4526~~ D16-80 including any subsequent amendments by the City Council.

Section 2. Severability. If any one or more section, subsection, or sentence of this ordinance is held to be unconstitutional or invalid, such decision shall not affect the validity of the remaining portion of this ordinance and the same shall remain in full force effect.

Section 3. Effective Date. This ordinance shall take effect five (5) days after its passage, approval and publication as required by law.

PASSED BY THE CITY COUNCIL this _____ day of _____, 2016.

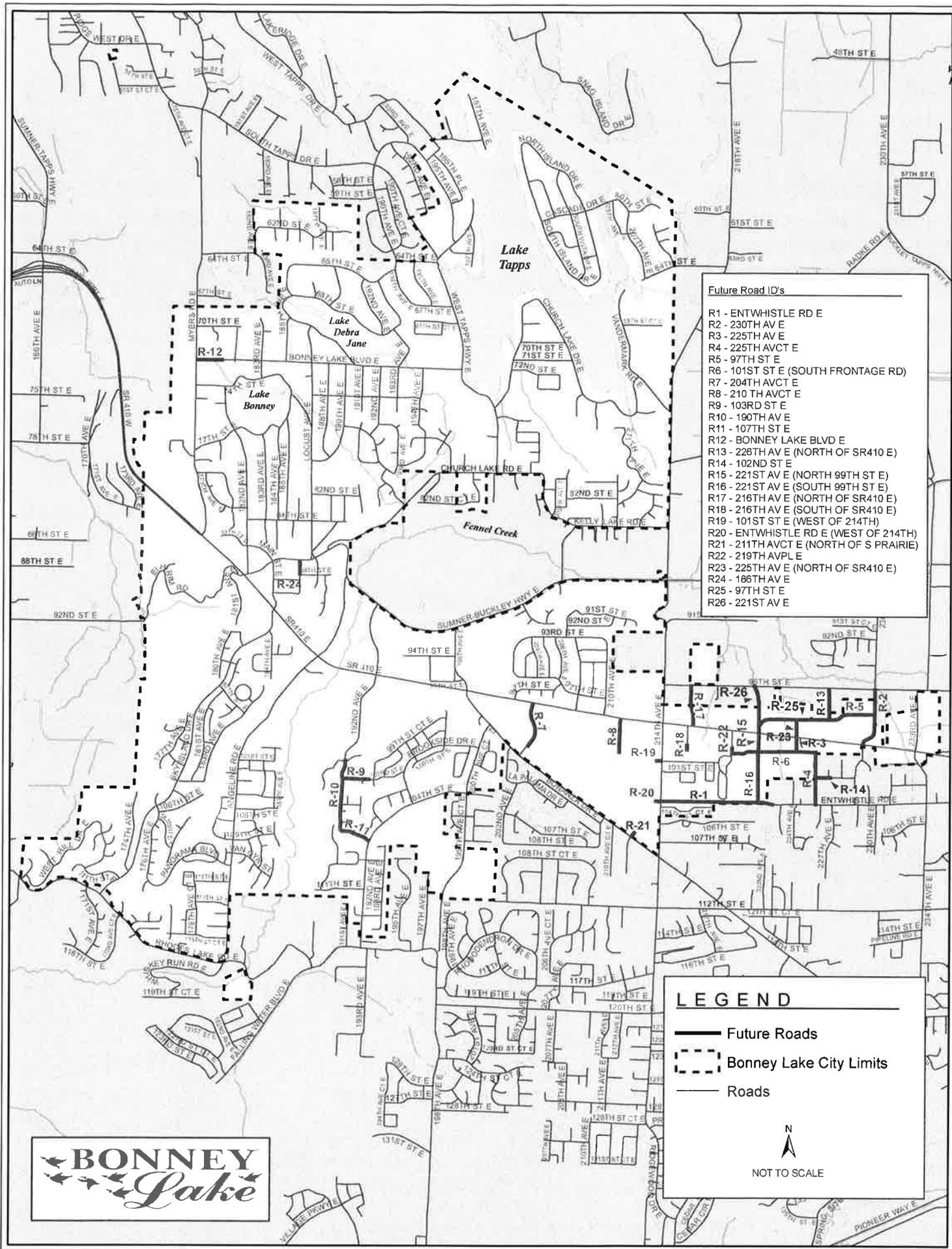
Neil Johnson, Jr., Mayor

AUTHENTICATED:

Harwood T. Edvalson, MMC, City Clerk

APPROVED AS TO FORM:

Kathleen Haggard, City Attorney



- Future Road ID's**
- R1 - ENTWHISTLE RD E
 - R2 - 230TH AV E
 - R3 - 225TH AV E
 - R4 - 225TH AVCT E
 - R5 - 97TH ST E
 - R6 - 101ST ST E (SOUTH FRONTAGE RD)
 - R7 - 204TH AVCT E
 - R8 - 210 TH AVCT E
 - R9 - 103RD ST E
 - R10 - 190TH AV E
 - R11 - 107TH ST E
 - R12 - BONNEY LAKE BLVD E
 - R13 - 226TH AV E (NORTH OF SR410 E)
 - R14 - 102ND ST E
 - R15 - 221ST AV E (NORTH 99TH ST E)
 - R16 - 221ST AV E (SOUTH 99TH ST E)
 - R17 - 216TH AV E (NORTH OF SR410 E)
 - R18 - 216TH AV E (SOUTH OF SR410 E)
 - R19 - 101ST ST E (WEST OF 214TH)
 - R20 - ENTWHISTLE RD E (WEST OF 214TH)
 - R21 - 211TH AVCT E (NORTH OF S PRAIRIE)
 - R22 - 219TH AVPL E
 - R23 - 225TH AV E (NORTH OF SR410 E)
 - R24 - 186TH AV E
 - R25 - 97TH ST E
 - R26 - 221ST AV E

LEGEND

-  Future Roads
-  Bonney Lake City Limits
-  Roads



NOT TO SCALE





Community Development Department Briefing Memorandum

Date: March 11, 2016
To: City Council
From: Jason Sullivan – Senior Planner
Re: Future Street Map Amendments

PURPOSE:

The purpose of this memorandum is to brief the City Council on three amendments to the Future Roads Map adopted in BLMC 12.30.010.

ATTACHMENT

1. Update Eastown Roads Map

BACKGROUND:

On October 27, 2015, the City Council adopted a Future Roads Map and amended BLMC 12.30.010 to include this map as part of the definition of mapped streets. Identifying future roadways is critical to ensuring that the City can require development to preserve or dedicate these corridors, if the roads are not built concurrently with development.

DISCUSSION:

Since the adoption of the Future Roads Map, City staff has continued to monitor the need for these roads as development is considered or proposed. Staff is recommending the following three amendments be made to the Future Roads Map:

- 1. Removal of the 101st Street East (Southern Frontage Road) between 219th Avenue East to 214th Avenue East.**

Staff is recommending that this portion of the frontage road be deleted due to existing turning conflicts at the intersection of 214th Avenue East and the entrance to the mobile home parks along 101st Street East (Private). During the day, the left turn pocket from 214th Avenue East onto 101st Street East (Private) backs up into the turning lane to the north. This problem will

potential become worse with the development of WSU residential as the development will have an access point at 101st Street East also. It is staff's opinion that directing the traffic to the future signal at Entwistle Road East and 214th Avenue East via 221st Avenue East would prevent future conflicts while still providing a secondary route that lessens traffic along SR-410.

Additionally, as part of this amendment 216th Avenue East would terminate just past the Mazatlán restaurant at the northern property line of the Swift property. This would still provide access from SR-410 to the Swift property, but would prevent the property from being bisected by a road making the property more developable.

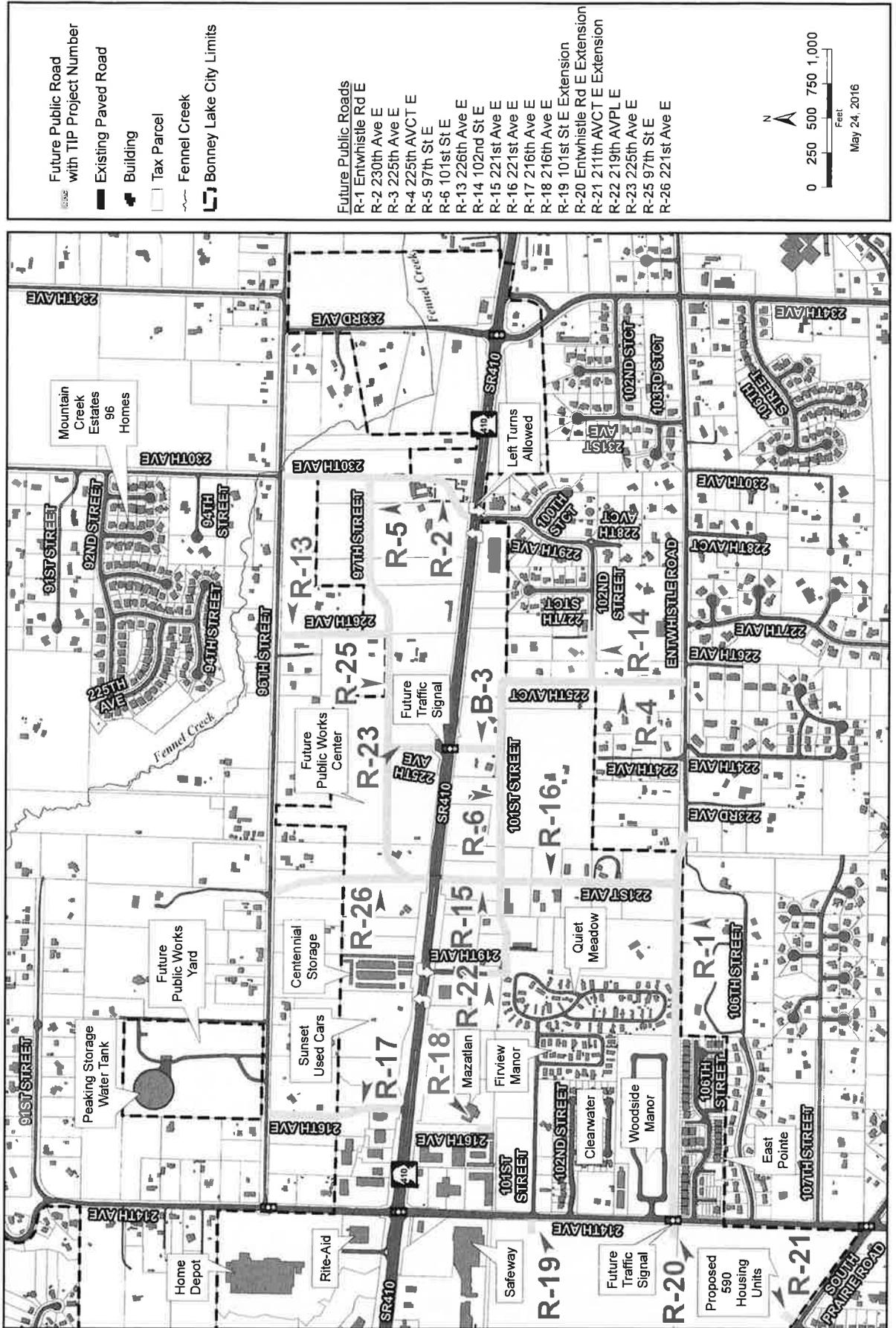
2. Removal of the 226th Avenue East between 97th Street East to 101st Street East.

Due to movement of the 225th Avenue East traffic signal intersection further east, the signal would be too close to the future 226th Avenue East. The proximity of the two intersection would interfere with a future right hand turn on to 225th Avenue East from westbound traffic on SR-410. It is staff's opinion that the City should remove the southern part of 226th Avenue East as a mapped street to prevent this future conflict.

3. Extend 102nd Street to connect to 225th Avenue Court East.

Extending 102nd Street to 225th Avenue Court East will provide access to the future traffic signal at 225th Avenue East to the neighborhoods to the east. Currently, access to these neighborhoods is provided via an unsignalized intersection along SR-410. This additional road way would provide an alternative route, which could lessen left hand turns across SR-410 at an unsignalized intersection.

Easttown Future Public Roads



Action Item #6

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

Department/Staff Contact: PW / John Woodcock	Meeting/Workshop Date: 28 June 2016	Agenda Bill Number: AB16-83
Agenda Item Type: Resolution	Ordinance/Resolution Number: 2539	Councilmember Sponsor: Donn Lewis

Agenda Subject: Adoption of the 2017-2022 Six Year Transportation Improvement Program

Full Title/Motion: n/a

Administrative Recommendation:

Background Summary: The City Council will conduct a Public Hearing on June 14, 2016 for the 6-Year Transportation Program. RCW 35.77.010 requires an annual public hearing for any updates to the local 6 Year Transportation Improvement Program (TIP) in order to be eligible for most grant funding. The adoption of the the TIP is scheduled for the June 28, 2016 Council Meeting and CDC review on June 7, 2016.

Attachments: 2017-2022 Six Year Transportation Improvement Program, Resolution

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: 7 June 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): 14 June 2016
Meeting Date(s): _____ Tabled to Date: _____

APPROVALS

Director: <i>Dan Grigsby, P.E.</i>	Mayor: <i>Neil Johnson Jr.</i>	Date Reviewed by City Attorney: (if applicable)
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RESOLUTION NO. 2539

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE,
PIERCE COUNTY, WASHINGTON, ADOPTING A SIX-YEAR
TRANSPORTATION IMPROVEMENT PROGRAM (2017-2022).**

WHEREAS, City officials are directed by RCW 35.77.010 to adopt a 6-Year Transportation Program (TIP); and

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

WHEREAS, a public hearing was held on June 14th, 2016 with subsequent City Council discussion and direction.

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

Adopts the Six-Year Transportation Improvement Program for the years 2017-2022 to be approved as a guide for the improvement of the streets of the City of Bonney Lake.

PASSED BY THE CITY COUNCIL this 28th day of June, 2016.

Neil Johnson Jr., Mayor

ATTEST:

Harwood T. Edvalson, CMC
City Clerk

APPROVED AS TO FORM:

Kathleen Haggard, City Attorney

CITY OF BONNEY LAKE

Six Year Transportation Improvement Program (2017-2022)

Project categories

Category A – Intersection Improvements (\$4,510,000)

Traffic signalization and channelization improvements at intersections. Category A improvements may be funded by Transportation Impact Fees (TIF), Real-estate Excise Taxes (REET), Gas Taxes, WSDOT, federal or state grants, loans, bonds, developer mitigation, and/or Operating Revenue (COR) funds.

Category B - Roadway Major Improvements (\$30,500,680)

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

The project phases are as follows:

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

Category C - Road Reconstruction, Overlay, Chip Seal, Sidewalk (\$3,702,000)

Roadway maintenance and/or reconstruction of existing pavement with minor drainage, shoulder improvements, signing and channelization, and new sidewalks. Category C projects may be funded by state/federal grant or loan funds, state-shared gas taxes, City operating revenues, developer contributions, SEPA mitigation, and in some cases traffic impact fees.

Category D - Transportation Studies (\$200,000)

Transportation or traffic studies include traffic modeling, comprehensive and subarea transportation planning. Category D projects may be funded by state/federal grant or loan funds, City operating revenues, developer contributions, or SEPA mitigation.

Category E - Trail Projects (\$5,950,000)

Non-motorized transportation facilities including walking trails, bicycle routes, and sidewalk facilities to the enhance pedestrian and bicycle safety and mobility. Category E improvements may be funded by Park Impact Fees (PIF), Real-estate Excise Taxes (REET), federal or state grants/loans, bonds, developer mitigation, current operating revenues (COR), and in some cases traffic impact fees.

Six Year Transportation Improvement Program

This is the current list of transportation improvements intended to satisfy the requirements of RCW 35.77. It is not necessarily an exclusive list of transportation-related projects contemplated by the City. Other transportation projects may be identified in additional planning or operating documents of the City, including the City's Comprehensive Plan (community mobility element), long range financial planning model, and adopted budgets of the City. Current revenues are available for very few projects on the list.

Category "A" – Intersection Improvements

No.	Project description	Funding Source	Estimated Cost
A - 1	SR 410 at 204 th Avenue (New signal and additional turn lanes with connectivity from 192 nd to 214 th Ave. With project B-1.)	Dev/TIF/COR	\$ 750,000
A - 2	SR 410 at 225 th Avenue (New signal and additional turn lanes.)	Utility SDC's	\$ 750,000
A - 3	SR 410 at 214 th Ave (Signal upgrade and additional left turn lane on SR 410, 214 th Ave. E widening with project B-3.)	Dev/TIF/Grant	\$ 750,000
A - 4	Veterans Memorial Drive at Angeline Rd E (New signal, additional turn lanes, sidewalk connection to Locust Avenue with project B-4.)	Dev/TIF/REET	\$ 520,000
A - 5	Church Lake Rd at West Tapps HWY E (New signal and additional turn lanes)	Dev/TIF/REET	\$ 580,000
A - 6	SR 410 at 192 nd Ave. Phase 1-A (New signal arm and additional turn lanes on South side of intersection. Walmart entrance off 192 nd Ave. will be removed.)	TIF/Dev/Grant	\$ 410,000
A - 7	214 th Ave and Entwhistle Road (New signal and turn lanes)	Developer	\$750,000
Category "A" Total			<u>\$ 4,510,000</u>

Six Year Transportation Improvement Program

Category "B" Roadway Major Improvements

No.	Project description	Funding Sources	Estimated Cost
B - 1	SR 410 at 204 th Avenue E (ROW, sidewalks, stormwater, road widening to city standards with connectivity from 192 nd to 214 th Ave. With project A-1)	Developer	\$ 2,750,000
B - 2	Myers Road from SR 410 to 81 st Street (Install 1,000 ft of soldier pile retaining wall with sidewalk)	Grant	\$2,000,000
B - 3	214 th from 96 th St E to So. City Limits (Widen to 5 lanes, upgrade signal at 96 th St. - with project A-3)	Dev/TIF/COR	\$3,850,000
B - 4	Veterans Memorial Drive at Angeline Rd E (Additional turn lanes, sidewalk connection to Locust Ave., guardrails – with project A-4)	Dev/TIF/REET	\$ 850,000
B - 5	216 th Avenue – North Side - Eastown	COR/REET	\$1,045,000
B - 6	216 th Avenue – South Side - Eastown	COR/REET	\$264,000
B - 7	219 th Avenue – South Side - Eastown	Developer	\$545,600
B - 8	221 st Avenue – North Side – Eastown	COR/REET/Dev	\$1,190,200
B - 9	221 st Avenue – South Side - Eastown	COR/REET/Dev	\$1,531,200
B - 10	225 th Avenue – North Side – Eastown	COR/REET/Dev	\$352,000
B - 11	225 th Avenue – South Side - Eastown	COR/REET/Dev	\$308,000
B - 12	225 th Ave. Ct. – South Side - Eastown	COR/REET/Dev	\$1,358,500
B - 13	226 th Avenue – North Side – Eastown	COR/REET/Dev	\$1,856,800
B - 14	226 th Avenue – South Side - Eastown	COR/REET/Dev	\$440,000
B - 15	229 th /230 th Ave. – North Side – Eastown	COR/REET/Dev	\$1,378,080
B - 16	Entwhistle Road – South Side - Eastown	COR/REET/Dev	\$2,489,300

B – 17 Northern Frontage Rd (97 th St.) – Eastown	COR/REET/Dev	\$2,569,600
B – 18 Southern Frontage Rd (101 st St.) - Eastown	COR/REET/Dev	\$3,722,400
B – 19 Northern Public Road Stormwater Facility (Various locations)	COR/REET/Dev	\$1,000,000
B – 20 Southern Public Road Stormwater Facility (Various locations)	COR/REET/Dev	\$1,000,000

Category “B” Total \$30,500,680

Note: North Side and South Side indicates which side of SR 410 the road section is located on.

Six Year Transportation Improvement Program

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

Year	Project description	Funding Source	Estimated Cost (+/-)
2017			
	Street Reconstruction Program	COR/Gas Tax/REET	\$115,000
	Street Overlay Program	COR/Gas Tax/REET	\$115,000
	Street Chip Seal Program (Seven Miles)	COR/Gas Tax/REET	\$232,000
	Sidewalk Improvements	COR/Gas Tax/REET	\$115,000
2018			
	Street Reconstruction Program	COR/Gas Tax/REET	\$118,000
	Street Overlay Program	COR/Gas Tax/REET	\$118,000
	Street Chip Seal Program (Seven Miles)	COR/Gas Tax/REET	\$239,000
	Sidewalk Improvements	COR/Gas Tax/REET	\$118,000
2019			
	Street Reconstruction Program	COR/Gas Tax/REET	\$121,000
	Street Overlay Program	COR/Gas Tax/REET	\$121,000
	Street Chip Seal Program (Seven Miles)	COR/Gas Tax/REET	\$246,000
	Sidewalk Improvements	COR/Gas Tax/REET	\$121,000
2020			
	Street Reconstruction Program	COR/Gas Tax/REET	\$124,000
	Street Overlay Program	COR/Gas Tax/REET	\$124,000
	Street Chip Seal Program (Seven Miles)	COR/Gas Tax/REET	\$253,000
	Sidewalk Improvements	COR/Gas Tax/REET	\$124,000
2021			
	Street Reconstruction Program	COR/Gas Tax/REET	\$127,000
	Street Overlay Program	COR/Gas Tax/REET	\$127,000
	Street Chip Seal Program (Seven Miles)	COR/Gas Tax/REET	\$260,000
	Sidewalk Improvements	COR/Gas Tax/REET	\$127,000
2022			
	Street Reconstruction Program	COR/Gas Tax/REET	\$130,000
	Street Overlay Program	COR/Gas Tax/REET	\$130,000
	Street Chip Seal Program (Seven Miles)	COR/Gas Tax/REET	\$267,000
	Sidewalk Improvements	COR/Gas Tax/REET	\$130,000
Category "C" Total			<u>\$ 3,702,000</u>

Six Year Transportation Improvement Program

Category "D" Transportation Studies

Year	Project description	Funding Source	Estimated Cost
2021	Update Mobility Plan (update City wide demographics, traffic counts, and Traffic Model)	Grant/COR	\$200,000
	Category "D" Total		<u>\$200,000</u>

Category "E" Multimodal Projects

Project description	Funding Source	Estimated Cost
Fennel Creek Trail Project		
Trailhead to Cimmar property	PIF/REET/Grant/Bond	\$450,000
Cimmar Property to Willowbrook	PIF/REET/Grant/Bond	\$3,000,000
Willowbrook to Victor Falls	PIF/REET/Grant/Bond	\$2,500,000
	Category "E" Total	<u>\$5,950,000</u>

TOTAL PROGRAM COST **\$44,862,680**

Action Item #7

City of Bonney Lake
City Council Agenda Bill (AB)

Department / Staff Member: CD/Jason Sullivan	Meeting/Workshop Date: June 14, 2016	Agenda Bill Number: AB16-84
Agenda Item Type: Resolution	Ordinance/Resolution Number: 2540	Councilmember Sponsor: Donn Lewis

Agenda Subject: Parametrix Contract Amendment – Watershed Basin Project

Full Title/Motion: A Resolution of the City Council of the City Of Bonney Lake, Pierce County, Washington, authorizing a contract amendment for Parametrix, Inc. for the preparation of the Bonney Lake Coordinated Watershed Protection and Land Use Plan Project.

Administrative Recommendation: Approve

Background Summary: On January 12, 2016, the City Council passed Resolution 2507 authorizing contracts with Parametrix and Berk for the Coordinated Watershed Protection and Land Use Plan Project. Parametrix has identified some additional unforeseen work that needs to be completed as part of the project, which is discussed in depth in the attached memo. The contract amendment would increase Parametrix’s contract by up to \$23,565.40 to cover the additional work. The funds to cover this additional work are within the approved budget for this project.

Attachments: Resolution 2540, Parametrix Contract Amendment, and Administration Briefing Memo

BUDGET INFORMATION

Budget Amount	Current Balance	Required Expenditure	Budget Balance	Fund Source
\$648,000	\$51,571	23,565.40	\$28,005.60	<input checked="" type="checkbox"/> General <input checked="" type="checkbox"/> Utilities <input checked="" type="checkbox"/> Other
Budget Explanation: Stormwater Comprehensive Plan: \$315,000; Planning Services: \$73,000; NEP Grant: \$250,000; and Engineering Services: \$10,000.				

COMMITTEE, BOARD & COMMISSION REVIEW

Council Committee: Community Development Committee	<i>Approvals:</i>	Yes	No
	Chair/Councilmember Donn Lewis	<input type="checkbox"/>	<input type="checkbox"/>
Committee Date: June 7, 2016	Councilmember James Rackley	<input type="checkbox"/>	<input type="checkbox"/>
	Councilmember Dan Swatman	<input type="checkbox"/>	<input type="checkbox"/>
Forwarded 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: _____

APPROVALS

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

RESOLUTION NO. 2540

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AUTHORIZING A CONTRACT AMENDMENT FOR PARAMETRIX, INC. FOR THE PREPARATION OF THE BONNEY LAKE COORDINATED WATERSHED PROTECTION AND LAND USE PLAN PROJECT.

WHEREAS, the City of Bonney Lake desires to amend the contract with Parametrix Inc. for additional unforeseen work that was not included in the original scope of work for the watershed protection and land use plan project.

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 amendment to the Parametrix, Inc. contract dated January 12, 2016 in the amount of \$23,565.40.

PASSED by the City Council this _____ day of June 2016.

Neil Johnson Jr., Mayor

AUTHENTICATED:

Harwood T. Edvalson, MMC, City Clerk

APPROVED AS TO FORM:

Kathleen Haggard, City Attorney

AMENDMENT NO. 1
to
PROFESSIONAL SERVICES AGREEMENT
for
Coordinated Watershed Protection and Land Use Plan

THIS AMENDMENT ("Amendment"), made and entered into this _____ day of _____, 2016, by and between the City of Bonney Lake ("City") and Parametrix, Inc. ("Consultant"), amends an earlier Agreement ("Agreement") dated January 12, 2016.

WHEREAS the City desires to amend the original Agreement;

NOW THEREFORE, it is mutually agreed that the terms, stipulations, and conditions of the original Agreement shall be binding upon the parties hereto except insofar as supplemented by this Amendment as follows:

Section 1. Scope of Work, is amended to include the additional tasks summarized in Exhibit A, Scope of Work, attached here to.

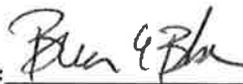
Section 3. Payment, is amended to compensate the Consultant for the additional work as summarized in Exhibit B, Budget Estimate, attached here to.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date and year written above.

CITY OF BONNEY LAKE

CONSULTANT

By: _____
Neil Johnson Jr.
Mayor

By: 
Brian E. Bunker, P.E.
Senior Consultant

Attachments:

Exhibit A, Scope of Work
Exhibit B, Budget Estimate

Exhibit A – SCOPE OF WORK

City of Bonney Lake Coordinated Watershed Protection and Land Use Plan

Amendment No. 1

INTRODUCTION

Parametrix is currently under contract to develop a coordinated watershed protection and land use plan for the City of Bonney Lake (City). In the course of developing data for use in the watershed protection plan, Parametrix discovered some critical information is missing. The following scope of services will allow Parametrix to assist the City in filling in these gaps.

SCHEDULE

Parametrix does not anticipate that this additional work will impact the previously authorized project schedule.

PHASE 02 – ADDITIONAL WORK

Task 1 – Additional Mapping

Goal

Parametrix will obtain additional survey data needed to model Lake Debra Jane and Lake Bonney.

Approach

Parametrix's approach to this task is as follows:

- Parametrix will obtain the following field data and provide an AutoCAD base map to the City so that the City's GIS data can also be updated for future use:
 - Upstream and downstream invert elevations for both lake outfalls.
 - Outfall data including pipe length, type of pipe, and details of the culvert entrances.
 - Map nearby road sections to understand the controlling topography in the vicinity of the outfalls.
 - Obtain project photos of the outfalls.

Deliverables

The deliverables for this task include:

- AutoCAD base map file including detailed data as described above for each outfall.
- Project photos of each outfall.

Task 2 – Confirmation of Basin Delineation

Goal

It was originally thought that the City's GIS data included basin delineations. However, Parametrix learned that this data was missing. Parametrix already completed additional work within the current scope of services to delineate the basins and individual catchments using available topographic mapping (no additional cost to the City for this effort). This task will allow Parametrix to investigate the catchment delineations to confirm the topographic data used for the delineations work is accurate.

Approach

Parametrix's approach to this task includes:

- Parametrix engineers will investigate and determine if adjustments need to be made to the current delineations.
- Key locations that are difficult to assess solely from the maps will be identified and passed to City staff for input and confirmation.
- One field verification day for spot confirmation will be completed.

Assumptions

The budget estimate has been prepared with the following assumptions:

- Parametrix has included up to a total of forty (40) hours for this effort, including one field day for two engineers.

Deliverables

The deliverable for this task includes updated/confirmed basin delineation mapping layers for use in modeling.

Task 3 – MGS Engineering Consultants

Goal

Parametrix intends to use the program MGS Flood to model existing conditions and to evaluate impacts from future land use changes. Parametrix's investigation and research into the existing basin conditions has revealed that several of the City's drainage basins are fairly complex and would benefit from specific improvements to the MGS Flood programming to better simulate both existing and future conditions. This task will provide up to \$8,000 for MGS Engineering, who developed the MGS Flood software program to assist Parametrix in tailoring several basin models within the City.

Approach

MGS Engineering will be available as a resource to Parametrix to review the basin models and assist in creating basin-specific models.

Assumptions

The budget estimate has been prepared with the following assumption:

- The services provided by MGS Engineering shall not exceed an amount of \$8,000.

Deliverables

No direct deliverables are proposed. Results will be documented in previously described deliverables in Task 5 of the original Scope of Work.

END OF SCOPE OF WORK

Client: City of Bonney Lake
Project: Coordinated Watershed Protection and Land Use Plan
Project No: 553-1611-073

Exhibit B
Amendment No. 1
Budget Estimate

Burdened Rates:		Labor Dollars	Labor Hours										
Phase	Task	Description	Labor Dollars	Labor Hours	Sr Consultant	Sr Engineer	Engineer IV	Project Controls Specialist	Corp Finance Project Accountant	Sr Surveyor	CADD Tech Lead	Surveyor III	Surveyor II
02		Additional Services	\$15,074.00	114	4	20	20	1	1	4	16	24	24
	01	Additional Mapping	\$8,874.00	74	4			1	1	4	16	24	24
	02	Confirm Basin Delineation	\$6,200.00	40		20	20						
	03	MGS Engineering Consultants	(see below)										
	02	EXP Expenses	(see below)										
			\$225.00										
			\$160.00										
			\$150.00										
			\$104.00										
			\$125.00										
			\$115.00										
			\$100.00										

SUBCONSULTANTS

Subconsultant Name	Amount
MGS Engineering Consultants Inc	\$8,000.00
Subconsultant Total:	\$8,000.00

DIRECT EXPENSES:

Description	Amount
Mileage	\$86.40
Survey Equipment Public	\$405.00
Expense Total:	\$491.40

Project Total:	\$23,565.40
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City of Bonney Lake, Washington
City Council Agenda Bill (AB)

Action Item #8

Department/Staff Contact: PW / John Woodcock	Meeting/Workshop Date: 14 June 2016	Agenda Bill Number: AB16-85
Agenda Item Type: Resolution	Ordinance/Resolution Number: 2541	Councilmember Sponsor: Randy McKibbin

Agenda Subject: Approve Construction Management, survey and staking Contract with KPG for 186th Ave Corridor Project

Full Title/Motion: A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Approve Construction Management, Survey And Staking Contract With KPG For 186th Ave Corridor Project.

Administrative Recommendation:

Background Summary: On May 24, 2016 Council awarded the 186th Corridor Improvement Project to Sanders General Construction LLC for \$1,138,457.76. The Construction Engineering element was approved for \$50,000 which is used to address cover survey, staking, engineering support and geotechnical efforts for soil and asphalt compaction. KPG will supply construction survey staking, engineering support and record drawings under the attached contract for \$39,975.

Attachments: Contract, Resolution, PSA, Map

BUDGET INFORMATION

Budget Amount	Current Balance	Required Expenditure	Budget Balance	Fund Source
\$2,700,000	\$1,265,080	\$1,265,080	\$0	<input checked="" type="checkbox"/> General
\$105,000	\$105,000	\$105,000	\$0	<input type="checkbox"/> Utilities
Total = \$2,805,000	\$1,370,080	\$1,370,080	\$0	<input checked="" type="checkbox"/> Other

Budget Explanation: Street 301.034.032.595.30.63.01 - Construction, Downtown 186th Ave. Corridor (\$2,700,000)

Street Operations 301.000.042.595.61.63.10 - Sidewalk Improvements (\$105,000)

Construction contract amount: \$1,138,457.76 plus 8.8% Contingency: \$100,380.24 plus 4.4%

Construction Engineering: \$50,000 plus Sch 74: \$36,144 plus Street lights: \$45,098 = Total: \$1,370,080

Revenue: Renwood Mitigated Funds, Transportation Impact Fees

COMMITTEE, BOARD & COMMISSION REVIEW

Council Committee Review:	Community Development <i>Approvals:</i>		Yes	No
	Date: 7 June 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:

COUNCIL ACTION

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

APPROVALS

Director:	Mayor:	Date Reviewed
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Dan Grigsby, P.E.

Neil Johnson Jr.

by City Attorney:
(if applicable)

RESOLUTION NO. 2541

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, WASHINGTON, APPROVING CONSTRUCTION MANAGEMENT FOR SURVEY STAKING CONTRACT WITH KPG ENGINEERS FOR THE 186TH CORRIDOR IMPROVEMENTS PROJECT.

WHEREAS, the City Council approved Resolution 2303 on 14 May 2013 for a Developer Agreement with the Renwood LLC. This agreement requires offsite street improvements to mitigate the impact of the Renwood development on surrounding streets; and,

WHEREAS, on August 12, 2014 the City Council authorized the Mayor to sign the 100% design contract with KPG Engineering in the amount of \$283,523; and,

WHEREAS, the City opened bids on May 18, 2016 and has determined Sanders General Construction LLC, the apparent low bidder to be “responsive” in their bid submittal and a “responsible” contractor therefore making them the approved low bidder for \$1,138,457.76; and,

WHEREAS, on May 24, 2016 the City Council authorized the Mayor to sign the contract with Sanders General Construction LLC as well as authorize 8.8% for Construction Contingency in the amount of \$100,380.24 as well as 4.4% for Construction Engineering in the amount of \$50,000 based on the contract bid amount; and,

WHEREAS, KPG Engineering will provide Construction Engineering in the form of construction survey, staking, and submittal reviews, and record drawings for \$39,975,

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

That the City of Bonney Lake Council does hereby authorize the Mayor to sign the attached contract with KPG Engineers in the amount of \$39,975 which includes tax.

PASSED BY THE CITY COUNCIL this 14th day of June, 2016.

Neil Johnson, Jr., Mayor

ATTEST:

Harwood T. Edvalson, MMC, City Clerk

APPROVED AS TO FORM:

Kathleen Haggard, City Attorney

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 2016, by and between the City of Bonney Lake ("City") and _____ KPG, Inc. ("Consultant").

The parties hereby agree as follows:

1. **Scope of Work.** The Consultant shall perform all work and provide all materials described in the Scope of Work set out in Exhibit A attached hereto and incorporated herein by this reference. Such work shall be performed using facilities, equipment and staff provided by Consultant, and shall be performed in accordance with all applicable federal, state and local laws, ordinances and regulations. The Consultant shall exercise reasonable care and judgment in the performance of work pursuant to this Agreement. The Consultant shall make minor changes, amendments or revisions in the detail of the work as may be required by the City, such work not to constitute Extra Work under this Agreement.

2. **Ownership of Work Product.** Documents, presentations and any other work product produced by the Consultant in performance of work under this Agreement shall be tendered to the City upon completion of the work, and all such product shall become and remain the property of the City and may be used by the City without restriction; *provided*, that any such use by the City not directly related to the particular purposes for which the work product was produced shall be without any liability whatsoever to the Consultant.

3. **Payment.** The Consultant shall be paid by the City for completed work and services rendered under this Agreement pursuant to the rates and charges set out in Exhibit B, attached hereto and incorporated herein by this reference. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work. All billings for compensation for work performed under this Agreement shall list actual time and dates during which the work was performed and the compensation shall be figured using the rates set out in Exhibit B; *provided*, that payment for work within the Scope of Work (Exhibit A) shall not exceed the fee/hour estimate set out in Exhibit B without written amendment to this Agreement, agreed to and signed by both parties.

Acceptance of final payment by the Consultant shall constitute a release of all claims, related to payment under this Agreement, which the Consultant may have against the City unless such claims are specifically reserved in writing and transmitted to the City by the Consultant prior to acceptance of final payment. Final payment shall not, however, be a bar to any claims that the City may have against the Consultant or to any remedies the City may pursue with respect to such claims.

The Consultant and its sub consultants shall keep available for inspection, by the City, for a period of three years after final payment, the cost records and accounts pertaining to this Agreement and all items related to, or bearing upon, such records. If any litigation, claim or audit is started before

the expiration of the three-year retention period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved. The three-year retention period shall commence when the Consultant receives final payment.

4. **Changes in Work.** The Consultant shall make all revisions and changes in the work completed under this Agreement as are necessary to correct errors, when required to do so by the City, without additional compensation.

5. **Extra Work.** The City may desire to have the Consultant perform work or render services in addition to or other than work provided for by the expressed intent of the Scope of Work. Such work will be considered Extra Work and will be specified in a written supplement which will set forth the nature and scope thereof. Work under a supplement shall not proceed until authorized in writing by the City. Any dispute as to whether work is Extra Work or work already covered by this Agreement shall be resolved before the work is undertaken. Performance of the work by the Consultant prior to resolution of any such dispute shall waive any claim by the Consultant for compensation as Extra Work.

6. **Employment.** Any and all employees of Consultant, while engaged in the performance of any work or services required by the Consultant under this Agreement, shall be considered employees of the Consultant only and not of the City, and any and all claims that may or might arise under the Workman's Compensation Act on behalf of said employees, while so engaged; any and all taxes arising out of Consultant's or Consultant's employees' work under this Agreement; and any and all claims made by a third party as a consequence of any acts, errors, or omissions on the part of the Consultant's employees, while so engaged, shall be the sole obligation and responsibility of the Consultant, except as provided in Section 12 of this agreement. The Consultant's relation to the City shall at all times be as an independent contractor.

7. **Nondiscrimination and Legal Compliance.** Consultant agrees not to discriminate against any client, employee or applicant for employment or for services because of race, creed, color, national origin, marital status, gender, age or handicap except for a bona fide occupational qualification with regard to, but not limited to, the following: employment upgrading; demotion or transfer; recruitment or any recruitment advertising; layoff or termination; rates of pay or other forms of compensation; selection for training; and rendition of services. The consultant represents and warrants that it is in compliance with and agrees that it will remain in compliance with the provisions of the Immigration Reform and Control Act of 1986, including but not limited to the provisions of the Act prohibiting the hiring and continued employment of unauthorized aliens and requiring verification and record keeping with respect to the status of each of its employees' eligibility for employment. The consultant shall include a provision substantially the same as this section in any and all contracts with sub consultants performing work required of the contractor under this contract. The consultant agrees to indemnify and hold the City harmless from any and all liability, including liability for interest and penalties, the City may incur as a result of the consultant failing to comply with any provisions of the Immigration Reform and Control Act of 1986. Consultant understands and agrees that if it violates this section, this Agreement may be terminated by the City, and that Consultant shall be barred from performing any services for the

City in the future unless and until a showing is made satisfactory to the City that discriminatory practices have terminated and that recurrence of such action is unlikely.

8. **Term.** This Agreement shall become effective upon the day of its execution by both parties, and shall terminate upon completion of the work and delivery of all materials described in Exhibit A.

9. **Termination by City.** The City may terminate this Agreement at any time upon not less than ten (10) days written notice to Consultant, subject to the City's obligation to pay Consultant in accordance with subsections A and B below.

A. In the event this Agreement is terminated by the City other than for fault on the part of the Consultant, a final payment shall be made to the Consultant for actual cost of work complete at the time of termination of the Agreement. In addition, the Consultant shall be paid on the same basis as above for any authorized Extra Work completed. No payment shall be made for any work completed after ten (10) days following receipt by the Consultant of the termination notice. If the accumulated payment(s) made to the Consultant prior to the termination notice exceeds the total amount that would be due as set forth in this subsection, then no final payment shall be due and the Consultant shall immediately reimburse the City for any excess paid.

B. In the event the services of the Consultant are terminated by the City for fault on the part of the Consultant, subsection A of this section shall not apply. In such event the amount to be paid shall be determined by the City with consideration given to the actual costs incurred by the Consultant in performing the work to the date of termination, the amount of work originally required which was satisfactorily completed to date of termination, whether that work is in a form or of a type which is usable by the City at the time of termination, the cost to the City of employing another person or firm to complete the work required and the time which may be required to do so, and other factors which affect the value to the City of the work performed at the time of termination. Under no circumstances shall payment made under this subsection exceed the amount which would have been made if subsection A of this section applied.

C. In the event this Agreement is terminated prior to completion of the work, the original copies of all work products prepared by the Consultant prior to termination shall become the property of the City for its use without restriction; *provided*, that any such use by the City not directly related to the particular purposes for which the work product was produced shall be without any liability whatsoever to the Consultant.

10. **Termination by Consultant.** Consultant may terminate this Agreement only in response to material breach of this Agreement by the City, or upon completion of the work set out in the Scope of Work and any Extra Work agreed upon by the parties.

11. **Applicable Law; Venue.** The law of the State of Washington shall apply in interpreting this Agreement. Venue for any lawsuit arising out of this Agreement shall be in the Superior Court of the State of Washington, in and for Pierce County.

12. Indemnification / Hold Harmless

Consultant shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees arising out of or resulting from the negligent acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City. In the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

Insurance

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

A. Minimum Scope of Insurance

Consultant shall obtain insurance of the types described below:

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

B. Minimum Amounts of Insurance

Consultant shall maintain the following insurance limits:

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

C. Other Insurance Provisions

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

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

D. Acceptability of Insurers

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

E. Verification of Coverage

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

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

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

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

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

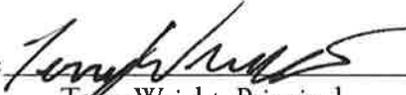
17. **Execution and Acceptance.** This Agreement may be executed in several counterparts, each of which shall be deemed to be an original having identical legal effect. The Consultant hereby ratifies and adopts all statements, representations, warranties, covenants, and agreements contained in the supporting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

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

CITY OF BONNEY LAKE

CONSULTANT

By: _____
Neil Johnson Jr., Mayor

By: 
Terry Wright, Principal

Attachments:

Exhibit A: Scope of Work

Exhibit B: Rates

EXHIBIT A

City of Bonney Lake 186th Corridor Improvements Construction Staking

KPG
Scope of Work
May 31, 2016

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

Task 1.0 - Management/Submittals/Record Drawings

This task covers the effort required to manage the contract and provide administrative services, including review of critical submittals and assembling record drawings.

Task 2.0 - Owner-Provided Surveying

Scheduling Survey Staking

1. A minimum notice of 2 working days shall be required for staking requests to start.
2. All staking requests shall be in writing on a form provided by the Owner. Staking shall be consistent with acceptable practices.
3. Staking increments shall be for a minimum of one full day.

Roadway and Utility Surveys

Staking for the installation of utilities and for the construction of the roadway and other facilities will be provided by the Owner as follows:

Demolition: Limits of demolition, clearing and grubbing limits will be as shown on Site Preparation and TESC Plans. Construction centerline will be staked at 50-foot stations at an offset location satisfactory to the Contractor. The Contractor will then mark the location of the clearing limits and outer limits of all hard surface improvement to be removed. The Engineer will review these limits in the field and make necessary adjustments to fit field conditions. No removal shall begin until removal limits have been approved by the Engineer.

Water Systems: No staking will be provided for water system related Work.

Storm Drains: Storm sewer catch basins, manholes, and yard drains will be staked for line and grade. Lines connecting storm structures will be staked for line and grade and cut sheets provided. Double offset stakes will be provided for storm structures. Line stakes will be provided at 100-foot stations. Connection points to existing storm drain pipes will not be staked.

Filterra Units: The Filterra units will be staked at center of curb inlet at face of structure. Associated pipes will not be staked.

Roadway Subgrade: The proposed construction centerline finished grade will be staked for line and grade at all vertical angle points and 100-foot stations at an offset approved by the Contractor. The Contractor shall determine subgrade, surfacing, and finished grades and provide grading hubs on centerline and curb lines based on the finished grade centerline staking. The Contractor will be responsible for projecting the offset hub to centerline and the outer limits of subgrade.

Pavement Markings and Signs: Pavement markings and signs will not be surveyed. Contractor shall spot locations of all pavement markings and signs in the field and obtain approval by the City prior to placement.

Curbs and gutter: Offsets will be to top back of curb or flow line. Stakes will be provided at 50-foot stations in tangent sections; 25-foot stations in curves; $\frac{1}{4}$, $\frac{1}{2}$, and $\frac{3}{4}$ stations at returns; and for the grading points shown on the plans. Curb stakes will be staked two times, one for subgrade and placement of surfacing and one for final placement of the curb. Vertical alignment of the curb shall be determined as required by the Plans and Special Provisions

Curb Ramps: Centerline of curb ramp cuts will be staked for position. Contractor shall be responsible for locating all other points required for construction of curb ramps. Pedestrian curbs will not be staked.

Driveway Approaches: Centerline of driveway cuts will be staked for position. Contractor shall be responsible for locating all other points required for construction of driveway approaches.

Retaining Walls: Proposed wall locations shall be determined based off location of curb and gutter stakes. Separate staking showing cut or fill information will not be provided.

Sidewalk Grade: Back of sidewalk stakes will be set for horizontal locations where sidewalk deviates from the Typical Section.

Cluster Box Unit (CBU) Mailboxes, Tree Wells, and Luminaire Foundations: Centerline at face of curb will be staked. Offsets shall be determined by the Contractor based on the details in the Plans.

Utility Vaults and Pedestals: Location points for utility vaults and pedestals associated with the Joint Utility Trench will be staked for horizontal location at center of vault or pedestal. Horizontal and vertical location of back of walk or face of curb will be staked at utility vault and pedestal locations. The Contractor shall adjust vault and pedestal locations as required to be in line with proposed improvements. The Contractor shall set vertical location based off of face of curb or back of walk elevation.

Joint Utility Trench: Horizontal location of centerline of Joint Utility Trench will be staked at angle points and 50-foot centers. Vertical elevations of proposed utilities will be provided where they cross the JUT.

All other required staking shall be provided by the Contractor. The expense of contractor-provided survey shall be included in the lump sum bid item for "Mobilization".

In addition to the requirements of Section 1-05 of the Standard Specifications, the following shall apply:

- All staking of curb lines will be to flow-line. Contractor shall determine top of curb elevations if needed.
- All stakes shall be set one time only, unless specified otherwise above. Replacement shall be paid for by the Contractor and will be deducted from monies due to the Contractor.
- Offset hubs will be set one time at each location. The same offset hubs will be used for centerline subgrade, roadway courses, and curbs. Separate offset hubs will be provided for all other improvements as described above. The Contractor shall not disturb hubs that will be used for multiple improvements. A separate cut sheet will be provided for each improvement referenced to the offset hubs.
- It is the Contractor's responsibility to place all grading hubs based on the information provided on the cut sheets from the offset hubs.

Monument Positions

The Owner will be responsible for perpetuating and documenting existing monuments in compliance with the Application for Permit to Remove or Destroy a Survey monument (WAC 332-120).

Contractor shall provide the City with a minimum 5 working day written notice when the Contractor believes that removal of an existing monument is required to complete the work, to give the City sufficient time to reference the monument for reinstallation.

If existing monuments are disturbed by the Contractor without approval, and prior to referencing, said monuments will be reset by the City and all associated costs will be borne solely by the Contractor.

EXHIBIT B

CLIENT: City of Bonney Lake
PROJ NAME: 186th Corridor Improvements Construction Staking
DATE: May 31, 2016

SUMMARY OF STAFF LABOR HOURS REQUIRED BY TASK									
TASK NO.	TASK DESCRIPTION	Classification						Total Hours	Task Total
		Project Manager /Survey Manager	Prof. Engineer Senior LA PLS	Engineer Tech. LA Tech. Survey Tech.	Project Surveyor, PLS	Survey Crew	Project Coordinator		
		170.37	113.00	90.00	124.17	151.95	68.79	156.82	
1.0	Management/Submittals/Record Drawings								
	Task 1 Hours =	4.0	14.0				2.0		20
2.0	Construction Staking								
	Task 2 Hours =			84.0	33.0	168.0			285
OTHER DIRECT COSTS									
	Other Direct Costs								
	Hours	4.0	14.0	84.0	33.0	168.0	2.0		305
	Total	\$681	\$1,582	\$7,560	\$4,098	\$25,528	\$138		
TOTALS								KPG DESIGN SERVICES LABOR TOTAL =	\$39,586

EXHIBIT B

**OTHER DIRECT COSTS
EXPENSE ESTIMATE**

DATE: May 31, 2016

CLIENT: City of Bonney Lake
 PROJ NAME: 186th Corridor Improvements Construction Staking

EXPENSE ITEM	Cost	/ Unit	Qty	Total
Travel - Mileage	0.555	\$ / mile	700	\$389
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
Blue-line 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 Utility Pot Holes	-	estimate	LS	-
Title Reports	400.00	\$ea	0	\$0
Outside Reproduction	-	estimate	LS	-
Total KPG In-House Expense =				\$389

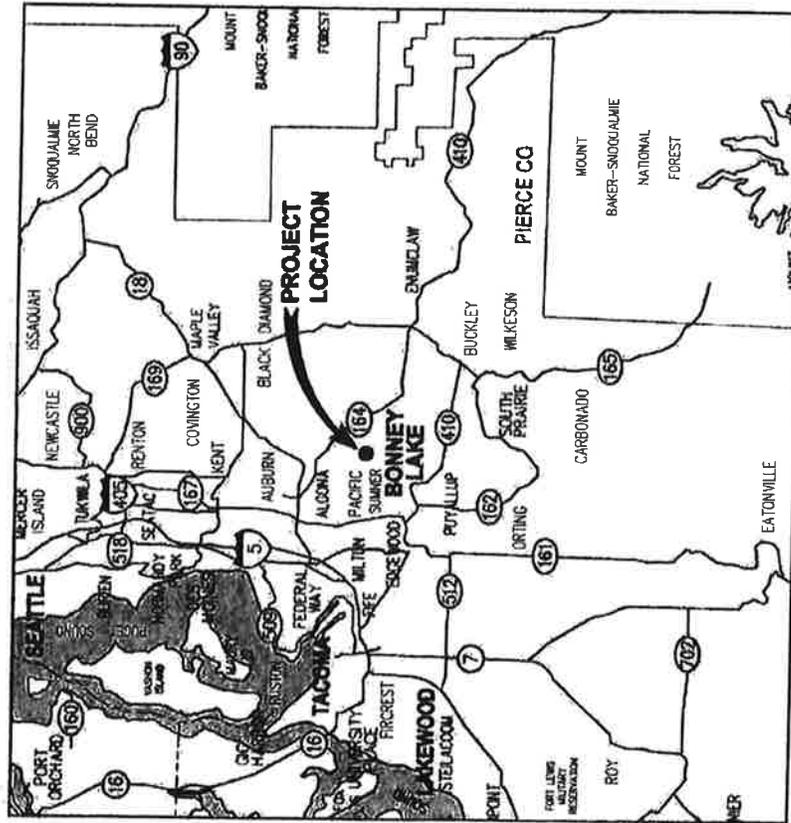
EXHIBIT B

CLIENT: City of Bonney Lake
 PROJ NAME: 186th Corridor Improvements Construction Staking
 DATE: May 31, 2016

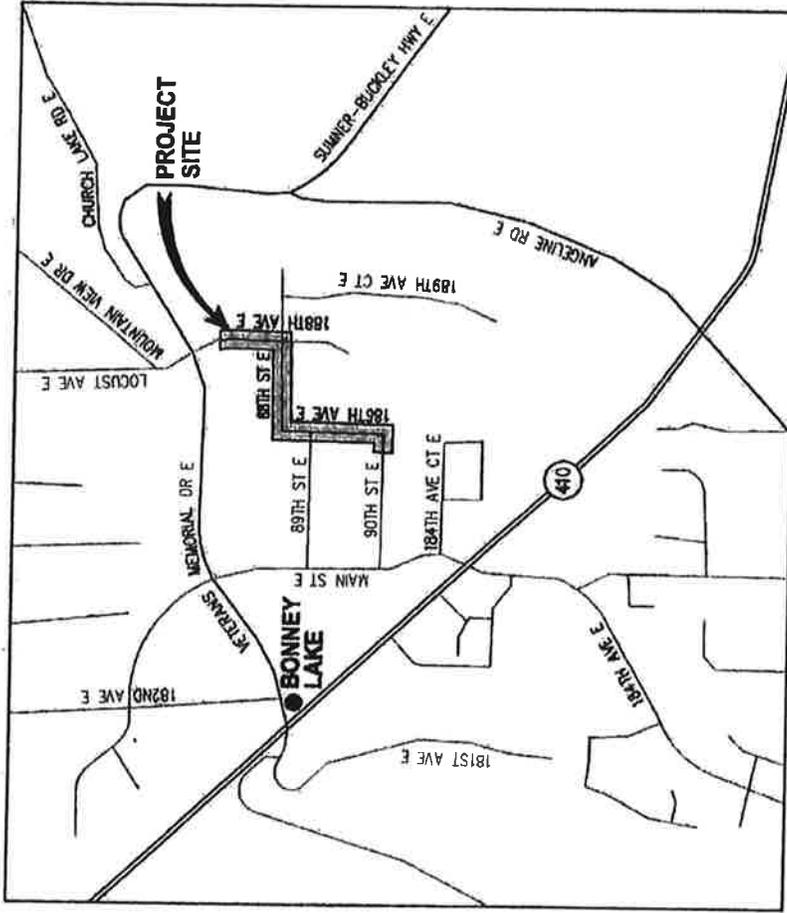
TASK 2 HOUR BREAKDOWN												
TASK NO.	TASK DESCRIPTION	Initials	STAFF LABOR HOURS REQUIRED BY TASK								Task Total	
			Project Manager /Survey Manager	Prof. Engineer Senior LA PLS	Engineer Tech. LA Tech. Survey Tech. PLS	Project Surveyor, PLS	Survey Crew	Project Coordinator	Sr. Proj. Engineer	Total Hours		
2.0	Construction Staking		170.37	113.00	90.00	124.17	151.95	68.79	156.82			
	Demolition limits				6	2	12				20	\$2,612
	Storm drains				8	3	16				27	\$3,524
	Filterra units				2	1	4				7	\$912
	Roadway subgrade				12	5	24				41	\$5,348
	Curbs and gutter				30	12	60				102	\$13,307
	Curb ramps				3	1	5				8.5	\$1,109
	Driveway approaches				2	1	4				7	\$912
	Sidewalk grade				3	1	5				8.5	\$1,109
	CBU, tree wells, luminair foundations				3	1	6				10	\$1,306
	JUT, vaults, pedestals				16	6	32				54	\$7,047
OTHER DIRECT COSTS												
	Other Direct Costs											
	Hours Total				84.0	33.0	168.0				285	
	Total				\$7,560	\$4,098	\$25,528					
TOTALS												
												\$37,185

CITY OF BONNEY LAKE 186TH CORRIDOR IMPROVEMENTS PROJECT

PIERCE COUNTY, WASHINGTON
MAY 2016



LOCATION MAP
NTS



VICINITY MAP
NTS