



## CITY COUNCIL MEETING

### February 17, 2015 – Agenda

Mt. Si Senior Center, 411 Main Ave. S., North Bend, Washington

7:00 P.M. – CALL TO ORDER, ROLL CALL, FLAG SALUTE

#### CONSENT AGENDA:

			Pg.#
1) Payroll	February 5, 2015 – 27210 through 27216, in the amount of \$130,635.45		
2) Checks	February 17, 2015 – 60739 through 60781, in the amount of \$295,291.98		
3) AB15-012	Resolution – Accepting NB Way Sidewalk Project – Downing to Orchard as Complete	Mr. Rigos	01
4) AB15-013	Resolution – Adopting KC Regional Hazard Mitigation Plan	Mr. Rigos	05
5) AB15-014	Motion – Authorizing Change Order to WWTP Improvement Project	Mr. Rigos	27
6) AB15-015	Motion – Authorizing Extension of Animal Services ILA with King County	Ms. Masko	83
7) AB15-016	Motion – Authorizing Contract with AECOM for Engineering Services	Mr. Rigos	89

CITIZEN'S COMMENTS: (Please restrict comments to 3 minutes)

#### ANNOUNCEMENTS, PRESENTATIONS, APPOINTMENTS:

8) Presentation	Police Services Year End Review	Police Chief McCully
9) Presentation	State of the City Address	Mayor Hearing

#### COMMISSION AND COMMITTEE REPORTS:

Planning Commission	Community & Economic Development – Councilmember Kolodejchuk
Parks Commission	Finance & Administration – Councilmember Cook
Economic Development Commission	Public Health & Safety – Councilmember Gothelf
	Transportation & Public Works – Councilmember Loudenback
	Mayor Pro Tem – Councilmember Williamson
	Eastside Fire & Rescue Board – Councilmember Gothelf or Williamson

#### INTRODUCTIONS:

10)AB15-017	Motion – Authorizing ILA for Public Defense Monitoring Services	Ms. Lindell	107
11)AB15-018	Motion – Authorizing Ethnographic Study of the Swing Rock as a Historic Landmark	Mr. McCarty	117

**MAYOR, COUNCIL & ADMINISTRATOR CONCERNS AND INITIATIVES:** (Business and general information presented that may be deliberated upon by the Council. Formal action may be deferred until a subsequent meeting; immediate action may be taken upon a vote of a majority of all members of the Council.)

#### ADJOURNMENT:



## City Council Agenda Bill

<b>SUBJECT:</b>		<b>Agenda Date: February 17, 2015</b>	<b>AB15-012</b>												
<b>A Resolution accepting the East North Bend Way – Downing to Orchard Sidewalk Project as Complete and Authorizing the Release of Retainage</b>		Department/Committee/Individual													
		Mayor Ken Hearing													
		City Administrator – Londi Lindell													
		City Attorney - Mike Kenyon													
		City Clerk – Susie Oppedal													
		Community & Economic Development – Gina Estep													
		Finance – Dawn Masko													
		Public Works – Mark Rigos		X											
Cost Impact: N/A															
Fund Source: N/A															
Timeline: Immediate															
<b>Attachments:</b> Resolution															
<p><b>SUMMARY STATEMENT:</b></p> <p>Advertisements for construction bids on the North Bend Way – Downing to Orchard Sidewalk Project were made in May and June 2014. The City had a bid opening on June 10, 2014 and received three bids, the lowest bid coming from Larry Brown Construction, Inc. in the amount of \$286,109.25. There were no change orders for the project:</p> <table border="1"> <thead> <tr> <th></th> <th><b>Contract Price</b></th> <th><b>Contract Time</b></th> </tr> </thead> <tbody> <tr> <td>Original</td> <td>\$ 286,109.25</td> <td>40 Days</td> </tr> <tr> <td>Final</td> <td>\$ 281,227.70</td> <td>40 Days</td> </tr> <tr> <td>Difference</td> <td>\$ - 4,881.50</td> <td>0 Days</td> </tr> </tbody> </table> <p>The final construction cost for the project was \$281,227.70 or 98.3% of the original project bid and the project was completed within the allowable working days. The reduction in cost was due to some items, including contingency items, being over estimated in the design phase of the project.</p> <p>Funding was supplemented by a Transportation Improvement Board grant in the amount of \$156,430. Approximately \$80,055 of the total construction cost was related to reconstructing the stormwater system and was paid from that account. The remainder of the project was paid from the City Municipal Projects account.</p> <p>Retainage cannot be released until the project has been accepted by City Council, all liens have been satisfied, if any, and all taxes have been paid. Upon receipt of all necessary documentation, retainage will be released.</p>					<b>Contract Price</b>	<b>Contract Time</b>	Original	\$ 286,109.25	40 Days	Final	\$ 281,227.70	40 Days	Difference	\$ - 4,881.50	0 Days
	<b>Contract Price</b>	<b>Contract Time</b>													
Original	\$ 286,109.25	40 Days													
Final	\$ 281,227.70	40 Days													
Difference	\$ - 4,881.50	0 Days													
<p><b>COMMITTEE REVIEW AND RECOMMENDATION:</b> The Transportation and Public Works Committee reviewed this item at its February 11, 2015 meeting and recommended approval and placement on the consent agenda.</p>															
<p><b>RECOMMENDED ACTION: MOTION to approve AB15-012, a resolution accepting the East North Bend Way – Downing to Orchard Sidewalk Project as complete and authorizing the release of retainage.</b></p>															
<b>RECORD OF COUNCIL ACTION</b>															
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>													
February 17, 2015															



## RESOLUTION

### **A RESOLUTION OF THE CITY OF NORTH BEND, WASHINGTON, ACCEPTING THE CONSTRUCTION WORK FOR THE EAST NORTH BEND WAY – DOWNING TO ORCHARD SIDEWALK PROJECT AND AUTHORIZING THE RELEASE OF RETAINAGE.**

**WHEREAS**, the City received a Transportation Improvement Board (TIB) grant to provide funds for the East North Bend Way – Downing to Orchard Sidewalk Project; and

**WHEREAS**, the City Council accepted the TIB funds and committed to providing necessary matching funds via Resolution 1565; and

**WHEREAS**, the City contracted with Perteet, Inc, for design services for the East North Bend Way – Downing to Orchard Sidewalk Project; and

**WHEREAS**, upon completion of design, advertisement was made on May 21, 2014 for construction bids; and

**WHEREAS**, on June 10, 2014, bids were opened at the North Bend City Hall and read aloud at the prescribed time with three (3) bids having been received; and

**WHEREAS**, the resulting lowest responsive and responsible bidder out of three (3) bids received was Larry Brown Construction, Inc. at \$286,109.25 including tax; and

**WHEREAS**, the construction of the East North Bend Way – Downing to Orchard Sidewalk Project was declared Physically Complete on December 20, 2014; and

**WHEREAS**, the final construction cost of the project was \$281,227.70, with no change orders; and

**WHEREAS**, the City must accept the projects prior to submitting for releases from the State Department of Revenue, Department of Labor and Industries, and the Employment Security Department for the retainage of the contractors;

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF NORTH BEND, WASHINGTON, DOES HEREBY RESOLVE AS FOLLOWS:**

**Section 1.** The City of North Bend accepts the Larry Brown Construction, Inc. work on the East North Bend Way – Downing to Orchard Sidewalk Project.

**Section 2.** The City of North Bend authorizes the release of the retainage on the contract upon receipt of the appropriate clearances from the state.

**PASSED BY THE CITY COUNCIL OF THE CITY OF NORTH BEND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 17<sup>th</sup> DAY OF FEBRUARY, 2015.**

**CITY OF NORTH BEND:**

**APPROVED AS TO FORM:**

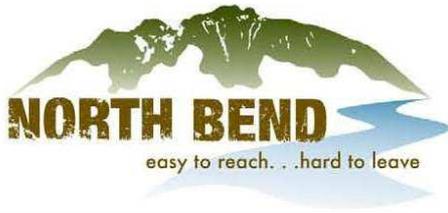
\_\_\_\_\_  
**Kenneth G. Hearing, Mayor**

\_\_\_\_\_  
**Michael R. Kenyon, City Attorney**

**ATTEST/AUTHENTICATED:**

Effective:  
Posted:

\_\_\_\_\_  
**Susie Oppedal, City Clerk**



## City Council Agenda Bill

<b>SUBJECT:</b>		<b>Agenda Date: February 17, 2015</b>	<b>AB15-013</b>
<p><b>A Resolution authorizing the adoption of the King County Regional Hazard Mitigation Plan Update</b></p> <p>Cost Impact: N/A</p> <p>Fund Source: N/A</p> <p>Timeline: Immediate</p>		Department/Committee/Individual	
		Mayor Ken Hearing	
		City Administrator – Londi Lindell	
		City Attorney - Mike Kenyon	
		City Clerk – Susie Oppedal	
		Community & Economic Development – Gina Estep	
		Finance – Dawn Masko	
		Public Works – Mark Rigos	
<b>Attachments:</b> Resolution, Fact Sheet, North Bend Annex of the RHMP			
<p><b>SUMMARY STATEMENT:</b></p> <p>In 2004, the City of North Bend became a co-signer to the King County Multi-Jurisdictional Regional Hazard Mitigation Plan along with many other jurisdictions. Per federal law, those plans are to be updated every 5 years. The County began the latest update process in January of 2013 and the City agreed to participate in the plan update alongside King County, 25 other cities and towns, and 27 special purpose districts.</p> <p>The purpose of the plan is to identify clear goals to mitigate 10 hazards of concern within the planning area, including avalanche, dam failure, earthquake, flood, landslide, severe weather, severe winter weather, tsunami, volcano, and fire.</p> <p>Once the plan is adopted by each jurisdictional partner and approved by FEMA, the partnership will collectively and individually become eligible to apply for hazard mitigation project funding under the unified hazard mitigation assistance grant program, which provides pre- and post-disaster grant opportunities.</p> <p>Through this resolution, the City will be formally adopting Volume 1 and the introduction, Chapter 18, the City of North Bend jurisdictional annex, and the appendices of Volume 2 of the King County Regional Plan Update.</p> <p>For more information and to read the draft volumes to be adopted, please visit the King County Regional Hazard Mitigation Plan website at:  <a href="http://www.kingcounty.gov/safety/prepare/EmergencyManagementProfessionals/Plans/RegionalHazardMitigationPlan.aspx">http://www.kingcounty.gov/safety/prepare/EmergencyManagementProfessionals/Plans/RegionalHazardMitigationPlan.aspx</a></p>			
<p><b>COMMITTEE REVIEW AND RECOMMENDATION:</b> The Transportation and Public Works Committee reviewed this item at its February 11, 2015 meeting and recommended approval and placement on the consent agenda.</p>			
<p><b>RECOMMENDED ACTION: MOTION to approve AB15-013, a resolution authorizing the adoption of the King County Regional Hazard Mitigation Plan Update.</b></p>			
<b>RECORD OF COUNCIL ACTION</b>			
<i>Meeting Date</i>		<i>Action</i>	
<i>Vote</i>			
February 17, 2015			



## RESOLUTION

### A RESOLUTION OF THE CITY OF NORTH BEND, WASHINGTON, AUTHORIZING THE ADOPTION OF THE KING COUNTY REGIONAL HAZARD MITIGATION PLAN UPDATE

**WHEREAS**, all of King County has exposure to natural hazards that increase the risk to life, property, environment and the County's economy; and

**WHEREAS**, pro-active mitigation of known hazards before a disaster event can reduce or eliminate long-term risk to life and property; and

**WHEREAS**, The Disaster Mitigation Act of 2000 (Public Law 106-390) established new requirements for pre- and post-disaster hazard mitigation programs; and

**WHEREAS**, a coalition of King County, Cities, Towns and Special Purpose Districts with like planning objectives has been formed to pool resources and create consistent mitigation strategies within the King County planning area; and

**WHEREAS**, the coalition has completed a planning process that engages the public, assesses the risk and vulnerability to the impacts of natural hazards, develops a mitigation strategy consistent with a set of uniform goals and objectives, and creates a plan for implementing, evaluating and revising this strategy;

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF NORTH BEND, WASHINGTON, DOES HEREBY RESOLVE AS FOLLOWS:**

**Section 1.** The City of North Bend adopts in its entirety, Volume 1 and the introduction, Chapter 18, the City of North Bend jurisdictional annex, and the appendices of Volume 2 of the King County Regional Plan Update (RHMP).

**Section 2.** The City will use the adopted and approved portions of the RHMP to guide pre- and post-disaster mitigation of the hazards identified.

**Section 3.** The City of North Bend will coordinate the strategies identified in the RHMP with other planning programs and mechanisms under its jurisdictional authority.

**Section 4.** The City of North Bend will continue its support of the Steering Committee and continue to participate in the Planning Partnership as described by the RHMP.

**Section 5.** The City of North Bend will help to promote and support the mitigation successes of all RHMP Planning Partners.

**PASSED BY THE CITY COUNCIL OF THE CITY OF NORTH BEND,  
WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 17<sup>th</sup> DAY OF  
FEBRUARY, 2015.**

**CITY OF NORTH BEND:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**Kenneth G. Hearing, Mayor**

\_\_\_\_\_  
**Michael R. Kenyon, City Attorney**

**ATTEST/AUTHENTICATED:**

Effective:  
Posted:

\_\_\_\_\_  
**Susie Oppedal, City Clerk**



FEMA

Program Information

# Mitigation

## The Unified Hazard Mitigation Assistance Grant Programs



### Hazard Mitigation Assistance

The Department of Homeland Security (DHS) Federal Emergency Management Agency (FEMA) Hazard Mitigation Assistance (HMA) programs present a critical opportunity to reduce the risk to individuals and property from natural hazards while simultaneously reducing reliance on Federal disaster funds.

### A Common Goal

While the statutory origins of the programs differ, all share the common goal of reducing the risk of loss of life and property due to natural hazards.

### Funding Disaster Recovery Efforts

The Hazard Mitigation Grant Program (HMGP) may provide funds to States, Territories, Indian Tribal governments, local governments, and eligible private non-profits following a Presidential major disaster declaration.

**The Hazard Mitigation Grant Program (HMGP)** is authorized by Section 404 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended (the Stafford Act), Title 42, United States Code (U.S.C.) 5170c. The key



purpose of HMGP is to ensure that the opportunity to take critical mitigation measures to reduce the risk of loss of life and property from future disasters is not lost during the reconstruction process following a disaster. HMGP is available, when authorized under a Presidential major disaster declaration, in the areas of the State requested by the Governor. The amount of HMGP funding available to the Applicant is based upon the total Federal assistance to be provided by FEMA for disaster recovery under the Presidential major disaster declaration.

**The Pre-Disaster Mitigation (PDM)** program is authorized by Section 203 of the Stafford Act, 42 U.S.C. 5133. The PDM program is designed to assist States, Territories, Indian Tribal governments, and local communities in



implementing a sustained pre-disaster natural hazard mitigation program to reduce overall risk to the population and structures from future hazard events, while also reducing reliance on Federal funding from future disasters.

**The Flood Mitigation Assistance (FMA)** program is authorized by Section 1366 of the National Flood Insurance Act of 1968, as amended (NFIA), 42 U.S.C. 4104c, with the goal of reducing or eliminating claims under the National Flood Insurance Program (NFIP).



**The Repetitive Flood Claims (RFC)** program is authorized by Section 1323 of the NFIA, 42 U.S.C. 4030, with the goal of reducing flood damages to individual properties for which one or more claim payments for losses have been made under flood insurance coverage and that will result in the greatest savings to the National Flood Insurance Fund (NFIF) in the shortest period of time.



**The Severe Repetitive Loss (SRL)** program is authorized by Section 1361A of the NFIA, 42 U.S.C. 4102a, with the goal of reducing flood damages to residential properties that have experienced severe repetitive losses under flood insurance coverage and that will result in the greatest amount of savings to the NFIF in the shortest period of time.



# Program Comparisons

## Cost Sharing

In general, HMA funds may be used to pay up to 75 percent of the eligible activity costs. The remaining 25 percent of eligible costs are derived from non-Federal sources.

The table below outlines the Federal and State cost share requirements.

### COST SHARE REQUIREMENTS

Programs	Mitigation Activity Grant (Percent of Federal/ Non-Federal Share)
<b>HMGP</b>	75/25
<b>PDM</b>	75/25
<b>PDM</b> (subgrantee is small impoverished community)	90/10
<b>PDM</b> (Tribal grantee is small impoverished community)	90/10
<b>FMA</b>	75/25
<b>FMA</b> (severe repetitive loss property with Repetitive Loss Strategy)	90/10
<b>RFC</b>	100/0
<b>SRL</b>	75/25
<b>SRL</b> (with Repetitive Loss Strategy)	90/10

## Eligible Applicants and Subapplicants

States, Territories, and Indian Tribal governments are eligible HMA Applicants. Each State, Territory, and Indian Tribal government shall designate one agency to serve as the Applicant for each HMA program. All interested subapplicants must apply to the Applicant.

The table below identifies, in general, eligible subapplicants.

### ELIGIBLE SUBAPPLICANTS

Subapplicants	HMGP	PDM	FMA	RFC	SRL
State agencies	✓	✓	✓	✓	✓
Indian Tribal governments	✓	✓	✓	✓	✓
Local governments/communities	✓	✓	✓	✓	✓
Private non-profit organizations (PNPs)	✓				

✓ = Subapplicant is eligible for program funding

Individuals and businesses are not eligible to apply for HMA funds, however, an eligible subapplicant may apply for funding to mitigate private structures. RFC funds are only available to subapplicants who cannot meet the cost share requirements of the FMA program.

### Available Funding

PDM, FMA, RFC, and SRL are subject to the availability of appropriations funding, as well as any directive or restriction made with respect to such funds.

HMGP funding depends on Federal assistance provided for disaster recovery.

### General Requirements

All mitigation projects must be cost-effective, be both engineering and technically feasible, and meet Environmental Planning and Historic Preservation requirements in accordance with HMA Unified Guidance. In addition, all mitigation activities must adhere to all relevant statutes, regulations, and requirements including other applicable Federal, State, Indian Tribal, and local laws, implementing regulations, and Executive Orders.

**All Applicants and subapplicants must have hazard mitigation plans that meet the requirements of 44 CFR Part 201.**

## Eligible Activities

The table below summarizes eligible activities that may be funded by HMA programs. Detailed descriptions of these activities can be found in the HMA Unified Guidance.

### ELIGIBLE ACTIVITIES

Mitigation Activities	HMGP	PDM	FMA	RFC	SRL
<b>1. Mitigation Projects</b>	✓	✓	✓	✓	✓
Property Acquisition and Structure Demolition or Relocation	✓	✓	✓	✓	✓
Structure Elevation	✓	✓	✓	✓	✓
Mitigation Reconstruction					✓
Dry Floodproofing of Historic Residential Structures	✓	✓	✓	✓	✓
Dry Floodproofing of Non-Residential Structures	✓	✓	✓	✓	
Minor Localized Flood Reduction Projects	✓	✓	✓	✓	✓
Structural Retrofitting of Existing Buildings	✓	✓			
Non-Structural Retrofitting of Existing Buildings and Facilities	✓	✓			
Safe Room Construction	✓	✓			
Infrastructure Retrofit	✓	✓			
Soil Stabilization	✓	✓			
Wildfire Mitigation	✓	✓			
Post-Disaster Code Enforcement	✓				
5% Initiative Projects	✓				
<b>2. Hazard Mitigation Planning</b>	✓	✓	✓		
<b>3. Management Costs</b>	✓	✓	✓	✓	✓

✓ = Mitigation activity is eligible for program funding

## Management Costs

**For HMGP only:** The Grantee may request up to 4.89 percent of the HMGP allocation for management costs. The Grantee is responsible for determining the amount, if any, of funds that will be passed through to the subgrantee(s) for their management costs.

**Applicants for PDM, FMA, RFC, or SRL** may apply for a maximum of 10 percent of the total funds requested in their grant application budget (Federal and non-Federal shares) for management costs to support the project and planning subapplications included as part of their grant application.

**Subapplicants for PDM, FMA, RFC, or SRL** may apply for a maximum of 5 percent of the total funds requested in a subapplication for management costs.

## National Flood Insurance Program (NFIP) Participation

There are a number of ways that HMA eligibility is related to the NFIP:



**SUBAPPLICANT ELIGIBILITY:** All subapplicants for FMA, RFC, or SRL must currently be participating in the NFIP, and not withdrawn or suspended, to be eligible to apply for grant funds. Certain non-participating political subdivisions (i.e., regional flood control districts or county governments) may apply and act as subgrantee on behalf of the NFIP-participating community in areas where the political subdivision provides zoning and building code enforcement or planning and community development professional services for that community.

**PROJECT ELIGIBILITY:** HMGP and PDM mitigation project subapplications for projects sited within a Special Flood Hazard Area (SFHA) are eligible only if the jurisdiction in which the project is located is participating in the NFIP. There is no NFIP participation requirement for HMGP and PDM project subapplications located outside of the SFHA.

**PROPERTY ELIGIBILITY:** Properties included in a project subapplication for FMA, RFC, and SRL funding must be NFIP-insured at the time of the application submittal. Flood insurance must be maintained at least through completion of the mitigation activity.



## Application Process

Applications for HMGP are processed through the National Emergency Management Information System (NEMIS). Applicants use the Application Development Module of NEMIS, which enables each Applicant to create project applications and submit them to the appropriate FEMA Region in digital format for the relevant disaster.

Applications for PDM, FMA, RFC, and SRL are processed through a web-based, electronic grants management system (eGrants), which encompasses the entire grant application process. The eGrants system allows Applicants and subapplicants to apply for and manage their mitigation grant application processes electronically. Applicants and subapplicants can access eGrants at <https://portal.fema.gov>.

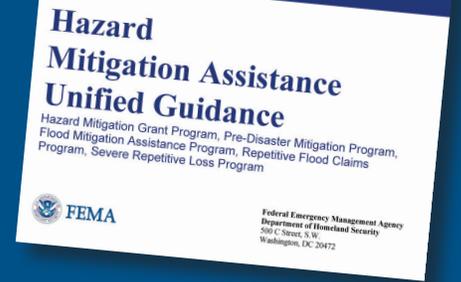
## Application Deadline

The PDM, FMA, RFC, and SRL application period is from early June through early December. Applicants must submit a grant application to FEMA through the eGrants system. The HMGP application deadline is 12 months after the disaster declaration date and is not part of the annual application period. Details can be found in the HMA Unified Guidance.

## FEMA Review and Selection

All subapplications will be reviewed for eligibility and completeness, cost-effectiveness, engineering feasibility and effectiveness, and for Environmental Planning and Historical Preservation compliance. Subapplications that do not pass these reviews will not be considered for funding. FEMA will notify Applicants of the status of their subapplications and will work with Applicants on subapplications identified for further review.

Details about the HMA Grant Application process can be found in the Hazard Mitigation Assistance Unified Guidance, which is available at [www.fema.gov/government/grant/hma/index.shtm](http://www.fema.gov/government/grant/hma/index.shtm)



## GovDelivery Notifications

Stay up-to-date on the HMA Grant Programs by subscribing to GovDelivery notifications. Have updates delivered to an e-mail address or mobile device. To learn more, visit [www.fema.gov](http://www.fema.gov)

## Contact Information

HMA Helpline: Tel 866-222-3580, or e-mail [hmagrantshelpline@dhs.gov](mailto:hmagrantshelpline@dhs.gov)

Contact information for FEMA Regional Offices is provided at [www.fema.gov/about/contact/regions.shtm](http://www.fema.gov/about/contact/regions.shtm)

Contact information for each State Hazard Mitigation Officer (SHMO) is provided at [www.fema.gov/about/contact/shmo.shtm](http://www.fema.gov/about/contact/shmo.shtm)



# FEMA

## CHAPTER 18. CITY OF NORTH BEND ANNEX

### 18.1 HAZARD MITIGATION PLAN POINT OF CONTACT

#### Primary Point of Contact

Mark Rigos, PE, PW Director  
PO Box 896  
North Bend, WA 98045  
Telephone: (425) 888-7650  
e-mail Address: mrigos@northbend.gov

#### Alternate Point of Contact

Don DeBerg PE, Project Manager/Engineer  
PO Box 896  
North Bend, WA 98045  
Telephone: (425) 888-7652  
e-mail Address: ddeberg@northbendwa.gov

### 18.2 JURISDICTION PROFILE

The following is a summary of key information about the jurisdiction and its history:

- **Date of Incorporation**—March 12, 1909
- **Current Population**—6,020 as of 2012
- **Population Growth**—Population in North Bend has increased 26 percent in the last 12 years from 4,746 in 2000, to a 2012 population of 6,030. This is much higher than the state average of 14 percent and the national average of 9.7 percent.
- **Location and Description**—The City of North Bend is 30 miles east of Seattle in the Cascade foothills and the last stop before Snoqualmie Pass along Interstate 90. The town lies between Mount Si to the north and Rattlesnake Ridge to the south, with the 3 forks of the Snoqualmie River meandering through the valley floor.
- **Brief History**—North Bend began as the home of the Snoqualmie Tribe. Early settlers arrived in the late 1850s. By 1880, William Taylor platted the community which became known as North Bend, due to its location near the north bend of the South Fork of the Snoqualmie River. Soon after, the railroads arrived, connecting Seattle to the Snoqualmie Valley and bringing tourists and more settlers. It's location as a stopping point before Snoqualmie Pass's Wagon Road proved beneficial to the community.
- **Climate**—North Bend's climate is warm and usually dry during the summer with temperatures in the 70s and 80s; the winter months are cool with temperatures usually in the 40s. Average annual precipitation is 61 inches. The warmest month is typically August and the coldest month usually is typically December.
- **Governing Body Format**—North Bend's government is a mayor-council form with a seven member council that create policy and a mayor that is the City's separately-elected chief executive officer. Mayor Ken Hearing assumes responsibility for the adoption of this plan; Public Works Director Frank Page will oversee its implementation.
- **Development Trends**—Since lifting the water moratorium in 2009 and establishing water rights in 2010, development in the City has increased significantly. There are currently 17 private development projects in various stages in the City, including single family residential, multi-family and commercial properties; a planned Civic Center and downtown revitalization project called Downtown Plaza. These projects are all invigorating the community.

### 18.3 CAPABILITY ASSESSMENT

The assessment of the jurisdiction’s legal and regulatory capabilities is presented in Table 18-1. The assessment of the jurisdiction’s fiscal capabilities is presented in Table 18-2. The assessment of the jurisdiction’s administrative and technical capabilities is presented in Table 18-3. Information on the community’s National Flood Insurance Program (NFIP) compliance is presented in Table 18-4. Classifications under various community mitigation programs are presented in Table 18-5.

<b>TABLE 18-1. LEGAL AND REGULATORY CAPABILITY</b>					
	Local Authority	State or Federal Prohibitions	Other Jurisdictional Authority	State Mandated	Comments
<b>Codes, Ordinances &amp; Requirements</b>					
Building Code	Yes	No	No	No	2012 IBC ordinance 1496
Zoning	Yes	No	No	No	NBMC Title 18
Subdivisions	Yes	No	No	No	NBMC Title 17
Stormwater Management	Yes	Yes	No	No	NBMC 14.16
Post Disaster Recovery	Yes	Yes	Yes	No	NBMC 2.68
Real Estate Disclosure	No	No	Yes	Yes	RCW 64.06 – this is a State mandated seller disclosure requirement.
Growth Management	Yes	Yes	No	No	Comprehensive Plan, 11/06/2007
Site Plan Review	Yes	No	No	No	NBMC 17 & 18
Public Health and Safety	Yes	Yes	Yes	No	NBMC Title 8
Environmental Protection	Yes	Yes	No	Yes	NBMC Title 14
<b>Planning Documents</b>					
General or Comprehensive Plan	Yes	Yes	No	Yes	
	<i>Is the plan equipped to provide linkage to this mitigation plan?</i> No				
Floodplain or Basin Plan	Yes	Yes	No	Yes	City of N. Bend Floodplain Management Plan, July 2012
Stormwater Plan	Yes	Yes	No	Yes	Stormwater Comp Plan, 2/3/2014
Capital Improvement Plan	Yes	No	No	Yes	CIP is included in individual comp plan elements
	<i>What types of capital facilities does the plan address?</i> Transportation, storm, water, sewer, facilities				
	<i>How often is the plan revised/updated?</i> 1-5 years				
Habitat Conservation Plan	Yes	Yes	Yes	Yes	NBMC 14.09
Economic Development Plan	Yes	No	No	No	Economic development element in Comp Plan
Shoreline Management Plan	Yes	Yes	Yes	Yes	NBMC 14.20
Community Wildfire Protection Plan	No	No	Yes	No	

<b>TABLE 18-1. LEGAL AND REGULATORY CAPABILITY</b>					
	Local Authority	State or Federal Prohibitions	Other Jurisdictional Authority	State Mandated	Comments
<b>Response/Recovery Planning</b>					
Comprehensive Emergency Management Plan	Yes	Yes	Yes	No	
Threat and Hazard Identification and Risk Assessment	No	No	No	No	
Terrorism Plan	No	Yes	No	No	
Post-Disaster Recovery Plan	Yes	Yes	Yes	No	
Continuity of Operations Plan	Yes	Yes	No	No	
Public Health Plans	No	Yes	Yes	No	

<b>TABLE 18-2. FISCAL CAPABILITY</b>	
Financial Resources	Accessible or Eligible to Use?
Community Development Block Grants	Yes
Capital Improvements Project Funding	Yes
Authority to Levy Taxes for Specific Purposes	Yes
User Fees for Water, Sewer, Gas or Electric Service	Yes
Incur Debt through General Obligation Bonds	Yes
Incur Debt through Special Tax Bonds	Yes
Incur Debt through Private Activity Bonds	Yes
Withhold Public Expenditures in Hazard-Prone Areas	No
State Sponsored Grant Programs	Yes
Development Impact Fees for Homebuyers or Developers	Yes
Other	Real Estate Excise Tax; King County Flood Control District-Basin Opportunity Fund

**TABLE 18-3.  
ADMINISTRATIVE AND TECHNICAL CAPABILITY**

Staff/Personnel Resources	Available?	Department/Agency/Position
Planners or engineers with knowledge of land development and land management practices	Yes	Community & Economic Development / Public Works
Engineers or professionals trained in building or infrastructure construction practices	Yes	Community & Economic Development / Public Works
Planners or engineers with an understanding of natural hazards	Yes	Community & Economic Development / Public Works
Staff with training in benefit/cost analysis	Yes	Finance Office
Surveyors	Yes	Consultants On-Call
Personnel skilled or trained in GIS applications	Yes	Community & Economic Development
Scientist familiar with natural hazards in local area	Yes	Consultants On-Call
Emergency manager	Yes	Public Works
Grant writers	Yes	Community & Economic Development / Public Works

**TABLE 18-4.  
NATIONAL FLOOD INSURANCE PROGRAM COMPLIANCE**

What department is responsible for floodplain management in your community?	Public Works
Who is your community's floodplain administrator? (department/position)	Public Works Director
Do you have any certified floodplain managers on staff in your community?	No
What is the date of adoption of your flood damage prevention ordinance?	1/17/2006
When was the most recent Community Assistance Visit or Community Assistance Contact?	2010
To the best of your knowledge, does your community have any outstanding NFIP compliance violations that need to be addressed? If so, please state what they are.	No
Do your flood hazard maps adequately address the flood risk within your community? (If no, please state why)	No – Multiple Letters of Map Amendment and Letters of Map Revision have been processed for our City
Does your floodplain management staff need any assistance or training to support its floodplain management program? If so, what type of assistance/training is needed?	Yes – NFIP regulations; CRS
Does your community participate in the Community Rating System (CRS)? If so, is your community seeking to improve its CRS Classification? If not, is your community interested in joining the CRS program?	Yes – not currently working to improve, just maintain.

<b>TABLE 18-5. COMMUNITY CLASSIFICATIONS</b>			
	Participating?	Classification	Date Classified
Community Rating System	Yes	6	10/01/2005
Building Code Effectiveness Grading Schedule	Yes	3	Not available
Public Protection	Yes	5	Not available
StormReady	No	N/A	N/A
Firewise	Yes	Sallal Meadows & Wilderness Rim	2010/2013
Tsunami Ready (if applicable)	No	N/A	N/A

### 18.4 JURISDICTION-SPECIFIC NATURAL HAZARD EVENT HISTORY

Table 18-6 lists all past occurrences of natural hazards within the jurisdiction. Repetitive flood loss records are as follows:

- Number of FEMA-Identified Repetitive Loss Properties: Insert # 4
- Number of FEMA-Identified Severe Repetitive Loss Properties: Insert # 1
- Number of Repetitive Flood Loss/Severe Repetitive Loss Properties Known to Have Been Mitigated: Insert # 0

<b>TABLE 18-6. NATURAL HAZARD EVENTS</b>			
Type of Event	FEMA Disaster # (if applicable)	Date	Preliminary Damage Assessment
Ice Storm	4056	2012	\$9,589
Snow-Storm-Flood	1963	2011	\$20,419
Flood Event	1817	2009	\$35,430
Snow Event	1825	2009	\$17,804
Flood Event	1671	2006	\$8,683
Severe Storm	1982	2006	\$20,207

### 18.5 HAZARD RISK RANKING

Table 18-7 presents the ranking of the hazards of concern. Hazard area extent and location maps are included at the end of this chapter. These maps are based on the best available data at the time of the preparation of this plan, and are considered to be adequate for planning purposes.

Rank	Hazard Type	Risk Rating Score (Probability x Impact)
1	Severe Weather	51
2	Severe Winter	51
3	Flood	48
4	Earthquake	34
5	Wildfire	18
6	Volcano	16
7	Dam Failure	6
8	Landslide	6
9	Avalanche	6
10	Tsunami	0

### 18.6 HAZARD MITIGATION ACTION PLAN AND EVALUATION OF RECOMMENDED INITIATIVES

Table 18-8 lists the initiatives that make up the jurisdiction’s hazard mitigation plan. Table 18-9 identifies the priority for each initiative. Table 18-10 summarizes the mitigation initiatives by hazard of concern and the six mitigation types.

Applies to new or existing assets	Hazards Mitigated	Objectives Met	Lead Agency	Estimated Cost	Sources of Funding	Timeline
<b>NB-1</b> —Continue to maintain compliance and good standing under the National Flood Insurance Program. This will be accomplished through the implementation of floodplain management programs that, at a minimum, will meet the minimum requirements of the NFIP, which include the following: <ul style="list-style-type: none"> <li>• Enforcement of the adopted flood damage prevention ordinance,</li> <li>• Participating in floodplain identification and mapping updates, and</li> <li>• Providing public assistance/information on floodplain requirements and impacts</li> </ul>						
New and Existing	Flood and Earthquake	2,4,10,12	Public Works	Low	General Fund	Ongoing
<b>NB-2</b> —Where appropriate, support retrofitting, purchase, or relocation of structures located in hazard-prone areas to protect structures from future damage, with properties with exposure to repetitive losses as a priority						
New and Existing	Flood and Earthquake	3,8,9	Public Works	High	FEMA Grants, Local contribution	Long term
<b>NB-3</b> - Continue to maintain/enhance the City’s classification under the Community Rating System						
New and Existing	Flood	3,4,5,6	Public Works	Low	General Fund	Ongoing

<b>TABLE 18-8. HAZARD MITIGATION ACTION PLAN MATRIX</b>						
Applies to new or existing assets	Hazards Mitigated	Objectives Met	Lead Agency	Estimated Cost	Sources of Funding	Timeline
<b>NB-4 – Continue to maintain our equipment to be fully available in the event of severe storms and weather</b>						
New and Existing	Severe Storm Severe Weather	1	Public Works	Moderate	General Fund	Ongoing
<b>NB-5 - Continue coordinating amongst neighboring agencies during emergency events; coordination shall include planning, training and drills.</b>						
New and Existing	All Hazards	1,3,6,7,8,1 1, 13, 15	City of North Bend, EFR, City of Snoqualmie, King Co.	Low	General Fund	Ongoing
<b>NB-6 - Implement capital improvement projects identified in stormwater management plan</b>						
New & Existing	Severe Storm, Severe Weather, flood	1,5,8,12	Public Works	High	General Fund, Grants	Ongoing
<b>NB 7 - Continue to enforce building codes on new construction and remodels</b>						
New and Existing	Earthquake, Severe weather, Flood	1,10,	Planning/ Building Department	Low	General Fund	Ongoing
<b>NB 8-Strive to capture perishable data (i.e. high water marks, preliminary damage estimates, and damage photos) after significant hazard events to support future updates to the risk assessment of this plan.</b>						
New and Existing	All Hazards	1,2,4	Public Works	Medium	General Fund, FEMA Grants (PA)	Short Term
<b>NM 9—Integrate the hazard mitigation plain into other plans, ordinances or programs to dictate land uses within the jurisdiction.</b>						
New	All Hazards	2,4,8,10	Planning	Low	General Fund	Short-term
<b>NB 10—Where appropriate, support retrofitting, purchase, or relocation of structures located in hazard-prone areas to protect structures from future damage, with properties with exposure to repetitive losses as a priority.</b>						
Existing	All Hazards	5,9,13	Public Works	High	FEMA grants, Local sources for local Match	Long-term
<b>NB 11—Continue to support the county-wide initiatives identified in this plan.</b>						
New and Existing	All Hazards	4,6,11,12, 13, 14, 15	City of N. Bend	Low	General Fund	Ongoing
<b>NB 12—Actively participate in the plan maintenance strategy identified in this plan.</b>						
New and Existing	All Hazards	4,6,11,12,1 3, 14, 15	King County OEM, City of N. Bend	Low	General Fund	Ongoing

**TABLE 18-9.  
MITIGATION STRATEGY PRIORITY SCHEDULE**

Initiative #	# of Objectives Met	Benefits	Costs	Do Benefits Equal or Exceed Costs?	Is Project Grant-Eligible?	Can Project Be Funded Under Existing Programs/ Budgets?	Priority <sup>a</sup>
1	4	Medium	Low	Yes	No	Yes	High
2	3	Medium	Medium	Yes	Yes	No	Low
3	4	Medium	Low	Yes	No	Yes	High
4	1	Medium	Medium	Yes	No	Yes	Medium
5	8	High	Low	Yes	No	Yes	High
6	4	High	High	Yes	Yes	Yes	High
7	2	High	Low	Yes	No	Yes	High
8	3	Medium	Medium	Yes	Yes	No	Medium
9	4	Medium	Low	Yes	No	Yes	High
10	3	High	High	Yes	Yes	No	Medium
11	7	Medium	Low	Yes	No	Yes	High
12	7	Low	Low	Yes	Yes	Yes	High

a. See Introduction for explanation of priorities.

**TABLE 18-10.  
ANALYSIS OF MITIGATION INITIATIVES**

Hazard Type	Initiative Addressing Hazard, by Mitigation Type <sup>a</sup>					
	1. Prevention	2. Property Protection	3. Public Education and Awareness	4. Natural Resource Protection	5. Emergency Services	6. Structural Projects
Avalanche	8,9,12	10	11		11	
Dam Failure	8,9,12	10	11		11	
Earthquake	1,2,5,7,8,9,12	1,2,5,7,10	1,7,11	1,2,7	5,11	2,7
Flood	1,2,3,5,6,7,8,9,12	1,2,3,5,6,7,10	1,2,3,5,7,11	1,2,3,6,7	5,11	1,2,3,6,7
Landslide	8,9,12	10	11	n/a	5,11	n/a
Severe Weather	4,5,6,7,8,9,12	4,5,6,7,10	5,7,11	6,7	5,11	6,7
Severe Winter Weather	8,9,12	10	11		11	
Tsunami	--	--	--	--	--	--
Volcano	8,9,12	10	11		5,11	
Wildfire	8,9,12	10	11		5,11	

a. See Introduction for explanation of mitigation types.

# CITY OF NORTH BEND

## Critical Facilities and Infrastructure

### Critical Facilities

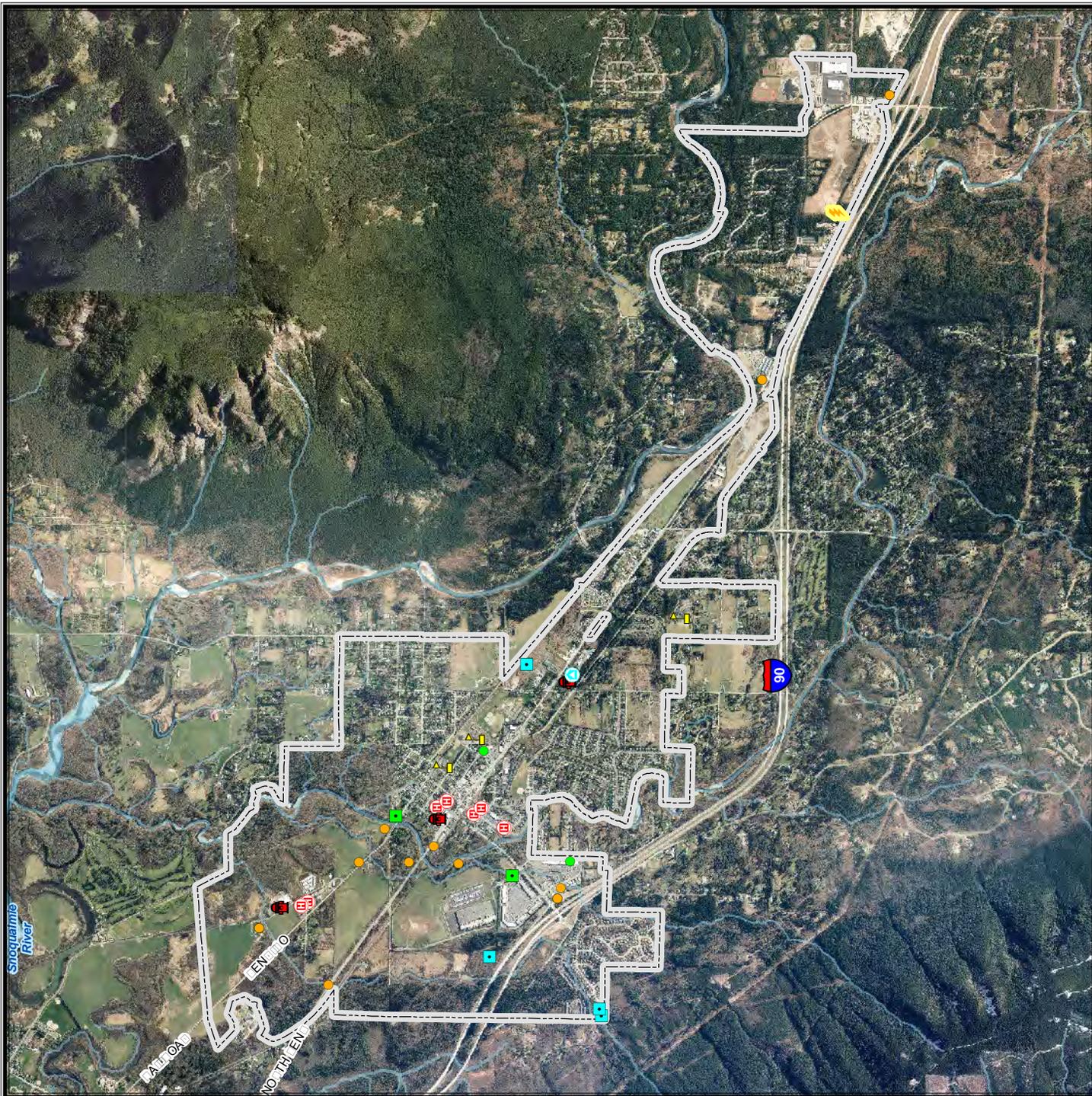
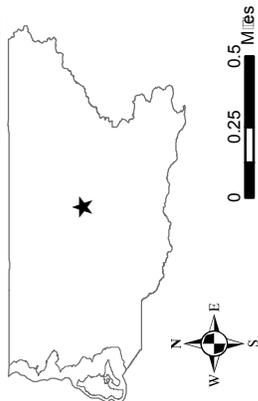
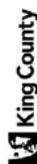
-  Water Treatment Plant
-  Hazardous Waste
-  Medical Facility
-  Police Station
-  Schools
-  Other Facilities

### Critical Infrastructure

-  Roads
-  Communications
-  Gas
-  Water Utility
-  Power
-  Transportation
-  Wastewater

Locations are approximate.

Base Map Data Sources: King County, Tetra Tech



# CITY OF NORTH BEND

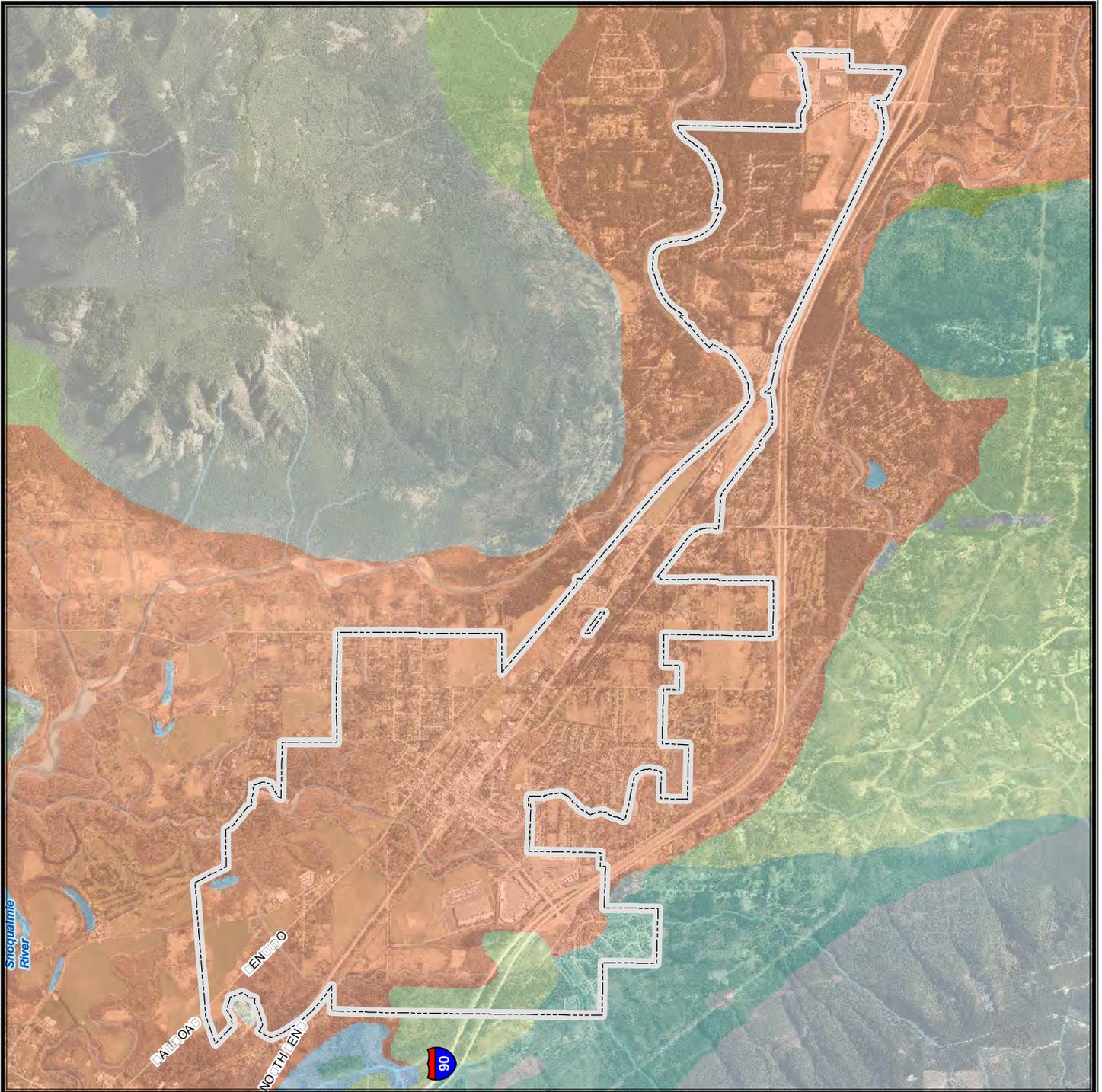
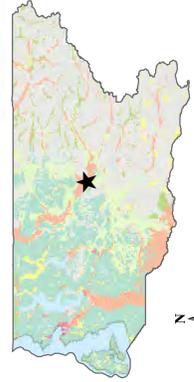
## Seismic Hazard Assessment

- |                    |                  |         |
|--------------------|------------------|---------|
| <b>Susceptible</b> | High             | Bedrock |
|                    | Moderate to High | Peat    |
|                    | Moderate         | Water   |
|                    | Low to Moderate  | Loose   |
|                    | Low              |         |
|                    | Very Low to Low  |         |
|                    | Very Low         |         |

Seismic hazard data provided in this assessment is based on the National Earthquake Information Center (NEIC) and Earthquake Engineering Research Institute (EERI) data is based solely on surface seismicity. Data is based on a scale of 1:100,000.

A seismic hazard assessment was conducted to provide an estimate of the likelihood that significant seismicity will occur as a result of earthquake shaking. This type of assessment is based on the relationship between seismicity and ground motion. Areas that are prone to high seismicity are identified and separated from areas that are not. Areas that are not identified as high seismicity are not subject to significant ground motion caused by earthquake shaking.

Case Maps Data Sources  
King County, WA, GeoSource



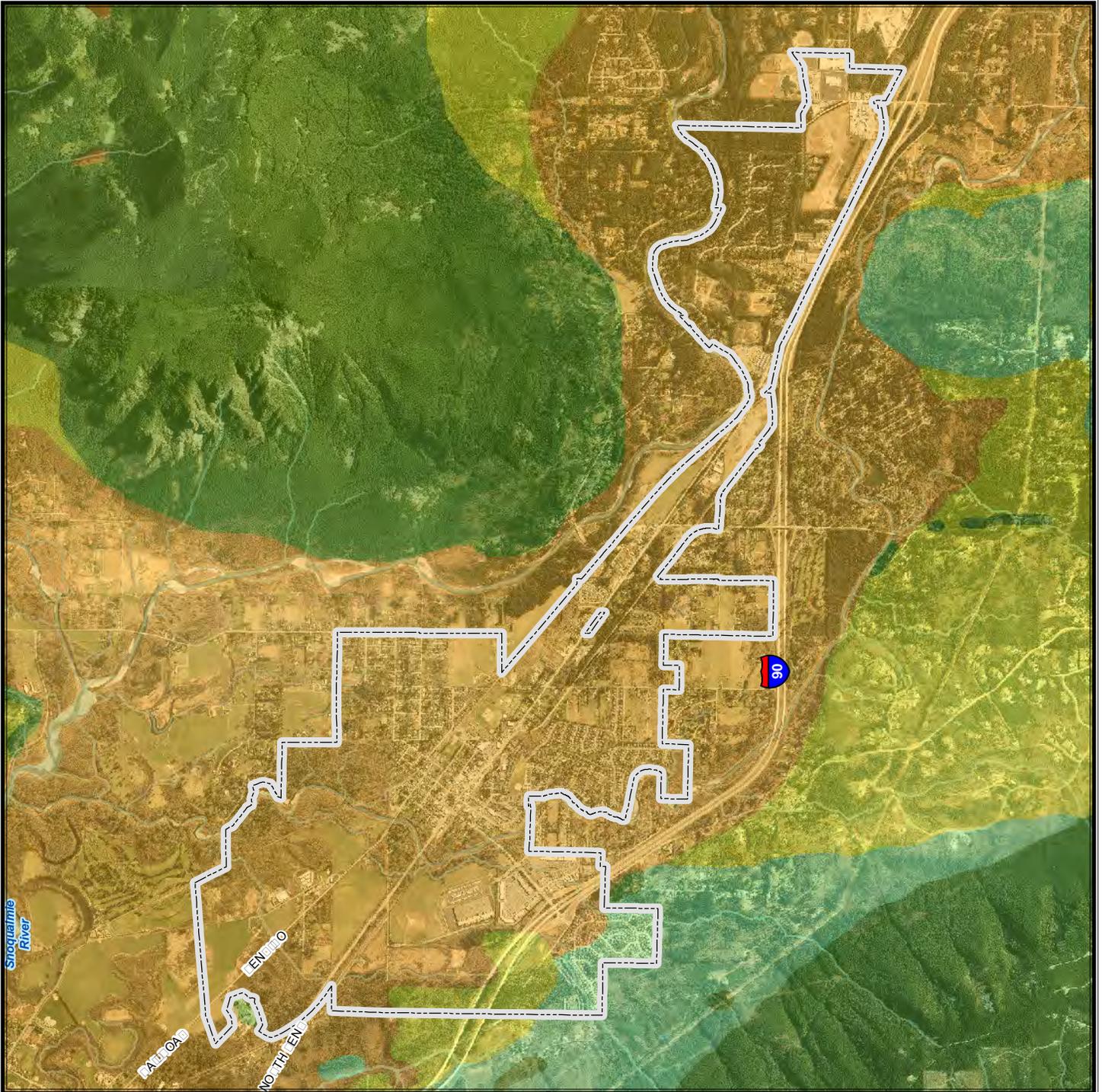
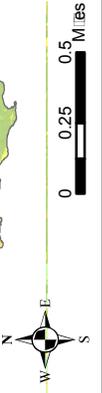
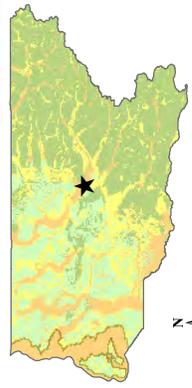
# CITY OF NORTH BEND

National Earthquake  
Hazard Reduction Program  
NEHRP Classification

- Site Class A
- Site Class B
- Site Class C
- Site Class D

The dataset identifies site classes for approximately 33,000 locations derived from the geologic map of Washington. The methods chosen for determining the site class are required for the construction of a database of shear wave velocity measurements. This database is created from processed and unprocessed data through the collection of a large number of shear wave velocity measurements from seismic refraction surveys conducted for this project. All of these sources of data were then analyzed using the chosen methodologies to reduce the state-wide site class data.

Case Maps  
King County  
TETRA TECH



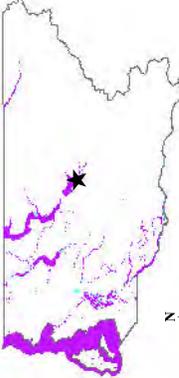
# CITY OF NORTH BEND

EMA  
Food Hazard Areas

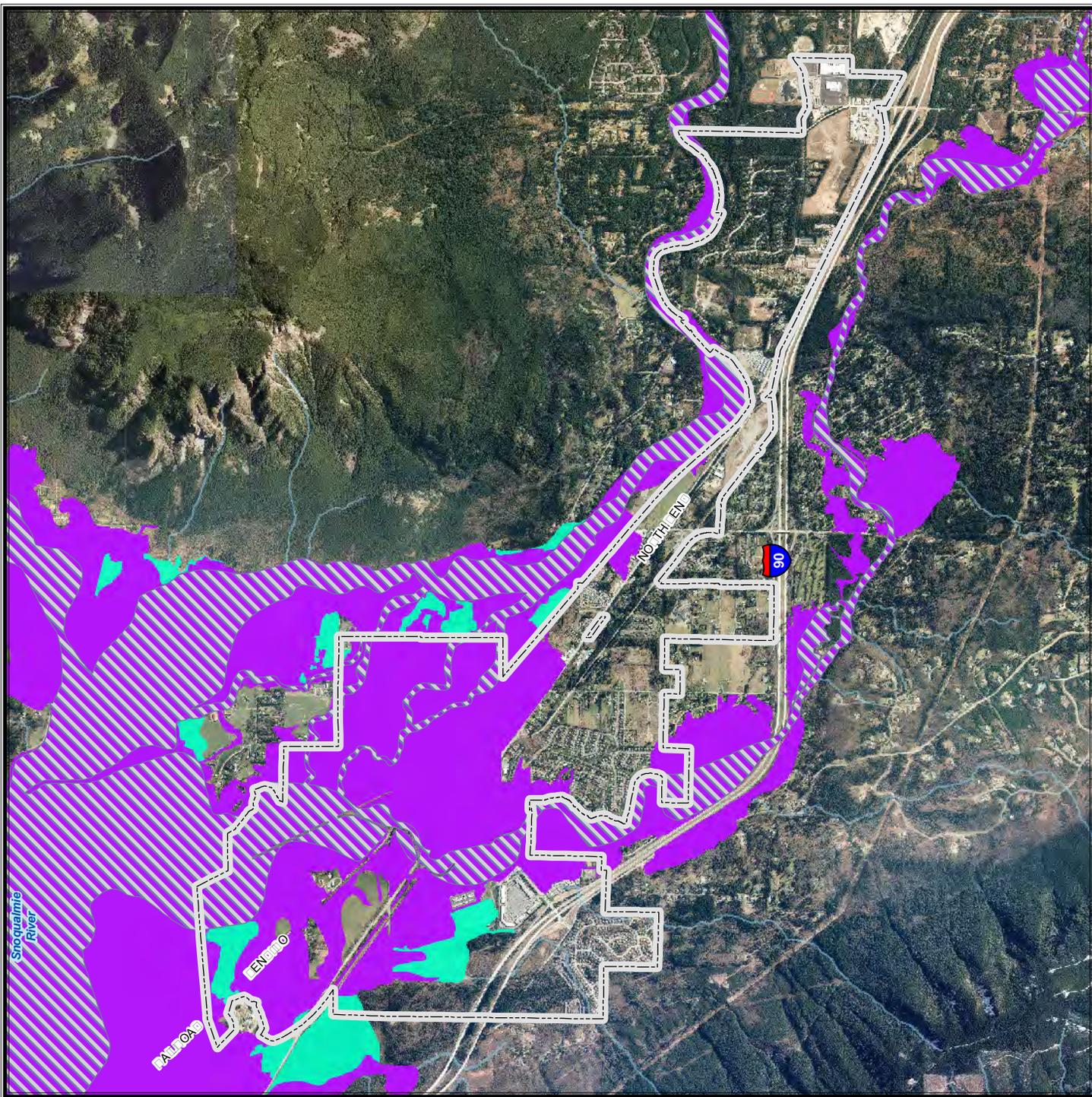
EMA  
 Food Hazard Areas  
 Flood Hazard  
 1 Percent Annual Flood Hazard  
 0.2 Percent Annual Flood Hazard

Flood hazard areas as depicted on draft EMA  
 FEMA Flood Insurance Rate Maps  
 The 1 percent annual flood hazard is  
 commonly referred to as the 100 year  
 floodplain. The 0.2 percent annual flood  
 hazard is commonly referred to as the 500  
 year floodplain.

Base Map Data Sources  
 Information: Geographic Source  
 King County  
 TETRA TECH



0 0.25 0.5 Miles  



# CITY OF NORTH BEND

200 AN Mode  
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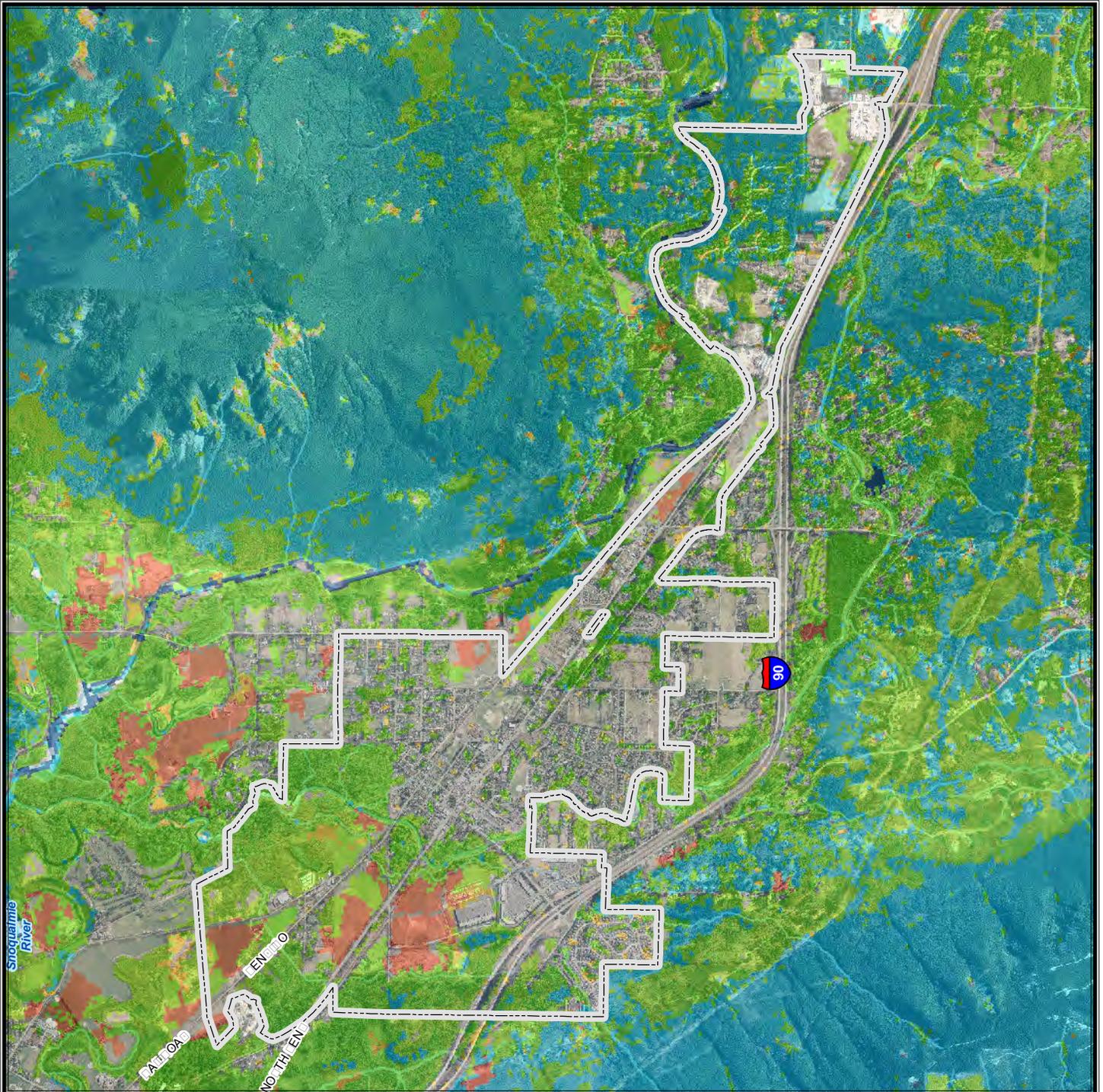
## Anderson 13 Fuel Classes

### Burnable Non-Burnable

- M1 e e o e d
- M2 A riculture
- M3 ater
- M5 a ren
- M
- M
- M
- M10
- M11

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## City Council Agenda Bill

<b>SUBJECT:</b>		<b>Agenda Date: February 17, 2015</b>		<b>AB15-014</b>	
<b>A Motion Authorizing Change Order #1 to the Wastewater Treatment Plant Immediate Improvements Construction Project</b>		Department/Committee/Individual			
		Mayor Ken Hearing			
		City Administrator – Londi Lindell			
		City Attorney - Mike Kenyon			
		City Clerk – Susie Oppedal			
		Community & Economic Development – Gina Estep			
		Finance – Dawn Masko			
		Public Works – Mark Rigos			X
Cost Impact: \$20,219 + tax					
Fund Source: Sewer Capital Fund					
Timeline: Immediate					
<b>Attachments:</b> Resolution					
<p><b>SUMMARY STATEMENT:</b></p> <p>In August 2014, North Bend City Council awarded Pacific Crest Construction an emergency construction contract to make necessary improvements at the wastewater treatment plant, including constructing a new outfall and associated piping to allow more flow to travel from the oxidation ditch to the clarifier, constructing a new dewatered sludge loading facility, and replacing two old aeration rotors on the oxidation ditch. Construction began September 29, 2014 and is currently about 70% complete. This change order encompasses 9 separate Work Change Directives (WCD) recommended by Tetra Tech for inclusion in the project. These WCDs are summarized below:</p>					
WCD #	Description	Reason	Cost	Working Days Added	
1	Cut down 2 additional trees along north fence line	Biofilter was relocated to make room for the conveyor. Trenching for pipes was within root zone	\$340	0	
2	Add high level alarm float switch to condensate pump and spare 2” conduit between solids handling building and new handhole adjacent to condensate pump tank.	The float switch will allow the pump to operate automatically. Conduit will allow for future sweeper wash facility if the City desires to construct it	\$981	0	
3	Install City furnished return activated sludge (RAS) and waste activated sludge (WAS) flow meters and remote mounted indicating transmitters	These meters have been down for a few months. They are critical to the correct operation of the plant, allowing the operator to perform necessary mass balance calcs.	\$8,124	0	
4	Replace pushbutton switches on control panel with rotating switches	Push buttons originally planned. Operator feels that rotating switches will be safer/more efficient because he will be able to tell their position at a glance.	\$578	0	
5	Add additional paving between pump house and dewatered sludge area	This will correct drainage and grounds keeping in this area as well as minimize contamination to stormwater	\$3,900	0	
6	Install reversing starter for conveyor operation	Plan error. Tetra Tech will cover the cost of the non-reversing starter.	\$1,662	2	

## City Council Agenda Bill

7	Rotate standby generator plug in station	Station currently sticks out into traveled way. By rotating it to the other side, plug will be better protected from traffic. Also, conduit doesn't extend to panel and does not meet code.	\$1,553	0
8	PCC to furnish drive belts and adjustable motor base for east aeration rotor.	The City thought we had this base plate from a previous contract. We did not and the rotor will not function without it.	\$500	2
9	PCC to install owner furnished ballast (transformer) for UV system and furnish and install 12 new cooling fans for both existing enclosures.	The disinfection capacity is hindered right now due to a ballast that overheated and burned up. This will correct that deficiency and bring the UV capacity to 100%.	\$2,581	0
<b>TOTAL</b>			<b>\$20,219</b>	<b>4</b>

It should be noted that WCD #9 was identified on the project list presented at the March 2013 Council Work Study.

This change order will increase the cost of the project by approximately 2.3% and the time by approximately 2.4%. Following is a table showing the impact to total project cost and time impacts due to this change order:

	Contract Price	Contract Time
Original Contract	\$ 869,000 + tax	168 days to substantial
CO #1	\$ 20,219 + tax	4 days to substantial
<b>Total</b>	<b>\$ 889,219 + tax</b>	<b>173 days to substantial</b>

**COMMITTEE REVIEW AND RECOMMENDATION:** The Transportation and Public Works Committee reviewed this item at its February 11<sup>th</sup> meeting and recommended approval and placement on the consent agenda.

**RECOMMENDED ACTION: MOTION to approve AB15-014, authorizing Change Order #1 to the Wastewater Treatment Plant Immediate Improvements Project.**

### RECORD OF COUNCIL ACTION

<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
February 17, 2015		

Change Order

No. 01

Date of Issuance: February 7, 2015 Effective Date:

Table with contract details: Project (WWTP - Critical Improvements), Owner (City of North Bend), Owner's Contract No., Contract (City of North Bend Wastewater Treatment Plant -Critical Improvements), Date of Contract (September 23, 2014), Contractor (Pacific Crest Construction, Inc), Engineer's Project No. (135-63037-11001-11)

The Contract Documents are modified as follows upon execution of this Change Order:

Description: This Change Order includes the work described in Work Change Directives (WCD) 001 through 009

Attachments (list documents supporting change): WCDs 001, 002, 003, 004, 005, 006, 007, 008, and 009

CHANGE IN CONTRACT PRICE

(prices do not include applicable sales tax):

CHANGE IN CONTRACT TIMES:

Original Contract Price: \$ 869,000 without sales tax

Original Contract Times: [ ] Working days [x] Calendar days
Substantial completion (days or date): 168 days (March 16, 2015)
Ready for final payment (days or date): 238 days (May 25, 2015)
Note: Days and date for substantial completion is based completion of mechanical & Electrical systems

[Increase] [Decrease] from previously approved Change Orders No. to No.: None

[Increase] [Decrease] from previously approved Change Orders No. to No.:
Substantial completion (days): none
Ready for final payment (days): none

Contract Price prior to this Change Order: \$ 869,000 without sales tax

Contract Times prior to this Change Order:
Substantial completion (days or date): none
Ready for final payment (days or date): none

[Increase] [Decrease] of this Change Order: \$ 20,219

[Increase] [Decrease] of this Change Order:
Substantial completion (days or date): 5
Ready for final payment (days or date): 0

Contract Price incorporating this Change Order: \$ 889,219 without sales tax

Contract Times with all approved Change Orders:
Substantial completion (days or date): 173 days
Ready for final payment (days or date): 238 days

RECOMMENDED: By: [Signature] Engineer (Authorized Signature) Date: 2/9/2015

ACCEPTED: By: \_\_\_\_\_ Owner (Authorized Signature) Date: \_\_\_\_\_

ACCEPTED: By: \_\_\_\_\_ Contractor (Authorized Signature) Date: \_\_\_\_\_

Approved by Funding Agency (if applicable): not applicable

Date: \_\_\_\_\_

## **Change Order Instructions**

### **A. GENERAL INFORMATION**

This document was developed to provide a uniform format for handling contract changes that affect Contract Price or Contract Times. Changes that have been initiated by a Work Change Directive must be incorporated into a subsequent Change Order if they affect Price or Times.

Changes that affect Contract Price or Contract Times should be promptly covered by a Change Order. The practice of accumulating Change Orders to reduce the administrative burden may lead to unnecessary disputes.

If Milestones have been listed in the Agreement, any effect of a Change Order thereon should be addressed.

For supplemental instructions and minor changes not involving a change in the Contract Price or Contract Times, a Field Order should be used.

### **B. COMPLETING THE CHANGE ORDER FORM**

Engineer normally initiates the form, including a description of the changes involved and attachments based upon documents and proposals submitted by Contractor, or requests from Owner, or both.

Once Engineer has completed and signed the form, all copies should be sent to Owner or Contractor for approval, depending on whether the Change Order is a true order to the Contractor or the formalization of a negotiated agreement for a previously performed change. After approval by one contracting party, all copies should be sent to the other party for approval. Engineer should make distribution of executed copies after approval by both parties.

If a change only applies to price or to times, cross out the part of the tabulation that does not apply.

Council Packet February 17, 2015  
**Work Change Directive**

No. 001

Date of Issuance: 10/29/2014 Effective Date: 10/29/2014

Project: <u>Wastewater Treatment Plant</u>	Owner: <u>City of North Bend</u>	Owner's Contract No.: <u>63037-11001-11</u>
Contract: <u>Wastewater Treatment Plant - Critical Improvements</u>		Date of Contract: <u>September 29, 2014</u>
Contractor: <u>Pacific Crest</u>		Engineer's Project No.:

**Contractor is directed to proceed promptly with the following change(s):**

Item No.	Description
1	Contractor shall cut down two existing trees along the north fence-line of the Wastewater Treatment Plant as shown on Exhibit WCD-001 which is attached to and made part of this Work Change Directive (WCD).  The Work of this directive does not include additional cutting by the Contractor or limbing of the trees unless Contractor desires to do so in order to safely fell the trees without causing damage to the site improvements.  Owner's forces will cut up and dispose of trees and remove from the Contractors work area in a timely manner.

**Attachments (list documents supporting change):**

Exhibit WCD-001

**Purpose for Work Change Directive:**

Authorization for Work described herein to proceed on the basis of Cost of the Work due to:

- Nonagreement on pricing of proposed change.
- Necessity to expedite Work described herein prior to agreeing to changes on Contract Price and Contract Time.

**Estimated change in Contract Price and Contract Times:**

Contract Price \$ 200 (increase/decrease)      Contract Time 1 (increase/decrease)  
days

Recommended for Approval by Engineer: <u>John Markus, P.E.</u>	Date <u>10/29/2014</u>
Authorized for Owner by:	Date
Received for Contractor by:	Date
Received by Funding Agency (if applicable):	Date:







# Council Packet February 17, 2015

## Work Change Directive

No. 002

Date of Issuance: 10/29/2014 Effective Date: 12/18/2014

Project: <u>Wastewater Treatment Plant</u>	Owner: <u>City of North Bend</u>	Owner's Contract No.: <u>63037-11001-11</u>
Contract: <u>Wastewater Treatment Plant - Critical Improvements</u>		Date of Contract: <u>September 29, 2014</u>
Contractor: <u>Pacific Crest Construction</u>		Engineer's Project No.: <u>135-63037-11001-11</u>

**Contractor is directed to proceed promptly with the following change(s):**

Item No.	Description
1	Contractor shall install an additional 2" diameter PVC electrical conduit from the NW corner of the solids handling building to the electrical handhole (HH) located adjacent to the new condensate pump. Contractor shall install in the same trench as the 1" diameter PVC conduit as shown on the attached Drawings E-102 Rev 3
2	Contractor shall install two additional #14 conductors in the 1" conduit shown on the Contract Drawings E-102. Conductors shall extend from the terminal block to the digital input card in PCP 7000 to the Hand Hole described in item No.1 above.
3	Contractor shall furnish and install a high level alarm float in the foul air condensate pump and connect to the additional conductors described in Item No. 2 above and as shown on the attached drawing M-105 Rev 3. dated 12/18/2014. Contractor shall install a separate 3/4" PVC conduit between the condensate sump and the adjacent hand hole for the high level alarm float level switch cable provided with the float switch.

**Attachments (list documents supporting change):**

M-105 Rev 3 dated 12/18/2014; E-102 Rev 4 dated 12/18/2014; E-110 Rev 3 dated 12/18/2014

**Purpose for Work Change Directive:**

Authorization for Work described herein to proceed on the basis of Cost of the Work due to:

- Nonagreement on pricing of proposed change.
- Necessity to expedite Work described herein prior to agreeing to changes on Contract Price and Contract Time.

**Estimated change in Contract Price and Contract Times:**

Contract Price \$ NTE 700 (increase/~~decrease~~) Contract Time TBD (increase/decrease)  
days

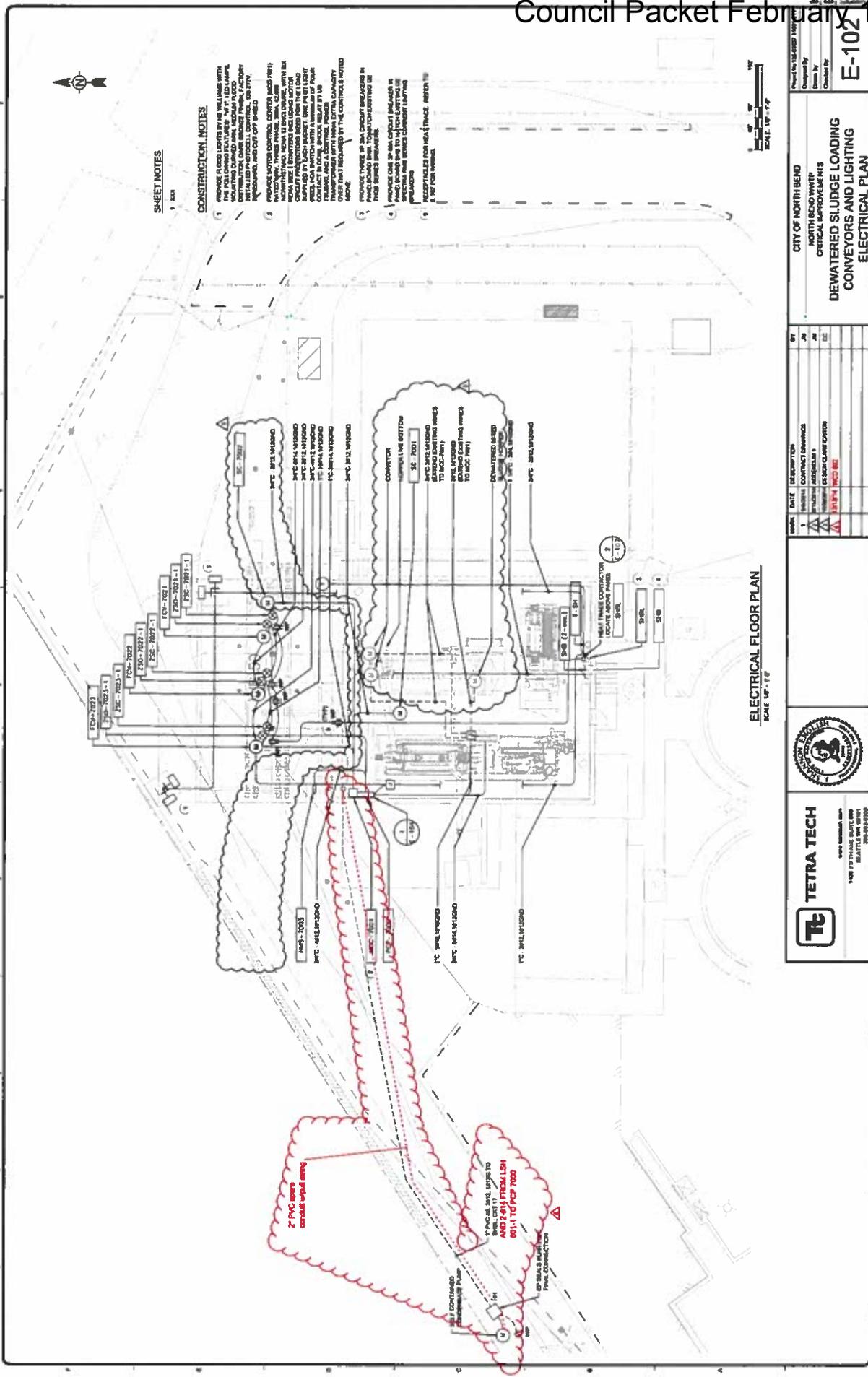
NTE means not to exceed

Recommended for Approval by Engineer: <u>John Markus, P.E.</u>	Date <u>12/18/2014</u>
Authorized for Owner by:	Date
Received for Contractor by:	Date
Received by Funding Agency (if applicable):	Date:









**SHEET NOTES**

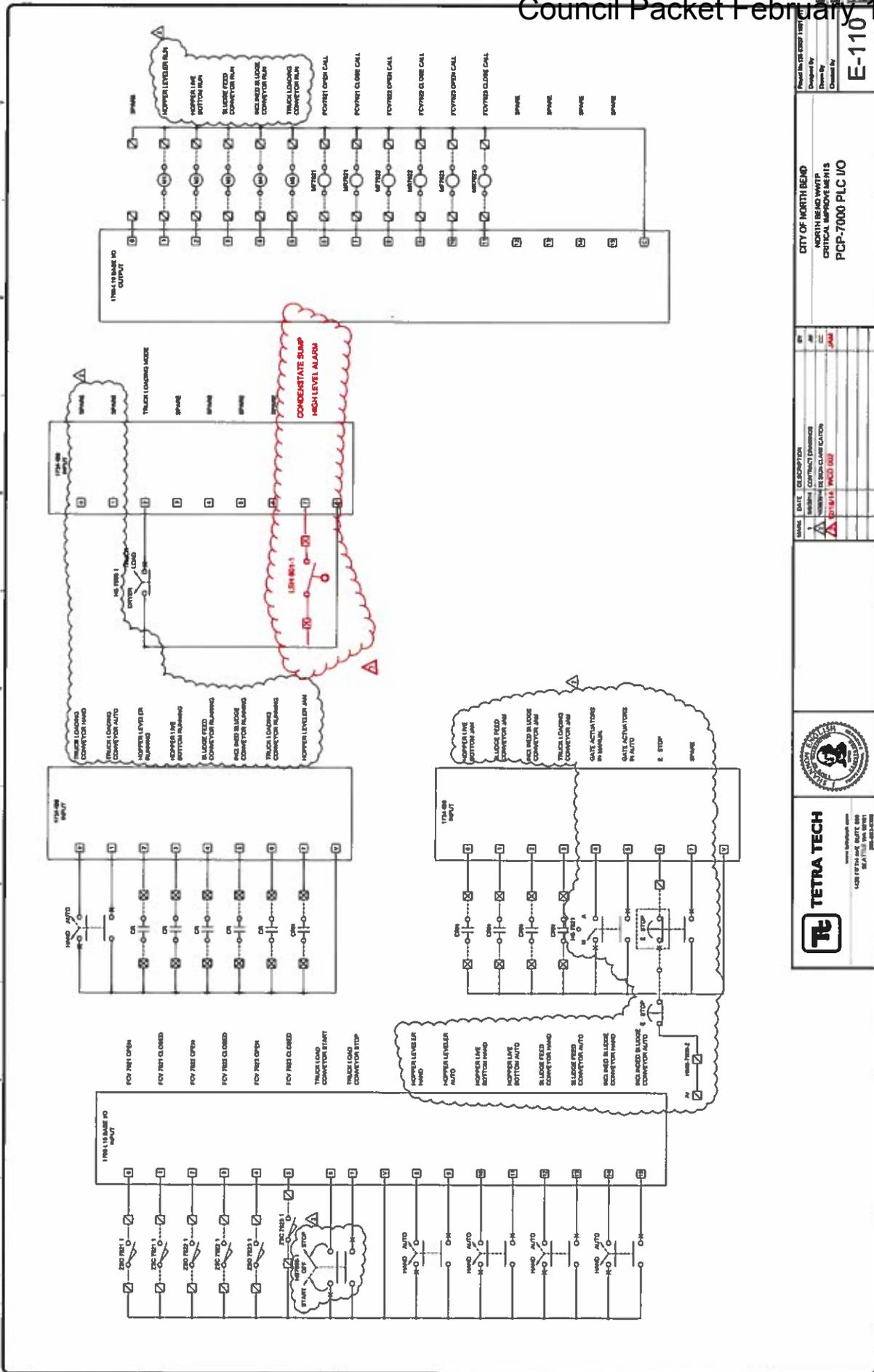
**CONSTRUCTION NOTES**

1. PROVIDE FLOOR FINISH BY THE TRADE WITH THE FLOOR FINISH TO BE DETERMINED BY THE ARCHITECT. PROVIDE CURBED WALL, SLOPED FLOOR, AND FINISH FLOOR TO BE DETERMINED BY THE ARCHITECT. PROVIDE CURBED WALL, SLOPED FLOOR, AND FINISH FLOOR TO BE DETERMINED BY THE ARCHITECT.
2. PROVIDE FLOOR FINISH BY THE TRADE WITH THE FLOOR FINISH TO BE DETERMINED BY THE ARCHITECT. PROVIDE CURBED WALL, SLOPED FLOOR, AND FINISH FLOOR TO BE DETERMINED BY THE ARCHITECT.
3. PROVIDE FLOOR FINISH BY THE TRADE WITH THE FLOOR FINISH TO BE DETERMINED BY THE ARCHITECT. PROVIDE CURBED WALL, SLOPED FLOOR, AND FINISH FLOOR TO BE DETERMINED BY THE ARCHITECT.
4. PROVIDE FLOOR FINISH BY THE TRADE WITH THE FLOOR FINISH TO BE DETERMINED BY THE ARCHITECT. PROVIDE CURBED WALL, SLOPED FLOOR, AND FINISH FLOOR TO BE DETERMINED BY THE ARCHITECT.
5. PROVIDE FLOOR FINISH BY THE TRADE WITH THE FLOOR FINISH TO BE DETERMINED BY THE ARCHITECT. PROVIDE CURBED WALL, SLOPED FLOOR, AND FINISH FLOOR TO BE DETERMINED BY THE ARCHITECT.
6. PROVIDE FLOOR FINISH BY THE TRADE WITH THE FLOOR FINISH TO BE DETERMINED BY THE ARCHITECT. PROVIDE CURBED WALL, SLOPED FLOOR, AND FINISH FLOOR TO BE DETERMINED BY THE ARCHITECT.
7. PROVIDE FLOOR FINISH BY THE TRADE WITH THE FLOOR FINISH TO BE DETERMINED BY THE ARCHITECT. PROVIDE CURBED WALL, SLOPED FLOOR, AND FINISH FLOOR TO BE DETERMINED BY THE ARCHITECT.
8. PROVIDE FLOOR FINISH BY THE TRADE WITH THE FLOOR FINISH TO BE DETERMINED BY THE ARCHITECT. PROVIDE CURBED WALL, SLOPED FLOOR, AND FINISH FLOOR TO BE DETERMINED BY THE ARCHITECT.
9. PROVIDE FLOOR FINISH BY THE TRADE WITH THE FLOOR FINISH TO BE DETERMINED BY THE ARCHITECT. PROVIDE CURBED WALL, SLOPED FLOOR, AND FINISH FLOOR TO BE DETERMINED BY THE ARCHITECT.
10. PROVIDE FLOOR FINISH BY THE TRADE WITH THE FLOOR FINISH TO BE DETERMINED BY THE ARCHITECT. PROVIDE CURBED WALL, SLOPED FLOOR, AND FINISH FLOOR TO BE DETERMINED BY THE ARCHITECT.

**ELECTRICAL FLOOR PLAN**  
SCALE: 1/4" = 1'-0"

<p><b>TETRA TECH</b> 1400 PLYMOUTH BLVD SUITE 100 ANN ARBOR, MI 48106-1000 PH: 734.769.8000 WWW.TETRA-TECH.COM</p>		<p><b>CITY OF NORTH BEND</b> NORTH BEND WWTP CRITICAL IMPROVEMENTS DEWATERED SLUDGE LOADING CONVEYORS AND LIGHTING ELECTRICAL PLAN</p>	<p>Project No: 15-0007-11000 Designed by: [Signature] Checked by: [Signature] Created by: [Signature]</p> <p><b>E-102</b></p>
<p>DATE: 10/14/14</p>	<p>BY: [Signature]</p>	<p>DATE: 10/14/14</p>	<p>BY: [Signature]</p>
<p>DATE: 10/14/14</p>	<p>BY: [Signature]</p>	<p>DATE: 10/14/14</p>	<p>BY: [Signature]</p>





**TETRA TECH**  
 1425 FIVE POINTS BLVD. SUITE 200  
 FARMINGTON, CT 06030  
 TEL: 860-634-6200

**CITY OF NORTH BEND**  
 NORTH BEND WWTP  
 CRITICAL IMPROVEMENTS  
 PCP-7000 PLC I/O

NO.	DATE	DESCRIPTION
1	01/14/15	ISSUE CONTRACT DOCUMENTS
2	01/14/15	ISSUE CONTRACT DOCUMENTS
3	01/14/15	ISSUE CONTRACT DOCUMENTS

Prepared by: [Signature]  
 Drawn by: [Signature]  
 Checked by: [Signature]

**E-110**



**Work Change Directive**

No. 003

Date of Issuance: January 7, 2015 Effective Date: \_\_\_\_\_

Project: <u>WWTP Critical Improvements</u>	Owner: <u>City of North Bend</u>	Owner's Contract No.:
Contract: <u>North Bend Wastewater Treatment Plant Critical Improvements</u>		Date of Contract:
Contractor: <u>Pacific Crest Construction Inc</u>		Engineer's Project No.: <u>135-63037-11001-11</u>

**Contractor is directed to proceed promptly with the following change(s):**

Item No.	Description
1.	<u>Remove existing waste activated sludge and return activated sludge flow meters and install new Owner Furnished Flow Meters with remote mounted indicator transmitters and connect to existing field wiring as shown on the attached Drawings WCD 003 - M1 and WCD 003 - E1. The Work includes all labor, materials, supplies and testing to make complete and functional flow metering system for the waste activated sludge flow and return activated sludge flow.</u>

**Attachments (list documents supporting change):**

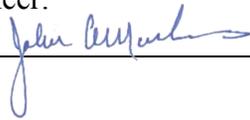
**Purpose for Work Change Directive:**

Authorization for Work described herein to proceed on the basis of Cost of the Work due to:

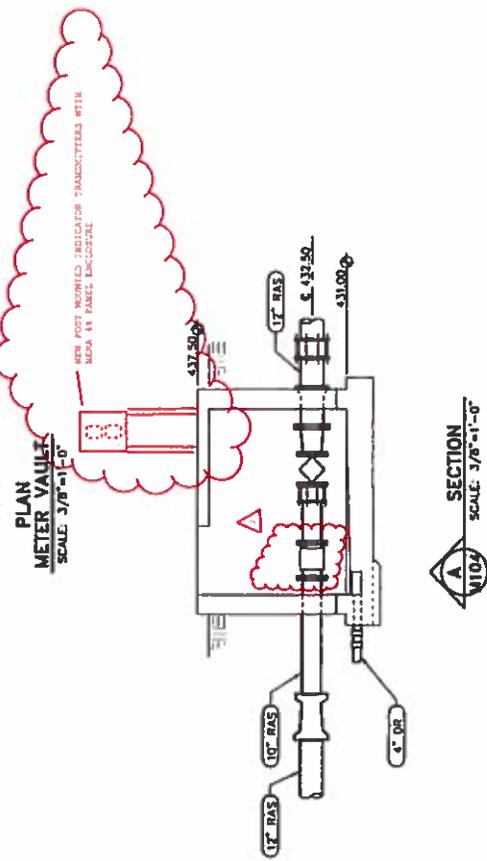
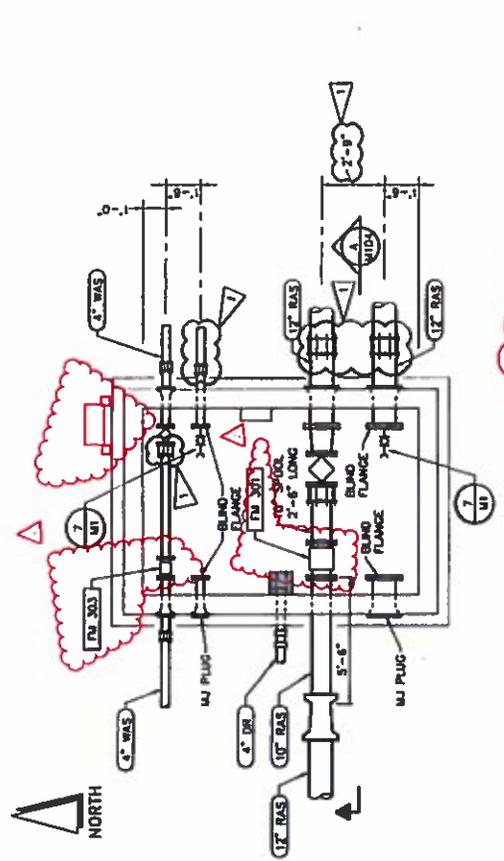
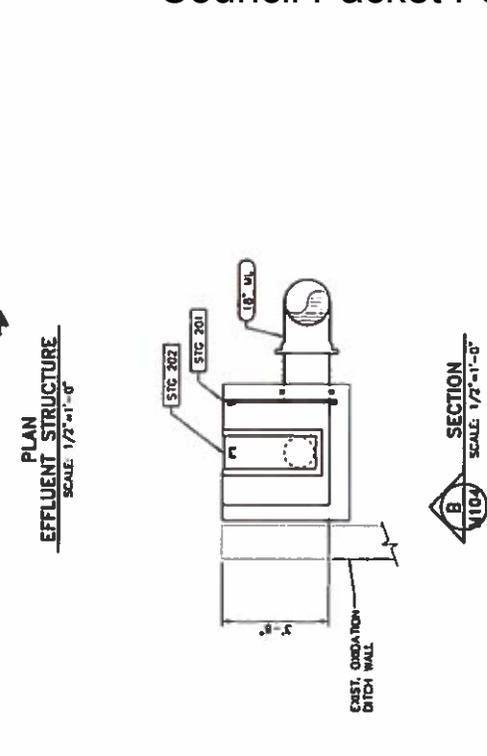
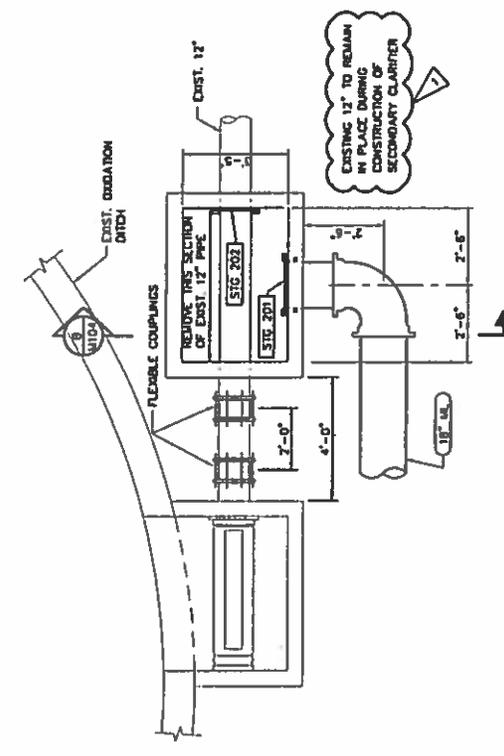
- Nonagreement on pricing of proposed change.
- Necessity to expedite Work described herein prior to agreeing to changes on Contract Price and Contract Time.

**Estimated change in Contract Price and Contract Times:**

Contract Price \$ 8124 (increase/~~decrease~~) not to exceed Contract Time 2 (increase/~~decrease~~) days

Recommended for Approval by Engineer: <u>John A Markus, P.E. for Tetra Tech</u> 	Date <u>1/7/2015</u>
Authorized for Owner by:	Date
Received for Contractor by:	Date
Received by Funding Agency (if applicable):	Date:





WCD 003 -

<p><b>METER VAULT/ EFFLUENT STRUCTURE MECHANICAL PLANS AND SECTIONS</b></p>		<p><b>CITY OF NORTH BEND WASHINGTON</b></p>		<p><b>CLARIFIER, PHASE I</b></p>	
<p><b>EARTH TECH</b></p> <p>100 S. 102nd St., Suite 100 North Bend, WA 98048 PH: (509) 338-1100 www.earthtech.com</p>		<p><b>DESIGNED BY:</b> K. G. ...</p> <p><b>CHECKED BY:</b> ...</p>		<p><b>DATE:</b> JULY 1987</p> <p><b>SCALE:</b> CAD 1/4"=1'-0"</p>	







**Technical Note**

0040100450, Rev A

January 2012

Rosemount RO

# IP68-Submergence Proof Rating on Magnetic Flowmeter Sensors

Although an instrument can carry a rating for submergence proof, it still must be installed per local codes to maintain that rating and possible warranty related to the rating. However, there are some best practices to help maintain the IP rating of the sensors.

- Pull apart of the conduit or open ends that are not being used for cable runs with an IP approved nut, and PTFE tape or paste on the threads to prevent water ingress into the junction box.
- For the cable runs, these should be done in an IP approved conduit, and the conduit bands that connect to the junction box must also be IP approved.
- If available, order the option code from the vendor that supplies the cable run a read attached to the sensor terminals and potted with a dielectric die. Also MPT be followed to code with IP as the cable used for control and signal are not IP rated.

**NOTE:**

If the appropriate cable, nuts, and conduit connections are used, then potting is not required in the junction box. Potting can be added if additional ingress protection is desired.

- This is NOT a hard requirement. It is important to note that even if this option is selected, IP conduit is still required since the cable supplied by Emerson Process Management is not IP approved.

- On the Rosemount 005 potted magnetic flowmeter sensors, this option can be ordered as specified one of the following options

05	Potted Reote Junction box with 50 feet of Reote Raie
10	Potted Reote Junction box with 100 feet of Reote Raie
15	Potted Reote Junction box with 150 feet of Reote Raie
20	Potted Reote Junction box with 200 feet of Reote Raie
30	Potted Reote Junction box with 300 feet of Reote Raie

- On the Rosemount 050 A magnetic flowmeter for the water and waste water industry, this option can be ordered on potted meters on the specified one of the following options

A	Potted Reote Junction box with 50 feet of Reote Raie
10	Potted Reote Junction box with 100 feet of Reote Raie
15	Potted Reote Junction box with 150 feet of Reote Raie
20	Potted Reote Junction box with 200 feet of Reote Raie
E	Potted Reote Junction box with 250 feet of Reote Raie
30	Potted Reote Junction box with 300 feet of Reote Raie

**NOTE:**

This potted reote junction box option is on available on reote mount sites as the transmitters are NOT rated for IP continuous submergence installations.

(1) Potting - the process of filling the sensor junction box with a dielectric gel that helps protect the terminal block from any moisture that may enter the junction box.

Rosemount

Electrical classification and... Plant, local and state electrical codes has a... between the responsibilities of the customer. An instrument shall carry an explosion proof rating, for example, but when installed into a hazardous area, a... of the... and conductive... must be rated for installation into that area based on the Plant, local and state codes.

Standard Terms and Conditions of Sale can be found at www.rosemount.com/terms\_of\_sale
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Emerson Process Management
100 Winchester Drive
Boulder, Colorado USA 80301
Tel: +1 303 522 2200
Tel: International +1 303 522 5200
Fax: +1 303 530 5400

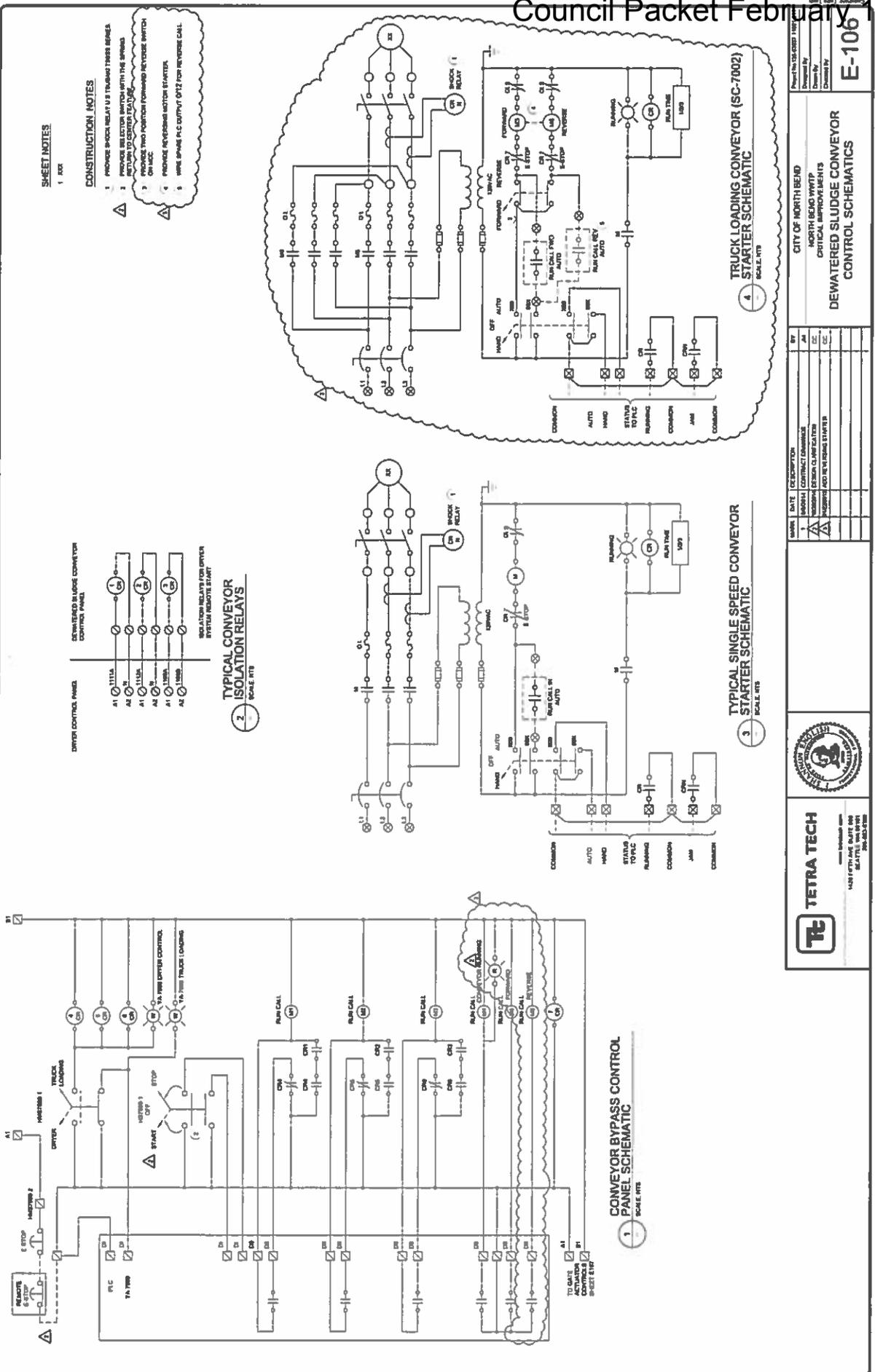
Emerson Process Management
Flow
Neonstraat 1
3813 DE Ede
The Netherlands
Tel: +31 (0)31 45555
Fax: +31 (0)31 45555

Emerson FZE
P.O. Box 10033
Jeffrey Avenue One
Dubai AE
Tel: +971 4 411 1100
Fax: +971 4 411 5405

Emerson Process Management Asia Pacific
Pte Ltd
1 Pandan Crescent
Singapore 12401
Tel: +65 6335 2111
Fax: +65 6335 0040
Service Support Hotline: +65 6335 0011
Email: Enquiries@AP.EmersonProcess.com







**TETRA TECH**

1401 WEST 10TH AVENUE  
DENVER, CO 80202  
303.555.7200

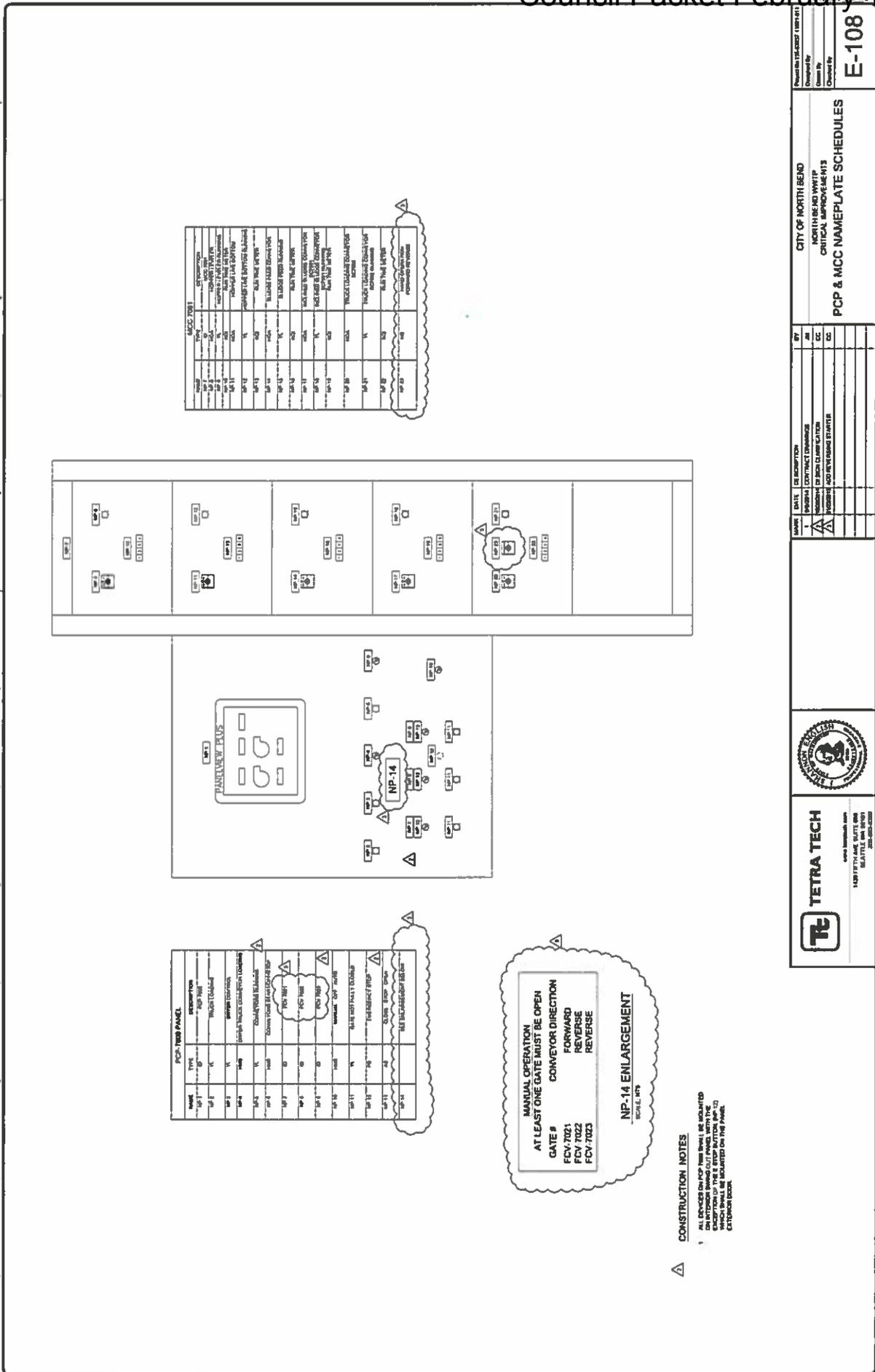
**CITY OF NORTH BEND**  
NORTH BEND WWTP  
CRITICAL IMPROVEMENTS  
DEWATERED SLUDGE CONVEYOR  
CONTROL SCHEMATICS

**E-106**

NO.	DATE	DESCRIPTION
1		ISSUED FOR CONSTRUCTION
2		ISSUED FOR CONSTRUCTION
3		ISSUED FOR CONSTRUCTION
4		ISSUED FOR CONSTRUCTION

BY: [Signature]  
 CHECKED BY: [Signature]  
 DESIGNED BY: [Signature]  
 DRAWN BY: [Signature]





**PCP NAMEPLATE**

Symbol	Type	Description
NP-1	SP	STOP
NP-2	OK	POWER ON
NP-3	OK	POWER OFF
NP-4	SP	STOP
NP-5	SP	STOP
NP-6	SP	STOP
NP-7	SP	STOP
NP-8	SP	STOP
NP-9	SP	STOP
NP-10	SP	STOP
NP-11	SP	STOP
NP-12	SP	STOP
NP-13	SP	STOP
NP-14	SP	STOP
NP-15	SP	STOP
NP-16	SP	STOP
NP-17	SP	STOP
NP-18	SP	STOP
NP-19	SP	STOP
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NP-92	SP	STOP
NP-93	SP	STOP
NP-94	SP	STOP
NP-95	SP	STOP
NP-96	SP	STOP
NP-97	SP	STOP
NP-98	SP	STOP
NP-99	SP	STOP
NP-100	SP	STOP

**MCC NAMEPLATE**

Symbol	Type	Description
MCC-1	SP	STOP
MCC-2	SP	STOP
MCC-3	SP	STOP
MCC-4	SP	STOP
MCC-5	SP	STOP
MCC-6	SP	STOP
MCC-7	SP	STOP
MCC-8	SP	STOP
MCC-9	SP	STOP
MCC-10	SP	STOP
MCC-11	SP	STOP
MCC-12	SP	STOP
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MCC-14	SP	STOP
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MCC-93	SP	STOP
MCC-94	SP	STOP
MCC-95	SP	STOP
MCC-96	SP	STOP
MCC-97	SP	STOP
MCC-98	SP	STOP
MCC-99	SP	STOP
MCC-100	SP	STOP

**MANUAL OPERATION**  
**AT LEAST ONE GATE MUST BE OPEN**  
**CONVEYOR DIRECTION**  
 FORWARD  
 REVERSE  
 REVERSE

**NP-14 ENLARGEMENT**  
 SCALE: 1/8"

**CONSTRUCTION NOTES**

1 ALL DEVICES ON PCP NAME SHALL BE MOUNTED ON AUTOMATIC BEARING MOUNTING BRACKET WHICH SHALL BE MOUNTED ON THE PANEL EXTENSION BLOCK.

**TETRA TECH**  
 1400 TETRA TECH BLVD  
 SUITE 100  
 SEATTLE, WA 98108  
 206-465-0200



**CITY OF NORTH BEND**  
 NORTH BEND WWTP  
 CRITICAL IMPROVEMENTS  
**PCP & MCC NAMEPLATE SCHEDULES**

NAME	DATE	DESCRIPTION	BY
1		ISSUED FOR CONSTRUCTION	AM
2		ISSUED FOR CONSTRUCTION	CC
3		ISSUED FOR CONSTRUCTION	CC

Sheet No. 15-0007 - 100% PLOT  
 Drawn By  
 Checked By  
**E-108**  
 See Schedule 1.000



**Work Change Directive**

No. 005

Date of Issuance: JANUARY 25, 2015 Effective Date: \_\_\_\_\_

Project: <u>WWTP CRITICAL IMPROVEMENTS</u>	Owner: <u>CITY OF NORTH BEND</u>	Owner's Contract No.: <u>135-63037-11001-11</u>
Contract: <u>NORTH BEND WASTEWATER TREATMENT PLANT - CRITICAL IMPROVEMENTS</u>		Date of Contract: <u>SEPTEMBER 29, 2015</u>
Contractor: <u>PACIFIC CREST CONSTRUCTION, INC</u>		Engineer's Project No.: <u>135-63037-11001-11</u>

**Contractor is directed to proceed promptly with the following change(s):**

Item No.	Description
1	INSTALL ADDITIONAL ASPHALTIC PAVEMENT IN AREA SHOWN ON THE ATTACHED DRAWINGS.
	RAISE DOWN SPOUT ON SOUTH SIDE OF SOLID STORAGE AREA BUILDING TO PROVIDE A MINIMUM OF 2 INCHES CLEARANCE BETWEEN NEW PAVEMENT AND BOTTOM OF DOWNSPOUT

**Attachments (list documents supporting change):**

G-005, C-101, AND C-102

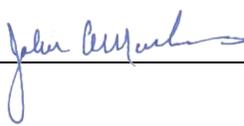
**Purpose for Work Change Directive:**

Authorization for Work described herein to proceed on the basis of Cost of the Work due to:

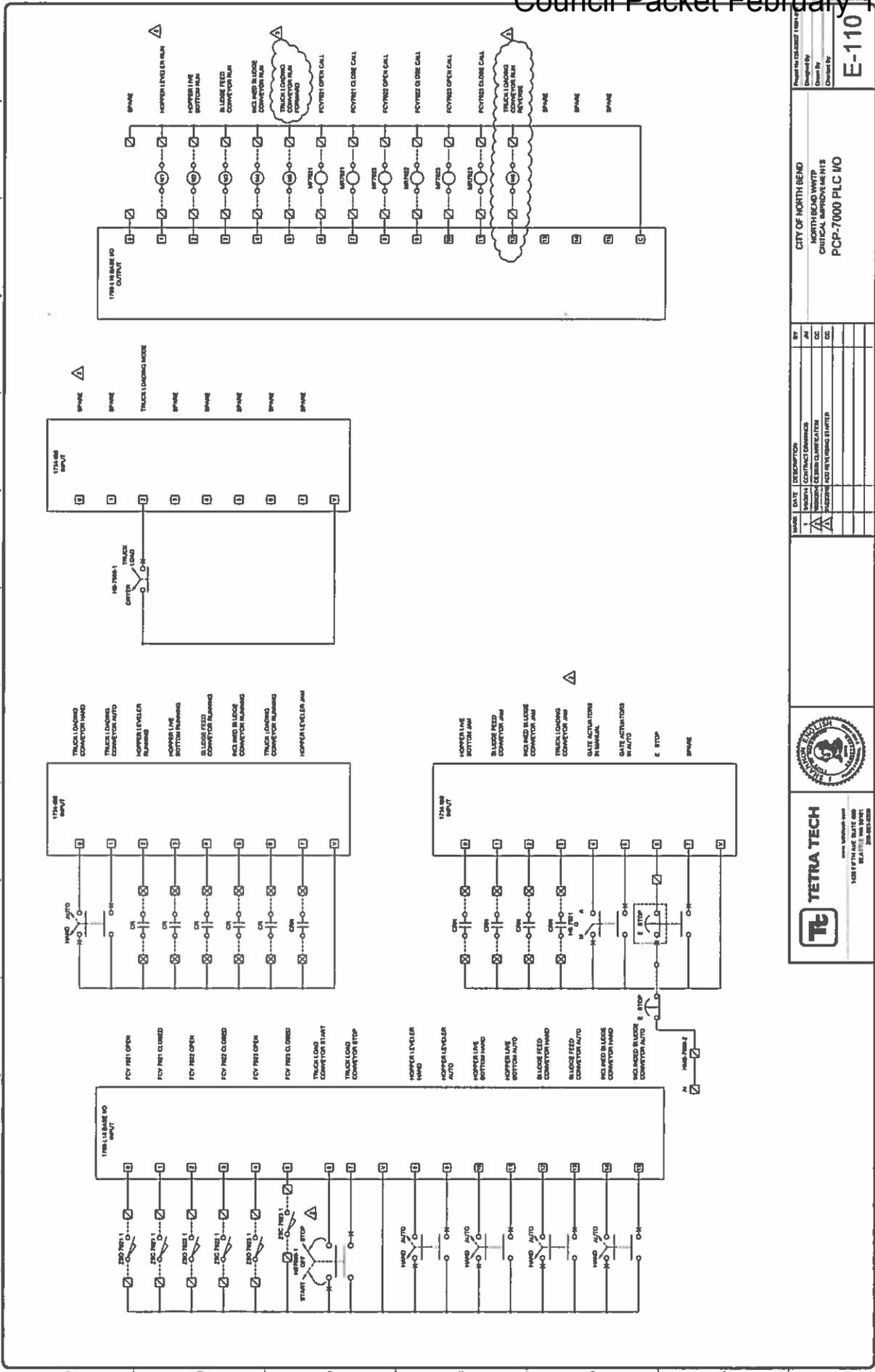
- Nonagreement on pricing of proposed change.
- Necessity to expedite Work described herein prior to agreeing to changes on Contract Price and Contract Time.

**Estimated change in Contract Price and Contract Times:**

Contract Price \$ 3900 (increase/~~decrease~~) Contract Time 0 (increase/~~decrease~~) days

Recommended for Approval by Engineer: <u>John A Markus, PE for Tetra Tech Inc</u> 	Date <u>2/9/2015</u>
Authorized for Owner by:	Date
Received for Contractor by:	Date
Received by Funding Agency (if applicable):	Date:





Project No: 24-2007 Title: 11

Designed by: \_\_\_\_\_  
 Drawn by: \_\_\_\_\_  
 Checked by: \_\_\_\_\_

**E-110**

CITY OF NORTH BEND  
 NORTH BEND WWTP  
 CRITICAL IMPROVEMENTS  
 PCP-7000 PLC NO

MARK	DATE	DESCRIPTION
A		ISSUE CONTRACT DRAWINGS
Δ		ISSUE GENERAL COMMENTS
Δ		ISSUE FOR REVISIONS STARTER

BY: \_\_\_\_\_  
 JH  
 CS  
 CS

**TETRA TECH**  
 1401 17TH AVE SUITE 200  
 BEND, OR 97701  
 503-325-2000

175A 500V INPUT

175A 500V INPUT

175A 500V INPUT





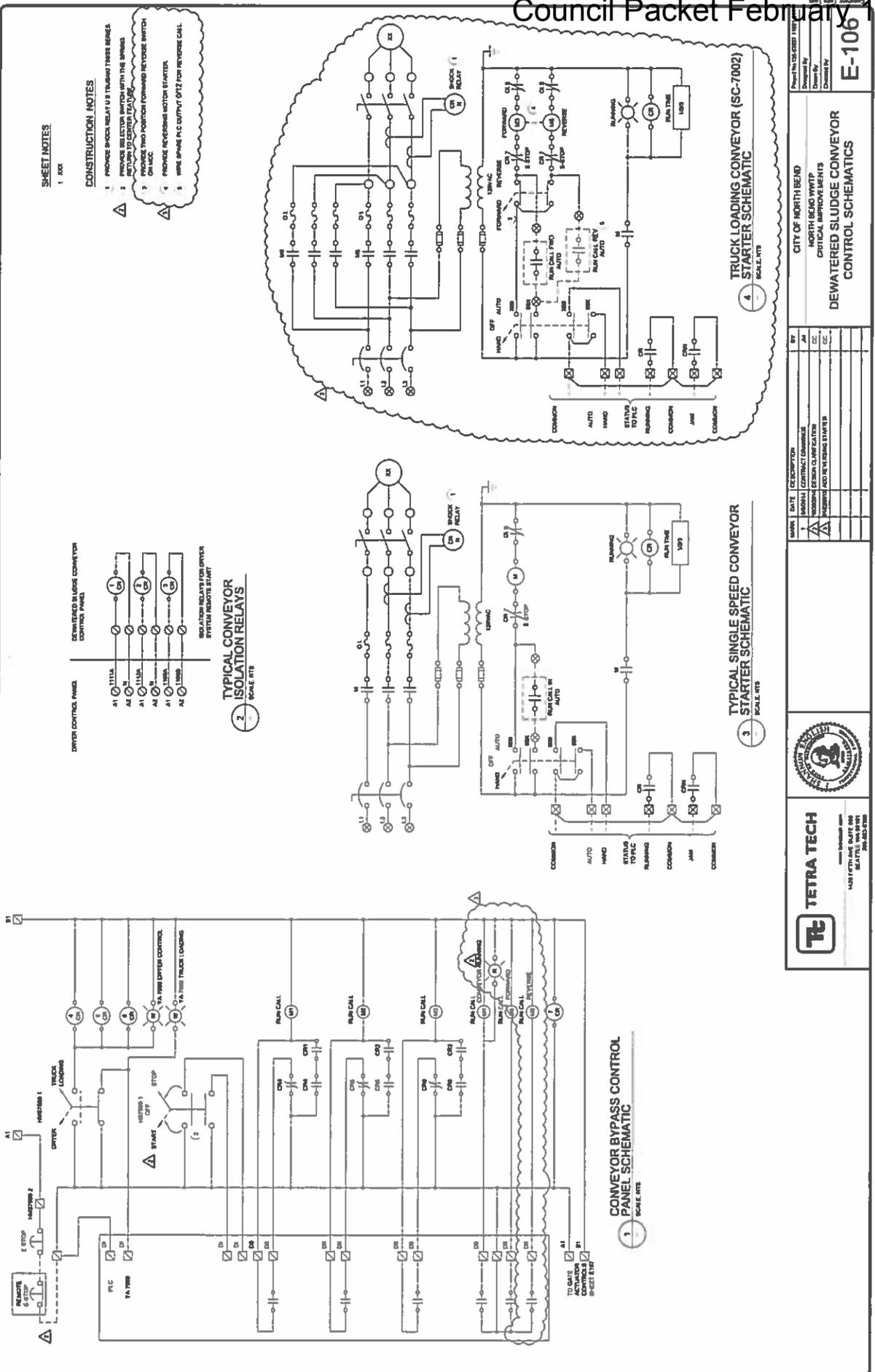












**TETRA TECH**

1401 W. 17th Ave. Suite 100  
Denver, CO 80202  
303.555.1234

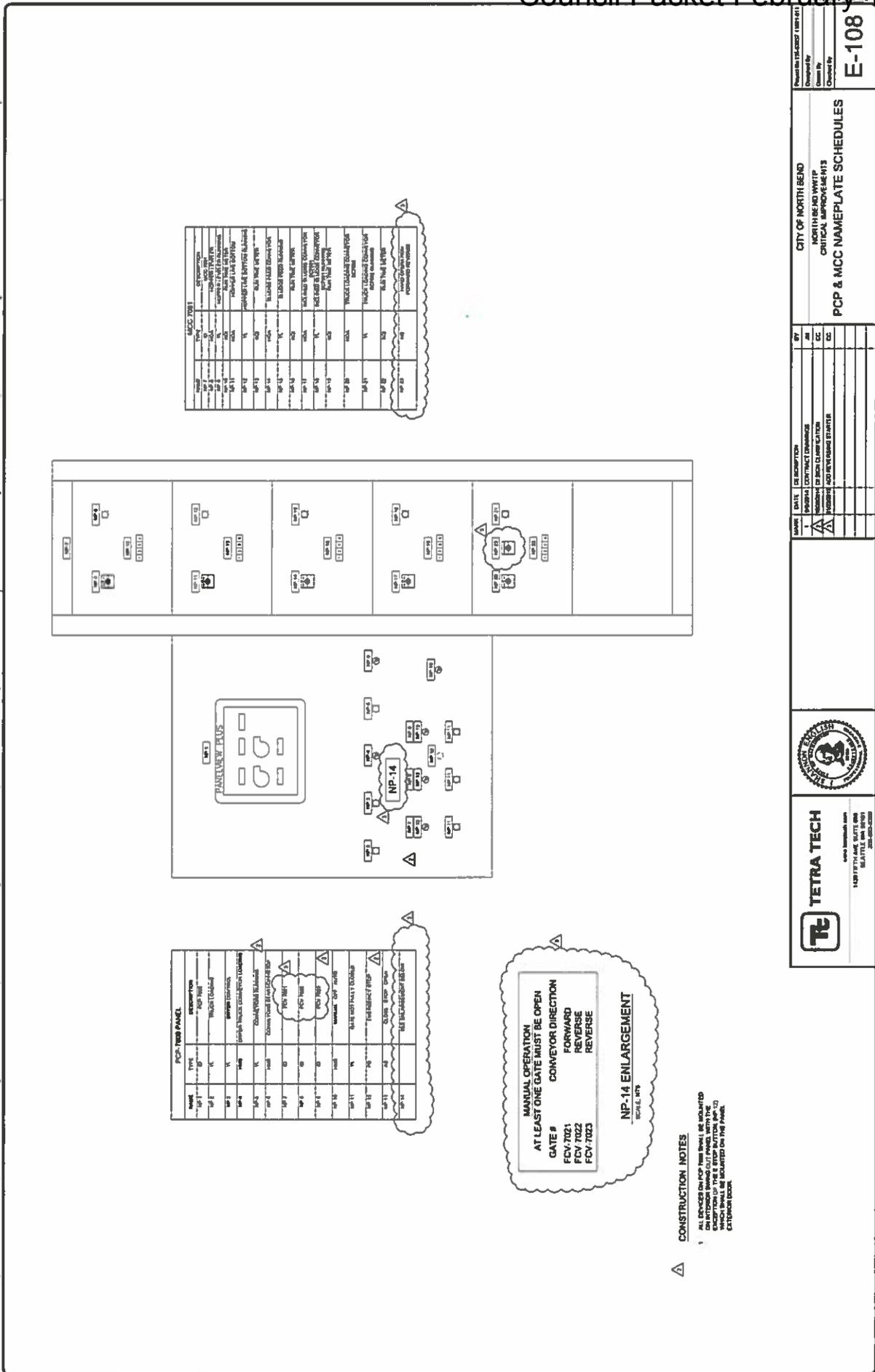
**CITY OF NORTH BEND**  
NORTH BEND WWTP  
CRITICAL IMPROVEMENTS  
DEWATERED SLUDGE CONVEYOR  
CONTROL SCHEMATICS

**E-106**

NO.	DATE	DESCRIPTION
1		ISSUED FOR CONSTRUCTION
2		ISSUED FOR CONSTRUCTION
3		ISSUED FOR CONSTRUCTION
4		ISSUED FOR CONSTRUCTION
5		ISSUED FOR CONSTRUCTION
6		ISSUED FOR CONSTRUCTION
7		ISSUED FOR CONSTRUCTION
8		ISSUED FOR CONSTRUCTION
9		ISSUED FOR CONSTRUCTION
10		ISSUED FOR CONSTRUCTION

BY: [Signature]  
 DESIGNED BY: [Signature]  
 CHECKED BY: [Signature]  
 DRAWN BY: [Signature]





**PCP - NP-14 PANEL**

MARK	TYPE	DESCRIPTION
NP-1	SP	STOP
NP-2	TK	TRIP ON FAILURE
NP-3	TK	POWER FAILURE
NP-4	TK	STOP ON BLOCK COMPLETION FAILURE
NP-5	TK	STOP ON FAILURE RELEASE
NP-6	TK	STOP ON FAILURE RELEASE
NP-7	TK	STOP ON FAILURE RELEASE
NP-8	TK	STOP ON FAILURE RELEASE
NP-9	TK	STOP ON FAILURE RELEASE
NP-10	TK	STOP ON FAILURE RELEASE
NP-11	TK	STOP ON FAILURE RELEASE
NP-12	TK	STOP ON FAILURE RELEASE
NP-13	TK	STOP ON FAILURE RELEASE
NP-14	TK	STOP ON FAILURE RELEASE

**MCC-7001**

MARK	TYPE	DESCRIPTION
MCC-7001	TK	STOP ON FAILURE RELEASE
MCC-7002	TK	STOP ON FAILURE RELEASE
MCC-7003	TK	STOP ON FAILURE RELEASE
MCC-7004	TK	STOP ON FAILURE RELEASE
MCC-7005	TK	STOP ON FAILURE RELEASE
MCC-7006	TK	STOP ON FAILURE RELEASE
MCC-7007	TK	STOP ON FAILURE RELEASE
MCC-7008	TK	STOP ON FAILURE RELEASE
MCC-7009	TK	STOP ON FAILURE RELEASE
MCC-7010	TK	STOP ON FAILURE RELEASE
MCC-7011	TK	STOP ON FAILURE RELEASE
MCC-7012	TK	STOP ON FAILURE RELEASE
MCC-7013	TK	STOP ON FAILURE RELEASE
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MCC-7022	TK	STOP ON FAILURE RELEASE
MCC-7023	TK	STOP ON FAILURE RELEASE
MCC-7024	TK	STOP ON FAILURE RELEASE
MCC-7025	TK	STOP ON FAILURE RELEASE
MCC-7026	TK	STOP ON FAILURE RELEASE
MCC-7027	TK	STOP ON FAILURE RELEASE
MCC-7028	TK	STOP ON FAILURE RELEASE
MCC-7029	TK	STOP ON FAILURE RELEASE
MCC-7030	TK	STOP ON FAILURE RELEASE

**MANUAL OPERATION**  
 AT LEAST ONE GATE MUST BE OPEN  
 CONVEYOR DIRECTION  
 FORWARD  
 FCV-7021  
 FCV-7022  
 FCV-7023

**NP-14 ENLARGEMENT**  
 SCALE: NTS

**CONSTRUCTION NOTES**

1 ALL DEVICES ON PCP PANEL SHALL BE MOUNTED ON AUTOMATICALLY OPERATING MOUNTS WHICH SHALL BE MOUNTED ON THE PANEL EXTENSION BLOCK.

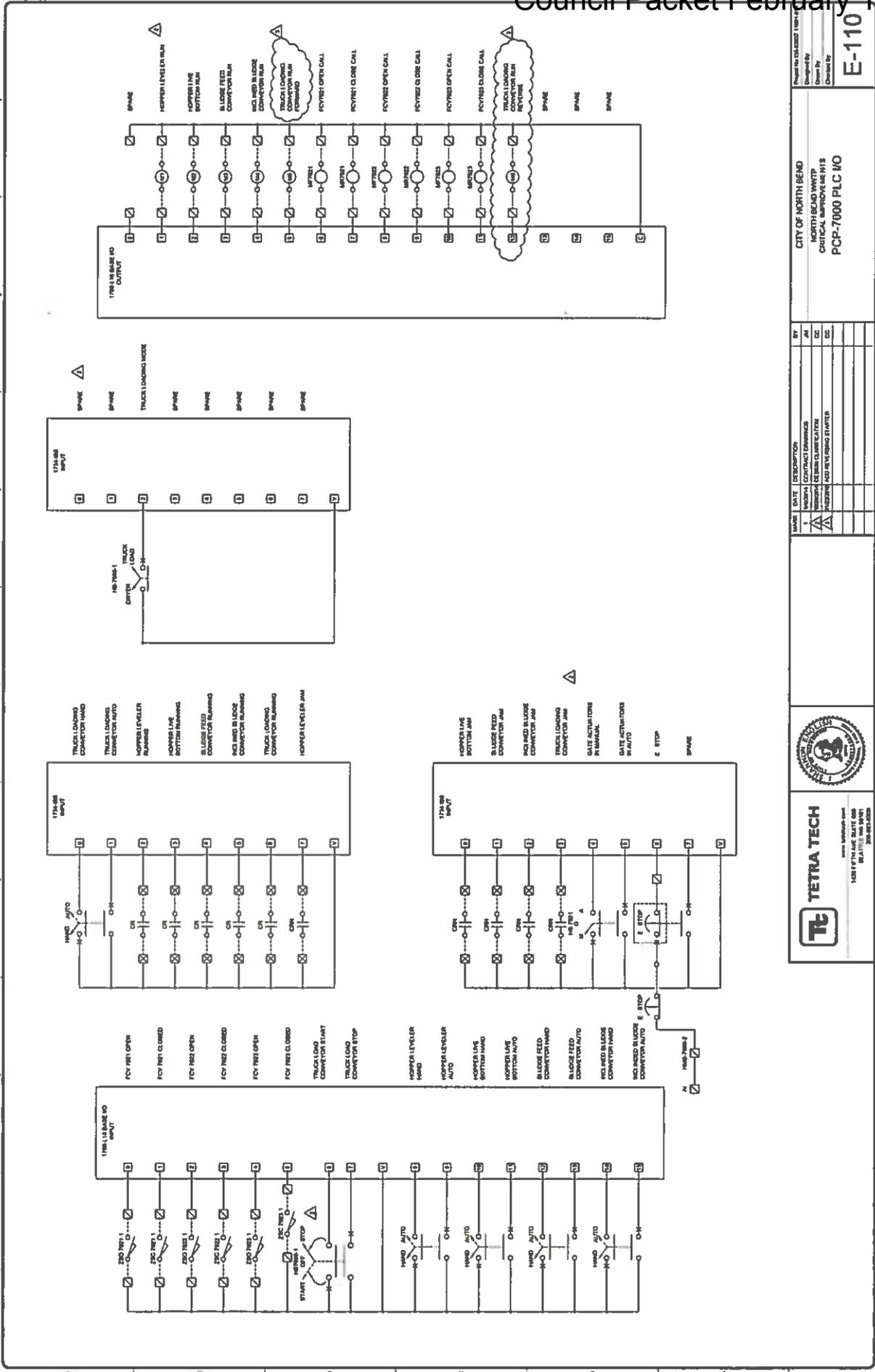
**TETRA TECH**  
 1400 TETRA TECH BLVD  
 SUITE 100  
 SEATTLE, WA 98108  
 206-465-0200

**CITY OF NORTH BEND**  
 NORTH BEND WWTP  
 CRITICAL IMPROVEMENTS  
 PCP & MCC NAMEPLATE SCHEDULES

NAME	DATE	DESCRIPTION	BY
1		ISSUE FOR CONTRACT SUBMITTAL	AM
2		REVISION TO ADD THE BOARD STAFFER	CC
3			CC

Revised On: 02-20-15 1:00 PM  
 Drawn By:  
 Checked By:  
**E-108**  
 See Worksheet 1 of 2





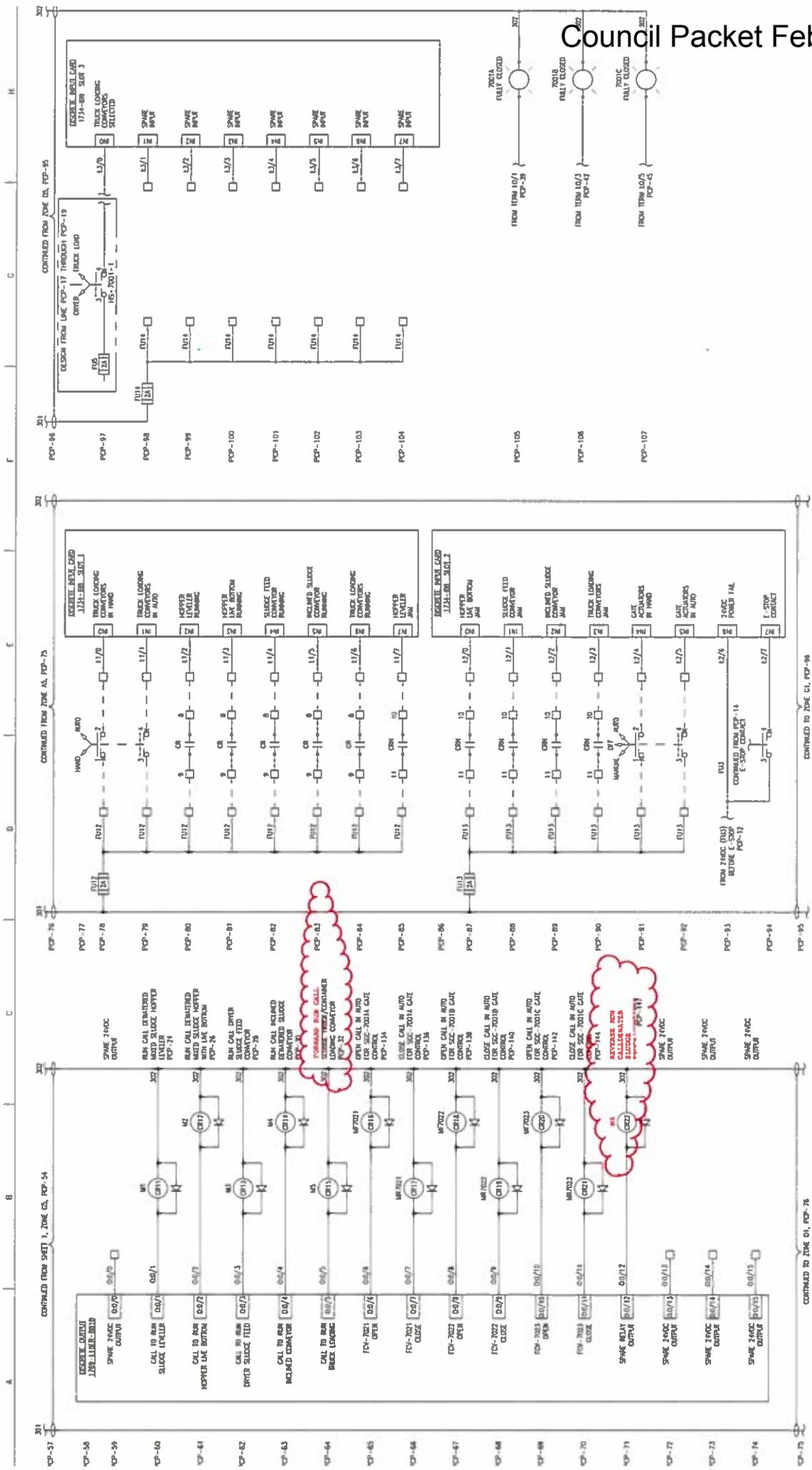
Project No. 14-0007 1/16/15  
 Drawn By: [Blank]  
 Checked By: [Blank]  
**E-110**

CITY OF NORTH BEND  
 NORTH BEND WWTP  
 CRITICAL IMPROVEMENTS  
 PCP-7000 PLC NO

MARK	DATE	DESCRIPTION
A		ISSUE FOR CONTRACT DISMISSED
B		ISSUE FOR CONTRACT DISMISSED
C		ISSUE FOR CONTRACT DISMISSED
D		ISSUE FOR CONTRACT DISMISSED
E		ISSUE FOR CONTRACT DISMISSED

**TETRA TECH**  
 1401 17TH AVE SUITE 200  
 BEND, OR 97701  
 TEL: 503-325-2000





NOTE NUMBER	NOTE DESCRIPTION
1	SEE SHEET 1 FOR ELEVATION LAYOUTS AND BILL OF MATERIAL
2	REFER TO GATE VALVE ACTUATOR CONTROL DRAWING FOR MORE DETAILS
3	
4	
5	

REV	DATE	DESCRIPTION
A	10/7/14	SUBMITTAL DRAWING
B	10/31/14	RE-SUBMITTAL DRAWING

DATE	BY	APP. BY	REVISIONS

PROJECT NUMBER	DATE	BY	APPROVED
15-7001-1	10/14	MEI	
	10/14	MEI	

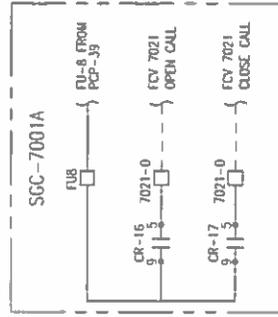
PROJECT INFORMATION
PROJECT NUMBER: 15-7001-1
DATE: 10/14
DESCRIPTION: DEGRADED SLUDGE TRACK LOADING SYSTEM
DRAWN BY: MEI
CHECKED BY: MEI
APPROVED BY: MEI

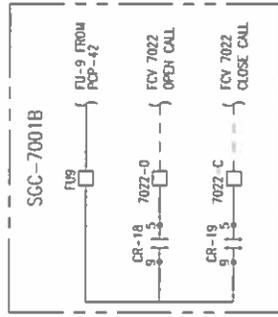
DRAWING TITLE
DEGRADED SLUDGE TRACK LOADING SYSTEM
CONTROL PANEL ELEMENTARY WIRING DIAGRAM
PROJECT INFORMATION: DEGRADED SLUDGE TRACK LOADING SYSTEM
LOCATION: NORTH BEND, WASHINGTON STATE
DWG NO: 15153-002
SHEET: 3 of 4



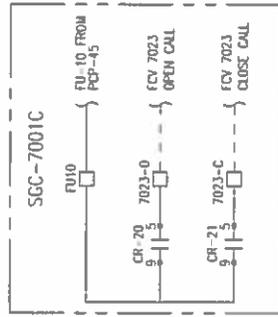
A B C D E F G H



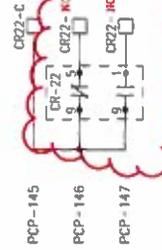
PCP-133  
PCP-134  
PCP-135  
PCP-136



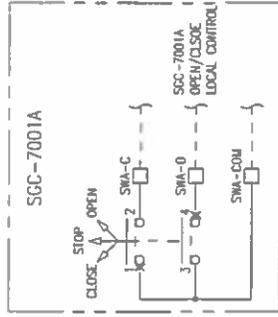
PCP-137  
PCP-138  
PCP-139  
PCP-140



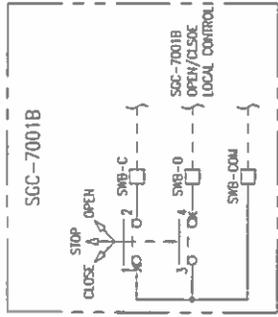
PCP-141  
PCP-142  
PCP-143  
PCP-144



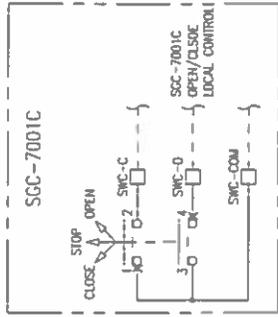
PCP-145  
PCP-146  
PCP-147



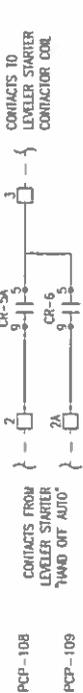
PCP-124  
PCP-125  
PCP-126



PCP-127  
PCP-128  
PCP-129



PCP-130  
PCP-131  
PCP-132



PCP-108  
PCP-109



PCP-110  
PCP-111



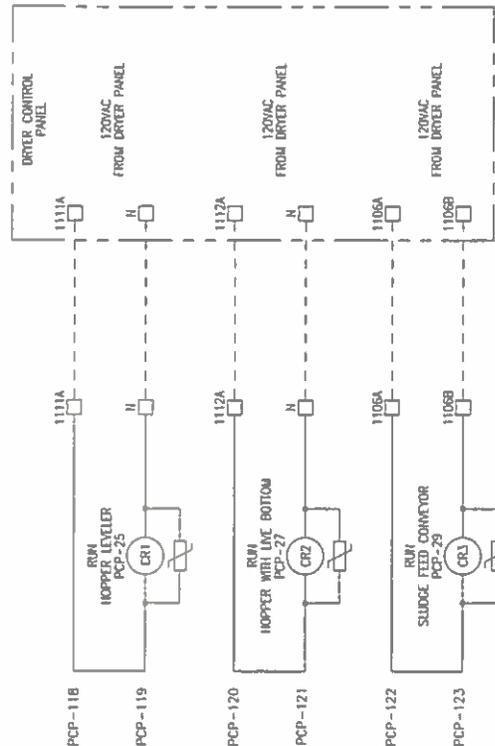
PCP-112  
PCP-113



PCP-114  
PCP-115



PCP-116  
PCP-117



PCP-118  
PCP-119  
PCP-120  
PCP-121  
PCP-122  
PCP-123

NOTE NUMBER	NOTE DESCRIPTION	REV	DATE	REVISIONS	ORIGIN	CD	APL	BY	DATE	DESCRIPTION	APPROVED
1	SEE SHEET 1 FOR ELEVATION LAYOUTS AND BILL OF MATERIALS	A	10/17/14		MEL	ROH			10/17/14	PROJECT	
2		B	10/21/14		MEL	ROH			10/17/14	RE-SEMI-TOTAL DRAWING	
3											
4											
5											

DRAWING TITLE: DEWATERED SLUDGE CONVERTER CONTROL PANEL ELECTRICAL WIRING DIAGRAM
PROJECT: WWP CRITICAL IMPROVEMENTS
LOCATION: DEWATERED SLUDGE TRACK LOADING STATION
DATE: 10/17/14
DWG NO: 13151-4003
SHEET: 4 OF 4





**Council Packet February 17, 2015  
Work Change Directive**

No. 007

Date of Issuance: \_\_\_\_\_ Effective Date: \_\_\_\_\_

Project: WWTP Critical Improvements	Owner: City of North Bend	Owner's Contract No.:
Contract: North Bend Wastewater Treatment Plant - Critical Improvements		Date of Contract: 9/23/2014
Contractor: Pacific Crest Construction, Inc		Engineer's Project No.: 135-63037-11001-11

**Contractor is directed to proceed promptly with the following change(s):**

Item No.	Description
1	Rotate emergency generator plug-in receptacle station and convenience receptacles on existing stanchion support and provide conduit nipple between existing 3 inch conduit coupling and receptacle enclosure to bring system into compliance with electrical code and to eliminate safety hazard associated with the vehicle travel way obstruction caused by the existing configuration of the receptacles. The existing installation does not conform with the electrical code and was constructed as part of the ULID 6 improvements.

**Attachments (list documents supporting change):**

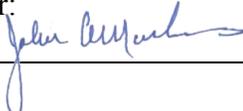
**Purpose for Work Change Directive:**

Authorization for Work described herein to proceed on the basis of Cost of the Work due to:

- Nonagreement on pricing of proposed change.
- Necessity to expedite Work described herein prior to agreeing to changes on Contract Price and Contract Time.

**Estimated change in Contract Price and Contract Times:**

Contract Price \$ 1,553 (increase/decrease)      Contract Time \_\_\_\_\_ (increase/decrease)  
days

Recommended for Approval by Engineer: John A. Markus P.E. for Tetra Tech, Inc 	Date 2/9/2015
Authorized for Owner by:	Date
Received for Contractor by:	Date
Received by Funding Agency (if applicable):	Date:



Council Packet February 17, 2015  
**Work Change Directive**

No. 008

Date of Issuance: \_\_\_\_\_ Effective Date: \_\_\_\_\_

Project: WWTP Critical Improvements	Owner: City of North Bend	Owner's Contract No.:
Contract: North Bend Wastewater Treatment Plant - Critical Improvements		Date of Contract: 9/23/2014
Contractor: Pacific Crest Construction, Inc		Engineer's Project No.: 135-63037-11001-11

**Contractor is directed to proceed promptly with the following change(s):**

Item No.	Description
1	PCC to furnish and install 3 new drive belts for the east aeration rotor system and one OSHA approved drive belt guard.

**Attachments (list documents supporting change):**

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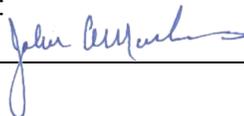
**Purpose for Work Change Directive:**

Authorization for Work described herein to proceed on the basis of Cost of the Work due to:

- Nonagreement on pricing of proposed change.
- Necessity to expedite Work described herein prior to agreeing to changes on Contract Price and Contract Time.

**Estimated change in Contract Price and Contract Times:**

Contract Price \$ 500 (increase/~~decrease~~)      Contract Time 0 (~~increase/decrease~~)  
 Not to Exceed \_\_\_\_\_ days

Recommended for Approval by Engineer: John A Markus, PE for Tetra Tech, Inc. 	Date 2/9/2015
Authorized for Owner by:	Date
Received for Contractor by:	Date
Received by Funding Agency (if applicable):	Date:









## City Council Agenda Bill

<b>SUBJECT:</b>		<b>Agenda Date: February 17, 2015</b>		<b>AB15-015</b>	
<p><b>A Motion Authorizing an Extension of the Animal Services Interlocal Agreement (ILA) with King County through December 31, 2017</b></p> <p>Cost Impact: N/A</p> <p>Fund Source: N/A</p> <p>Timeline: Immediate</p>		Department/Committee/Individual			
		Mayor Ken Hearing			
		City Administrator – Londi Lindell			
		City Attorney - Mike Kenyon			
		City Clerk – Susie Oppedal			
		Community & Economic Development – Gina Estep			
		Finance – Dawn Masko			<b>X</b>
		Public Works – Mark Rigos			
<p><b>Attachments:</b> Agreement to Extend Animal Services ILA; Attachment A (RASKC ILA Extension Dates); Attachment B (List of Contracting Cities)</p>					
<p><b>SUMMARY STATEMENT:</b></p> <p>The City’s current Interlocal Agreement (ILA) with King County for animal control services expires on December 31, 2015. The attached Agreement would extend the ILA through December 31, 2017 under the same terms and conditions of the current agreement. The current agreement is available for review in the City Clerk’s office.</p> <p>Regional Animal Services of King County (RASKC) currently provides animal services for unincorporated King County and 25 contract cities. Costs are primarily based on services provided and population of the contract city. Council has already adopted budget appropriations for 2015 and 2016 as part of the biennial budget. Any modifications to estimated costs will be addressed as part of the 2015-2016 budget modification and the 2017-2018 biennial budget process.</p> <p>If the City chooses not to extend the agreement with King County, alternative services must be explored and procured prior to the expiration of the current contract on December 31, 2015. Due to competing workload priorities, staff will not have time to conduct an analysis of alternative options and compare service levels and associated costs prior to the extension deadline of March 1, 2015. Staff will utilize the coming years to consider alternative options, compare service levels and associated costs, and determine whether the City should continue to contract with King County for animal services beyond 2017.</p>					
<p><b>COMMITTEE REVIEW AND RECOMMENDATION:</b> This item was provided to the Finance &amp; Administration Committee electronically for review and they have recommended passage on the Consent Agenda.</p>					
<p><b>RECOMMENDED ACTION: MOTION to approve AB15-015, authorizing the Agreement to Extend Animal Services Interlocal Agreement through December 31, 2017.</b></p>					
<b>RECORD OF COUNCIL ACTION</b>					
<i>Meeting Date</i>		<i>Action</i>		<i>Vote</i>	
February 17, 2015					



**AGREEMENT TO EXTEND  
ANIMAL SERVICES INTERLOCAL AGREEMENT  
THROUGH DECEMBER 31, 2017**

This AGREEMENT is made and entered into by and between KING COUNTY, a Washington municipal corporation and legal subdivision of the State of Washington (the "County") and the undersigned Cities ("Contracting Cities").

WHEREAS, the County and each Contracting City entered into an Interlocal Agreement regarding the provision of animal control, sheltering and licensing services for the period of 2013 through 2015 ("Interlocal Agreement"); and

WHEREAS, the Interlocal Agreement took effect on July 1, 2012 and remains in effect through December 31, 2015, unless otherwise extended through December 31, 2017; and

WHEREAS, the Interlocal Agreement provides for a two-year extension of Term in Subparagraph 4.b.; and

WHEREAS, Subparagraph 4.b, section i, states either Party may propose amendments to the Agreement as a condition of an extension; and

WHEREAS, Subparagraph 4.b, section ii, states that nothing in this Agreement shall be construed to compel either Party to agree to an extension or amendment of the Agreement, either on the same or different terms; and

WHEREAS, Subparagraph 4.b, section iii, states that the County agrees to give serious consideration to maintaining the various credits provided to the Contracting City under this Agreement in any extension of the Agreement; and

WHEREAS, the County and Contracting Cities ("the Parties") wish to extend the Interlocal Agreement through December 31, 2017, as contemplated within Section 4 of the Interlocal Agreement;

NOW THEREFORE, in consideration of the promises, covenants and agreements contained in the Interlocal Agreement, as extended, the Parties agree as follows:

1. The Interlocal Agreement shall remain in effect through December 31, 2017 under the same terms and conditions and may not be terminated for convenience.
2. In order to maintain the same terms and conditions, dates within Interlocal Agreement shall reflect the extended 2016 and 2017 period, as set forth in Attachment A.
3. The County may sign an agreement with additional cities for provision of animal services prior to the expiration of the extended Interlocal Agreement, but only if the additional city agreement will not increase the Contracting Cities' costs payable to the County under the Interlocal Agreement.

- 4. The Parties agree that, in light of their decision to now extend the Interlocal Agreement for an additional two year term as provided herein, procedures set forth in Section 4 of the Interlocal Agreement for meeting to discuss the prospect of an extension, for proposing amendments to the Interlocal Agreement during the extended term and for providing notice of intent to extend the Interlocal Agreement are superfluous. The Parties accordingly waive their rights to such procedures.
  
- 5. This Agreement to extend the Interlocal Agreement may be executed in counterparts by each Contracting City and each such counterpart shall be deemed to be an original instrument, but all such counterparts together shall constitute one instrument.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed effective this \_\_\_\_ day of \_\_\_\_\_, 2015.

**King County**

**City of North Bend**

\_\_\_\_\_  
 Dow Constantine  
 King County Executive

\_\_\_\_\_  
 Kenneth Hearing  
 Mayor, City of North Bend

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Approved as to Form:

Approved as to Form:

\_\_\_\_\_  
 Deputy Prosecuting Attorney

\_\_\_\_\_  
 North Bend City Attorney

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

ATTACHMENT A

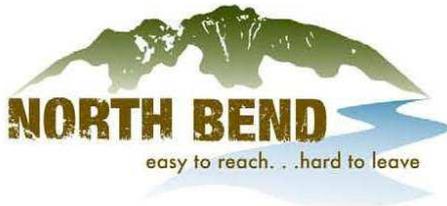
RASKC ILA Extension Dates

Section 1(d)	Definition of "Agreement" means this Animal Services Interlocal Agreement for <del>2013-2015</del> <u>2016 and 2017</u> ....
Section 4(e)	Limited Reopener and Termination: " If a countywide, voter approved property tax levy for funding some or all of the Animal Services program is proposed that would impose new tax obligations before January 1, <del>2016</del> <u>2018</u> ..."
Section 7(c)	ii – " The City may request licensing revenue support from the County in <del>2014 and 2015</del> <u>2016 and 2017</u> ..." - "...provision of licensing revenue support in <del>2014 and 2015</del> <u>2016 and 2017</u> ..."
Exhibit A, Part II Shelter Services	"During <del>2013-2015</del> <u>2016 and 2017</u> "
Exhibit C, Part 2	
- Bullet #2	"(fixed at 2013 level, payable annually through <del>2015-2017</del> )" "(also fixed at a 2013 level, payable annually through <del>2015</del> <u>2017</u> )"
- Bullet #3	"In <del>2014 and 2015</del> <u>2016 and 2017</u> ..."  ".. Licensing Revenue Support Cities with a licensing Revenue Target over \$20,000/year will be assured such services in <del>2013-2015-2016 and 2017</del> "
- Bullet #4	"...of total New Regional Revenues, in <del>2014 and 2015-2016</del> <u>and 2017</u> ..."
- Bullet #5	"In Service Years <del>2014 and 2015-2016</del> <u>and 2017</u> ..."
Exhibit C4 – Transition Funding Credit, Shelter Credit, Estimated new Regional Revenue	
A. Transition Funding Credit	"..these cities will receive credit at the level calculated for 2013 in the 2010 Agreement for Service Years <del>2013, 2014 and 2015-2016 and 2017</del> , ..."
B. Shelter Credit	"A total of \$750,000 will be applied as a credit in each of the Service Years <del>2013-2015-2016 and 2017</del> ..."
	Table 3 title "Annual Shelter Credit Allocation – <del>2013-2015-2016 and 2017</del> "
Exhibit C5 Licensing Revenue Support (E)	"In <del>2014 and 2015-2016 and 2017</del> ..." and "...Exhibit F with respect to all <del>3</del> service years ( <u>2016 and 2017</u> )"
Exhibit C5 Licensing Revenue Support, Table 2	"For Service Year <del>2015-2016 and 2017</del> ..."
Exhibit C-7	"...Licensing Revenue Support in Service Years <del>2014 or 2015</del> <u>2016 or 2017</u> ..."

**ATTACHMENT B**

**King County – Regional Animal Services – Contracting Cities**

Beaux Arts	Maple Valley
Bellevue	Mercer Island
Black Diamond	Newcastle
Carnation	North Bend
Clyde Hill	Redmond
Covington	Sammamish
Duvall	SeaTac
Enumclaw	Shoreline
Issaquah	Snoqualmie
Kenmore	Tukwila
Kent	Woodinville
Kirkland	Yarrow Point
Lake Forest Park	



## City Council Agenda Bill

<b>SUBJECT:</b>		<b>Agenda Date: February 17, 2015</b>	<b>AB15-016</b>
<b>A Resolution authorizing a Professional Services Contract with AECOM Technology Corporation</b>		Department/Committee/Individual	
		Mayor Ken Hearing	
		City Administrator – Londi Lindell	
		City Attorney - Mike Kenyon	
		City Clerk – Susie Oppedal	
		Community & Economic Development – Gina Estep	
		Finance – Dawn Masko	
		Public Works – Mark Rigos	
Cost Impact: \$8,000			
Fund Source: Development Accounts			
Timeline: Immediate			
<b>Attachments:</b> Resolution, Contract including work scope and fee estimate			
<p><b>SUMMARY STATEMENT:</b></p> <p>Quadrant Homes has submitted a preliminary plat application and the City of North Bend has provided a notice of complete application for a conglomeration of 7 parcels to be developed into 160 lots near SE 137<sup>th</sup> Place and Stilson Avenue. The location of the sewer lift station will be south of Opstad Elementary School. Due to the topography of the area and the elevation of the existing sanitary sewer system, a sewer lift station will be required to convey wastewater to the existing system.</p> <p>Under this contract, AECOM (formerly URS) will provide review services for the engineering calculations, plans, specifications, and estimates that will be created by the developer’s engineering consultant for the proposed lift station. URS has previously performed work for the City, including working with Gray &amp; Osborne to design the head works and new lift station at the WWTP in conjunction with the ULID #6 conveyance system.</p> <p>This contract is written on a time and materials basis for an amount not to exceed \$8,000 without prior written approval. All costs associated with this contract will be pass-through costs to be borne by the developer proposing the lift station(s).</p>			
<p><b>COMMITTEE REVIEW AND RECOMMENDATION:</b> The Transportation and Public Works Committee reviewed this item at its February 11, 2015 meeting and recommended approval and placement on the consent agenda.</p>			
<p><b>RECOMMENDED ACTION: MOTION to approve AB15-016, a resolution authorizing a professional services contract with AECOM Technology Corporation.</b></p>			
<b>RECORD OF COUNCIL ACTION</b>			
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>	
February 17, 2015			



**RESOLUTION**

**A RESOLUTION OF THE CITY OF NORTH BEND,  
WASHINGTON, AUTHORIZING THE MAYOR TO  
EXECUTE A CONTRACT WITH AECOM FOR  
ENGINEERING SERVICES**

**WHEREAS**, Quadrant Homes has submitted a preliminary plat for approximately 160 lots known as Cedar Landing; and

**WHEREAS**, the City of North Bend has issued a letter of complete application; and

**WHEREAS**, the topography of the area is not conducive to a sanitary sewer system that gravity flows into the existing system; and

**WHEREAS**, Quadrant Homes has proposed constructing one or more sanitary sewer lift stations to overcome the topographical limitations; and

**WHEREAS**, AECOM has the expertise necessary to review, evaluate, and provide comments on the feasibility and accuracy of the engineering calculations, plans, specifications, and estimates for the proposed lift station(s);

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF NORTH BEND,  
WASHINGTON, DOES HEREBY RESOLVE AS FOLLOWS:**

**Section 1.** The City Council authorizes the Mayor to execute a professional services contract in an amount not to exceed \$8,000.00 with AECOM Technology Services to review engineering calculations, plans, specifications, and estimates for sewer lift stations proposed by Quadrant Homes for the preliminary plat titled Cedar Landing.

**PASSED BY THE CITY COUNCIL OF THE CITY OF NORTH BEND,  
WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 17<sup>th</sup> DAY OF  
FEBRUARY, 2015.**

**CITY OF NORTH BEND:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**Kenneth G. Hearing, Mayor**

\_\_\_\_\_  
**Michael R. Kenyon, City Attorney**

**ATTEST/AUTHENTICATED:**

Effective:  
Posted:

\_\_\_\_\_  
**Susie Oppedal, City Clerk**



**CONTRACT FOR SERVICES  
City of North Bend and AECOM Technology Corporation**

This Agreement is entered into by and between the City of North Bend, Washington, a municipal corporation of the State of Washington, hereinafter referred to as "the City," and AECOM Technology Corporation, hereinafter referred to as "the Consultant."

WHEREAS, the City has determined the need to have certain services performed for its citizens; and

WHEREAS, the City desires to have the Consultant perform such services pursuant to certain terms and conditions; NOW, THEREFORE,

IN CONSIDERATION OF the mutual benefits and conditions set forth below, the parties hereto agree as follows:

1. **Scope of Services to be Performed by Consultant.** The Consultant shall perform those services described on Exhibit "A" attached hereto and incorporated herein by this reference as if fully set forth. In performing such services, the Consultant shall at all times comply with all federal, state, and local statutes, rules, and ordinances applicable to the performance of such services and the handling of any funds used in connection therewith.
2. **Compensation and Method of Payment.** The City shall pay the Consultant for services rendered within ten (10) days after City Council voucher approval. The Consultant will bill the City monthly based upon actual time expended and expenses incurred on the project based on the fee proposal in Exhibit "B", the Consultant shall be paid a total amount not to exceed \$8,000 without written modification of the Agreement signed by the City. The Consultant shall complete and return Exhibit "C", Taxpayer Identification Number, to the City prior to or along with the first billing invoice submittal.
3. **Duration of Agreement.** This Agreement shall be in full force and effect for a period commencing February 2, 2015, and ending December 31, 2016, unless sooner terminated under the provisions hereinafter specified or extended through a mutually agreed upon written amendment to this agreement.
4. **Ownership, Form, and Use of Documents.** All documents, drawings, specifications, and other materials produced by the Consultant in connection with the services rendered under this Agreement shall be the property of the City whether the project for which they are made is executed or not. The Consultant shall provide to the City all final documents, reports, or studies in printed and electronic form unless otherwise designated in Exhibit A. Unless otherwise directed in writing by the City, all final documents, reports, or studies shall be provided to the City in both a PDF and Word format. Where applicable, all Complete Plan Set Drawings shall include all Specifications and shall be submitted to the City in the most updated version of AutoCAD in an unrestricted format and in accordance with City Code. The Consultant shall not be responsible for any use or modifications of said documents, drawings, specifications, or other materials by the City or its representatives for any purpose other than the project specified in the Agreement.
5. **Independent Consultant.** The Consultant and the City agree that the Consultant is an independent Consultant with respect to the services provided pursuant to this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties hereto. Neither the Consultant nor any employee of the Consultant shall be entitled to any benefits accorded City employees by virtue of the services provided under this Agreement. The City shall not be responsible for paying, withholding, or otherwise deducting any customary state or federal payroll deductions, including but not limited to FICA, FUTA, state industrial insurance, state workers compensation, or otherwise assuming the duties of an employer with respect to the Consultant or any employee of the Consultant.

6. **Indemnification.** The Consultant shall indemnify, defend, and hold harmless the City, its officers, agents, and employees, from and against any and all claims, losses, or liability, including reasonable attorneys' fees, arising from injury or death to persons or damage to property to the extent caused by any negligent act, omission, or failure of the Consultant, its officers, agents, and employees, in performing the work required by this Agreement. With respect to the performance of this Agreement and as to claims against the City, its officers, agents, and employees, the Consultant expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, for injuries to its employees, and agrees that the obligation to indemnify, defend, and hold harmless provided for in this paragraph extends to any claim brought by or on behalf of any employee of the Consultant. This waiver is mutually negotiated by the parties. This paragraph shall not apply to any damage resulting from the sole negligence of the City, its agents, and employees. To the extent that any of the damages referenced by this paragraph were caused by or resulted from the concurrent negligence of the City, its agents, or employees, this obligation to indemnify, defend, and hold harmless is valid and enforceable only to the extent of the negligence of the Consultant, its officers, agents, and employees.
  
7. **Insurance.**
  - A. The Consultant shall procure and maintain in full force throughout the duration of the Agreement commercial general liability insurance with a minimum coverage of \$1,000,000 per occurrence/aggregate for personal injury and property damage. Said policy shall name the City of North Bend as an additional named insured and shall include a provision prohibiting cancellation or reduction in the amount of said policy except upon thirty (30) days prior written notice to the City. Cancellation of the required insurance shall automatically result in termination of this Agreement.
  
  - B. In addition to the insurance provided for in Paragraph A above, the Consultant shall procure and maintain in full force professional liability insurance for those services delivered pursuant to this Agreement that, either directly through Consultant employees or indirectly through contractual or other arrangements with third parties, involve providing professional services. Such professional liability insurance shall be maintained in an amount not less than \$1,000,000 combined single limit per claim/aggregate. For the purposes of this Paragraph "professional services" shall include, but not be limited to, the provision of any services provided by any licensed professional.
  
  - C. Certificates of coverage as required by Paragraphs A and B above shall be delivered to the City within fifteen (15) days of execution of this Agreement.
  
8. **Record Keeping and Reporting and "Red Flag" Rules.**
  - A. The Consultant shall maintain accounts and records, including personnel, property, financial, and programmatic records, which sufficiently and properly reflect all direct and indirect costs of any nature expended and services performed pursuant to this Agreement. The Consultant shall also maintain such other records as may be deemed necessary by the City to ensure proper accounting of all funds contributed by the City to the performance of this Agreement and compliance with this Agreement.
  
  - B. These records shall be maintained for a period of seven (7) years after termination hereof unless permission to destroy them is granted by the Office of the Archivist in accordance with RCW Chapter 40.14 and by the City.
  
  - C. The Consultant has received, and to the extent that it applies to Consultant's services, shall adhere to, the City's Identity Theft Prevention Program ("Red Flag" rules) a copy of which is attached as Exhibit "D".

9. **Taxes, Licenses and Permits.**
- A. The Consultant shall procure and maintain a City Business License in accordance with NBMC Chapter 5.04, Business Licenses and Business and Occupation Tax, prior to beginning work under this agreement. The Consultant shall also ensure that, and be responsible for, all Consultants, sub-Consultants, and suppliers, obtain a City Business License.
  - B. The Consultant acknowledges that it is responsible for the payment of all charges and taxes applicable to the services performed under this Contract, including NBMC Chapters 5.04 and 5.05, and the Consultant agrees to comply with all applicable laws regarding the reporting of income, maintenance of records, and all other requirements and obligations imposed pursuant to applicable law. If the City does not receive, or is assessed, made liable, or responsible in any manner for such charges or taxes, the Consultant shall reimburse and hold the City harmless from such costs, including attorney's fees. The Consultant shall also require all Consultants, sub-Consultants, and suppliers, pay all charges and taxes in accordance with this section.
  - C. In the event the Consultant fails to pay any taxes, assessments, penalties, or fees imposed by the City or any other governmental body, then the Consultant authorizes the City to deduct and withhold and/or pay over to the appropriate governmental body those unpaid amounts upon demand by the governmental body. This provision shall, at a minimum, apply to taxes and fees imposed by City ordinance. Any such payments shall be deducted from the Consultant's total compensation.
10. **Audits and Inspections.** The records and documents with respect to all matters covered by this Agreement shall be subject at all times to inspection, review, or audit by law during the performance of this Agreement. The City shall have the right to conduct an audit of the Consultant's financial statement and condition and to a copy of the results of any such audit or other examination performed by or on behalf of the Consultant.
11. **Termination.** This Agreement may at any time be terminated by the City upon giving to the Consultant thirty (30) days written notice of the City's intention to terminate the same. If the Consultant's insurance coverage is canceled for any reason, the City shall have the right to terminate this Agreement immediately.
12. **Discrimination Prohibited.** The Consultant shall not discriminate against any employee, applicant for employment, or any person seeking the services of the Consultant under this Agreement on the basis of race, creed, color, national origin, marital status, sex, age, disability, or other circumstance prohibited by federal, state or local law or ordinance, except for a bona fide occupational qualification.
13. **Assignment and Subcontract.** The Consultant shall not assign or subcontract any portion of the services contemplated by this Agreement without the prior written consent of the City.
14. **Entire Agreement.** This Agreement contains the entire agreement between the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind any of the parties hereto. Either party may request changes to the Agreement. Proposed changes which are mutually agreed upon shall be incorporated by written amendments to this Agreement.

15. **Notices.** Notices to the City of North Bend shall be sent to the following address:

Londi Lindell, City Administrator  
City of North Bend  
P.O. Box 896  
211 Main Avenue North  
North Bend, Washington 98045  
Phone number: (206) 888-1211

Notices to the Consultant shall be sent to the following address:

Gregory Mockos, PE, Project Manager  
AECOM  
1501 4<sup>th</sup> Avenue, Suite 1400  
Seattle, WA 98101  
Phone Number: (206) 438-2420

16. **Applicable Law; Venue; Attorneys' Fees.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. In the event any suit, arbitration, or other proceeding is instituted to enforce any term of this Agreement, the parties specifically understand and agree that venue shall be exclusively in King County, Washington. The prevailing party in any such action shall be entitled to its attorney and expert witness fees, and costs of suit.

CITY OF NORTH BEND, WASHINGTON

[CONSULTANT]

By: \_\_\_\_\_  
Kenneth G. Hearing  
Title: Mayor \_\_\_\_\_

By: \_\_\_\_\_  
Richard Reis  
Title: Vice President \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Attest/Authenticated:

\_\_\_\_\_  
Susie Oppedal, City Clerk

Approved As To Form:

\_\_\_\_\_  
Michael R. Kenyon, City Attorney

**EXHIBIT A**

The Consultant shall furnish services including, but not limited to, the following:

**A. SCOPE OF WORK**

- A. The Consultant shall furnish the City with engineering plan and specification review services for up to two (2) future sewer lift stations in the Cedar Falls Way and I-90 area of the City. The engineering plan and specification review services will be conducted by the Consultant at the 30%, 60%, and 90% stages of design. The Consultant shall also perform sewer capacity analysis and pipe sizing design review services in the Cedar Falls Way and I-90 area of the City. As the future sewer lift station(s) have yet to be located, the Consultant, if called upon by the City, will perform up to two (2) onsite investigations with the City to review pump station sizing, layout, and location. The scope of services herein does not include a structural review, architectural review, or electrical review of the future pump station designs.
- B. Upon completion of the review of engineering plans and specifications, the Consultant shall provide a brief technical memorandum documenting comments and findings from the review process with recommendations for modifications, if any.
- C. The Consultant shall provide engineering support functions as described herein in the areas of their expertise without the use of sub-consultants. The fee associated with the scope of work described herein is provided in Exhibit B. It is recognized that efforts in engineering support functions for the City are not exclusively assigned to the Consultant and that other Consultants may have similar agreements with the City.

**EXHIBIT B**

The budget for the engineering plan and specification review services for up to two (2) future sewer lift stations in the Cedar Falls Way and I-90 area of the City is provided below.

City of North Bend  
North Bend, WA  
**Budget for the Sewer Analysis And Engineering Plan Design Review Support For Future Sewer Lift Station Between Cedar Falls Way and I-90**

	Project Manager	Senior Water and Wastewater Engineer	Project Administration		
	<i>Greg Mockos, PE</i>	<i>John Gillespie, PE</i>	<i>Patty Coughlin</i>		
	\$121.88	\$157.08	\$80.64	<b>Total Hours</b>	<b>Cost</b>
<b>Task 1. Project Management and QA/QC</b>	8		2	10	\$ 1,136.33
<b>Task 2. Sewer Analysis</b>	16	8		24	\$ 3,206.71
<b>Task 3. Engineering Plan Design Review Support</b>	16	4		20	\$ 2,578.41
<b>Task 5. Site Visits</b>	8			8	\$ 975.05
<b>Total</b>	<b>48</b>	<b>12</b>	<b>2</b>	<b>62</b>	<b>\$ 7,896.50</b>

Other Direct Costs	
Travel (includes 2 site visits)	\$ 95.00
ODC markup 10%	\$ 9.50
<b>Total</b>	<b>\$ 104.50</b>

**TOTAL \$ 8,000.00**

**EXHIBIT C**

CITY OF NORTH BEND  
P.O. Box 896  
211 Main Avenue North  
North Bend, WA 98045  
Phone: (206) 888-1211  
FAX: (206) 831-6200

TAX IDENTIFICATION NUMBER

In order for you to receive reimbursement from the City of North Bend, we must have a Tax Identification Number. The Internal Revenue Code requires a Form 1099 for payments to every person or organization other than a corporation for services performed in the course of trade or business. Further, the law requires us to withhold 20% on reportable amounts paid to unincorporated persons who have not supplied us with their correct Tax Identification Number or Social Security Number.

Please complete the following information request form and return it to the City of North Bend before or along the submittal of the first billing voucher.

Please check the appropriate category:

Corporation                       Partnership                       Government Agency  
 Individual/Proprietor                       Other (please explain)

TIN#: 95-2661922

Print Name: Richard Reis  
Print Title: Vice President  
Business Name: AECOM  
Business Address: 1501 4th Avenue, Suite 1400  
Seattle, WA 98101  
Business Phone: (206) 438-2700

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Signature (required)

EXHIBIT D

CITY OF NORTH BEND  
IDENTITY THEFT PREVENTION PROGRAM

I. PROGRAM ADOPTION

The City of North Bend developed this Identity Theft Prevention Program (“Program”) pursuant to the Federal Trade Commission’s Red Flags Rule (“Rule”), which implements Sections 114 and 315 of the Fair and Accurate Credit Transactions Act of 2003. This Program was developed with the oversight and approval of the City’s Finance Director. After consideration of the size and complexity of the City’s operations and account systems, and the nature and scope of the City’s activities, the City Council determined that this Program was appropriate for the City, and therefore approved this Program by the adoption of Ordinance No.1351 on the 21 day of April, 2009.

II. PROGRAM PURPOSE AND DEFINITIONS

A. Fulfilling Requirements of the Red Flags Rule.

Under the Red Flags Rule, every financial institution and creditor is required to establish an identity theft prevention program tailored to its size, complexity and the nature of its operation. The Program must contain reasonable policies and procedures to:

- Identify relevant red flags as defined in the Rule and this Program for new and existing covered accounts, and incorporate those red flags into the Program;
- Detect red flags that have been incorporated into the Program;
- Respond appropriately to any red flags that are detected to prevent and mitigate identity theft; and
- Update the Program periodically to reflect changes in risks to customers or to the safety and soundness of the City from identity theft.

B. Red Flags Rule Definitions Used in this Program.

For the purposes of this Program, the following definitions apply:

Account. “Account” means a continuing relationship established by a person with a creditor to obtain a product or service for personal, family, household or business purposes.

Covered Account. A “covered account” means:

- a. Any account the City offers or maintains primarily for personal, family or household purposes, that involves multiple payments or transactions; and
- b. Any other account the City offers or maintains for which there is a reasonably foreseeable risk to customers or to the safety and soundness of the City from identity theft.

Creditor. “Creditor” has the same meaning as defined in Section 701 of the Equal Credit Opportunity Act, 15 U.S.C. 1691a, and includes a person or entity that arranges for the extension, renewal or continuation of credit, including the City.

Customer. A “customer” means a person or business entity that has a covered account with the City.

Financial Institution. “Financial institution” means a state or national bank, a state or federal savings and loan association, a mutual savings bank, a state or federal credit union, or any other entity that holds a “transaction account” belonging to a customer.

Identifying Information. “Identifying information” means any name or number that may be used, alone or in conjunction with any other information, to identify a specific person, including name, address, telephone number, social security number, date of birth, government passport number, employer or taxpayer identification number or unique electronic identification number.

Identity Theft. “Identity theft” means fraud committed using the identifying information of another person.

Red Flag. A “red flag” means a pattern, practice, or specific activity that indicates the possible existence of identity theft.

Service Provider. “Service provider” means a person or business entity that provides a service directly to the City relating to or in connection with a covered account.

### III. IDENTIFICATION OF RED FLAGS

In order to identify relevant red flags, the City shall review and consider the types of covered accounts that it offers and maintains, the methods it provides to open covered accounts, the methods it provides to access its covered accounts, and its previous experiences with identity theft. The City identifies the following red flags, in each of the listed categories:

A. Notification and Warnings from Credit Reporting Agencies - Red Flags.

- Report of fraud accompanying a credit report;
- Notice or report from a credit agency of a credit freeze on a customer or applicant;
- Notice or report from a credit agency of an active duty alert for an applicant; and
- Indication from a credit report of activity that is inconsistent with a customer’s usual pattern or activity.

B. Suspicious Documents - Red Flags.

- Identification document or card that appears to be forged, altered or inauthentic;
- Identification document or card on which a person’s photograph or physical description is not consistent with the person presenting the document;
- Other document with information that is not consistent with existing customer information (such as a person’s signature on a check appears forged); and
- Application for service that appears to have been altered or forged.

C. Suspicious Personal Identifying Information -Red Flags.

- Identifying information presented that is inconsistent with other information the customer provides (such as inconsistent birth dates);

- Identifying information presented that is inconsistent with other sources of information (for instance, an address not matching an address on a driver's license);
- Identifying information presented that is the same as information shown on other applications that were found to be fraudulent;
- Identifying information presented that is consistent with fraudulent activity (such as an invalid phone number or fictitious billing address);
- Social security number presented that is the same as one given by another customer;
- An address or phone number presented that is the same as that of another person;
- Failing to provide complete personal identifying information on an application when reminded to do so (**however, by law social security numbers must not be required**); and
- Identifying information which is not consistent with the information that is on file for the customer.

D. Suspicious Account Activity or Unusual Use of Account - Red Flags.

- Change of address for an account followed by a request to change the account holder's name;
- Payments stop on an otherwise consistently up-to-date account;
- Account used in a way that is not consistent with prior use (such as very high activity);
- Mail sent to the account holder is repeatedly returned as undeliverable;
- Notice to the City that a customer is not receiving mail sent by the City;
- Notice to the City that an account has unauthorized activity;
- Breach in the City's computer system security; and
- Unauthorized access to or use of customer account information.

E. Alerts from Others - Red Flag.

- Notice to the City from a customer, a victim of identity theft, a law enforcement authority or other person that it has opened or is maintaining a fraudulent account for a person engaged in identity theft.

IV. DETECTING RED FLAGS

A. New Accounts.

In order to detect any of the red flags identified above associated with the opening of a **new account**, City personnel will take the following steps to obtain and verify the identity of the person opening the account:

- Require certain identifying information such as name, date of birth, residential or business address, principal place of business for an entity, driver's license or other identification;
- Verify the customer's identity (for instance, review a driver's license or other identification card);
- Review documentation showing the existence of a business entity; and
- Independently contact the customer.

B. Existing Accounts.

In order to detect any of the red flags identified above for an **existing account**, City personnel will take the following steps to monitor transactions with an account:

- Verify the identification of customers if they request information (in person, via telephone, via facsimile, via email);
- Verify the validity of requests to change billing addresses; and
- Verify changes in banking information given for billing and payment purposes.

V. PREVENTING AND MITIGATING IDENTITY THEFT

In the event City personnel detect any identified red flags, such personnel shall take one or more of the following steps, depending on the degree of risk posed by the red flag:

A. Prevent and Mitigate Identity Theft.

- Monitor a covered account for evidence of identity theft;
- Contact the customer with the covered account;
- Change any passwords or other security codes and devices that permit access to a covered account;
- Not open a new covered account;
- Close an existing covered account;
- Reopen a covered account with a new number;
- Not attempt to collect payment on a covered account;
- Notify the Finance Director for determination of the appropriate step(s) to take;
- Notify law enforcement; or
- Determine that no response is warranted under the particular circumstances.

B. Protect Customer Identifying Information.

In order to further prevent the likelihood of identity theft occurring with respect to City accounts, the City shall take the following steps with respect to its internal operating procedures to protect customer identifying information:

- Secure the City website but provide clear notice that the website is not secure;
- Undertake complete and secure destruction of paper documents and computer files containing customer information;
- Make office computers password protected and provide that computer screens lock after a set period of time;
- Keep offices clear of papers containing customer identifying information;
- Request only the last 4 digits of social security numbers (if any);
- Maintain computer virus protection up to date; and
- Require and keep only the kinds of customer information that are necessary for City purposes.

## VI. PROGRAM ADMINISTRATION

### A. Oversight.

The Finance Director or other designated city employee at the level of senior management shall be responsible for developing, implementing, and updating the Program.

The Finance Director shall also be responsible for the Program administration, for appropriate training of City staff on the Program, for reviewing the annual staff report required under the Program, as well as any other staff reports regarding the detection of red flags and the steps for preventing and mitigating identity theft, determining which steps of prevention and mitigation should be taken in particular circumstances, and considering periodic changes to the Program.

### B. Staff Training and Reports.

City staff responsible for implementing the Program shall be trained either by or under the direction of the Finance Director in the detection of red flags, and the responsive steps to be taken when a red flag is detected. Additionally, a compliance report shall be provided annually to the Finance Director. The annual compliance report shall at a minimum address the following:

1. The effectiveness of the City's policies and procedures in addressing the risk of identity theft in connection with the opening of covered accounts and with respect to existing covered accounts;
2. Service provider arrangements;
3. Significant incidents involving identity theft and the City's response; and
4. Recommendations for material changes to the Program.

### C. Service Provider Arrangements.

In the event the City engages a service provider to perform an activity in connection with one or more covered accounts, the City shall take the following steps to require that the service provider performs

its activity in accordance with reasonable policies and procedures designed to detect, prevent, and mitigate the risk of identity theft.

- Require, by contract, that service providers acknowledge receipt and review of the Program and agree to perform their activities with respect to City covered accounts in compliance with the terms and conditions of the Program and with all instructions and directives issued by the Finance Director relative to the Program; or
- Require, by contract, that service providers acknowledge receipt and review of the Program and agree to perform their activities with respect to City covered accounts in compliance with the terms and conditions of the service provider's identity theft prevention program and will take appropriate action to prevent and mitigate identity theft; and that the service providers agree to report promptly to the City in writing if the service provider in connection with a City covered account detects an incident of actual or attempted identity theft or is unable to resolve one or more red flags that the service provider detects in connection with a covered account.

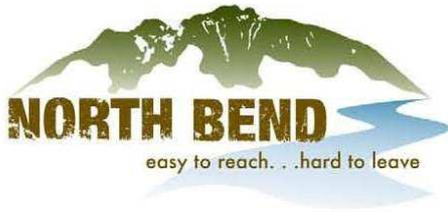
D. Customer Identifying Information and Public Disclosure.

The identifying information of City customers with covered accounts shall be kept confidential and shall be exempt from public disclosure to the maximum extent authorized by law, including RCW 42.56.230(4). The City Council also finds and determines that public disclosure of the City's specific practices to identify, detect, prevent, and mitigate identity theft may compromise the effectiveness of such practices and hereby direct that, under the Program, knowledge of such specific practices shall be limited to the Finance Director and those City employees and service providers who need to be aware of such practices for the purpose of preventing identity theft.

VII. PROGRAM UPDATES

The Program will be periodically reviewed and updated to reflect changes in risks to customers and to the safety and soundness of the City from identity theft. The Finance Director shall at least annually review the annual compliance report and consider the City's experiences with identity theft, changes in identity theft methods, changes in identity theft detection and prevention methods, changes in types of accounts the City maintains and changes in the City's business arrangements with other entities and service providers. After considering these factors, the Finance Director shall determine whether changes to the Program, including the listing of red flags, are warranted. If warranted, the Finance Director shall present the recommended changes to the City Council for review and approval.





## City Council Agenda Bill

<b>SUBJECT:</b>		<b>Agenda Date: February 17, 2015</b>	<b>AB15-017</b>
<p><b>A Motion Authorizing the Mayor to sign an Interlocal Agreement for Public Defense Monitoring Services</b></p>	Department/Committee/Individual		
	Mayor Ken Hearing		
	City Administrator – Londi Lindell		X
	City Attorney - Mike Kenyon		
	City Clerk – Susie Oppedal		
	Community & Economic Development – Gina Estep		
	Finance – Dawn Masko		
	Public Works – Mark Rigos		
Cost Impact: Grant funded in 2015; Approximately \$1700 in 2016 subject to subsequent Council approval on Budget Amendment			
Fund Source: N/A			
Timeline: Immediate			
<p><b>Attachments:</b> Interlocal Agreement Among the Cities of North Bend, Issaquah, Snoqualmie and Sammamish for Public Defense Monitoring Services.</p>			
<p><b>SUMMARY STATEMENT:</b>                  The City of North Bend has joined with the cities of Issaquah, Sammamish and Snoqualmie to apply for a grant from the Washington State Office of Public Defense that would allow the cities to collectively retain the services of a public defense contract monitoring consultant (e.g. a retired judge or other expert in public defense matters) to monitor our public defense contracts for compliance with the new Washington State Supreme Court caseload standards.</p> <p><b>Background:</b>                  The Washington State Supreme Court recently adopted new caseload standards and other provisions as part of the Standards for Indigent Defense under of Supreme Court Order No. 25700-A-1004. These changes were adopted, in part, as a result of a U.S. District Court ruling in <i>Wilbur v. Mt. Vernon</i> that stipulated increased responsibilities for jurisdictions in providing indigent public defense services.</p> <p>Pursuant to the <i>Wilbur</i> case and these new caseload standards, cities have an increased obligation to monitor how public defense services are provided to ensure that defendants receive adequate public defense in compliance with the new caseload standards. Defense attorneys have been using these new standards to bring legal challenges against cities alleging that they are providing inadequate public defense services. To aid in our ability to fulfill these obligations and substantiate our compliance, the cities of Issaquah, North Bend, Snoqualmie and Sammamish collectively applied for and obtained a grant from the Washington State Office of Public Defense to allow us to retain the services of a public defense contract monitor. The Interlocal Agreement attached to this agenda bill formalizes the relationship among these four cities to execute the grant and hire the public defense monitor.</p> <p><b>Financial Impact:</b>                  The Interlocal Agreement relies on a \$15,000 grant from the Washington State Office of Public Defense secured by the City of Issaquah on behalf of the consortium for the first year. After the grant funds expire, the Interlocal Agreement offers the consortium cities the option to continue the program with the future costs of the public defense contract monitor allocated to each city on a proportionate basis based on their respective public defense caseloads for the preceding calendar year. Due to our small caseload compared to our partners, North Bend’s share in the future will be approximately \$1700. However, a separate Council vote will be required to modify our 2015-2016 Biennial to add any new expenditure for such services. Consideration of this on-going commitment would be presented to the Council as part of the mid-biennial budget process. The Interlocal Agreement provides provisions for the City of North Bend to terminate the relationship if it chooses not to continue with the program after the grant funds expire.</p>			

## City Council Agenda Bill

<b>Recommended Motion:</b>		
A motion authorizing the Mayor to sign the Interlocal Agreement with the cities of Issaquah, Sammamish, and Snoqualmie formalizing the partnership to secure a public defense contract monitor.		
COMMITTEE REVIEW AND RECOMMENDATION: The matter was considered by the Public Health and Safety Committee on February 10, 2015 with a recommendation for approval.		
<b>RECOMMENDED ACTION: MOTION to approve AB15-017, authoring the Mayor to enter into an Interlocal Agreement with the cities of Sammamish, Issaquah and Snoqualmie for public defense monitoring services.</b>		
<b>RECORD OF COUNCIL ACTION</b>		
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
February 17, 2015		

**INTERLOCAL AGREEMENT BETWEEN THE CITIES OF NORTH BEND,  
ISSAQUAH, SNOQUALMIE, AND SAMMAMISH  
FOR PUBLIC DEFENDER MONITORING SERVICES**

A. The City of North Bend (hereafter "North Bend") is a municipal corporation organized under the laws of the State of Washington.

B. The City of Issaquah (hereafter "Issaquah") is a municipal corporation organized under the laws of the State of Washington.

C. The City of Sammamish (hereafter "Sammamish") is a municipal corporation organized under the laws of the State of Washington.

D. The City of Snoqualmie (hereafter "Snoqualmie") is a municipal corporation organized under the laws of the State of Washington

E. North Bend, Issaquah, Sammamish, and Snoqualmie desire to partner to have public defender monitoring services using the same contractor. Issaquah recently applied for and was awarded a grant from the Office of Public Defense for public defense monitoring for all four cities. The grant will fund the first year of services provided under this Agreement.

F. The Interlocal Cooperation Act, Chapter 39.34 RCW, authorizes municipal corporations to contract with one another to perform any act that each is independently authorized to perform.

G. The parties enter this Agreement in consideration of the mutual covenants and promises set forth in this Agreement, the mutual benefits to be derived by each, and in the exercise of authority granted by the Interlocal Cooperation Act, Chapter 39.34 RCW.

**AGREEMENT**

1. Purpose of Agreement. The purpose of this Agreement is to contract for the provision of public defender monitoring services. The four cities (hereafter known as the "consortium") will partner financially, initially through the grant and in the future by paying their respective portion of the cost of the services provided by the public defender monitor. Each city's portion of future costs will be based on that city's ratable share of the consortium's total public defense caseload for the preceding calendar year. The consultant providing public defender monitoring services will be provided pursuant to a contract between the Public Defender Monitor and Issaquah, acting on behalf of the consortium.

2. Public Defender Monitoring Services Provided By Issaquah. The public defender monitoring service provider with whom Issaquah contracts to perform said services for the consortium shall provide indigent defense monitoring services in accordance with the standards adopted by each consortium city, as the same exists or is hereafter amended. The consortium cities will work towards the adoption of common standards utilizing Washington Supreme Court Indigent Defense Standard 3 and the Washington State Indigent Defense Guidelines (2011) as their starting point. The services rendered under this Agreement by the Public Defender Monitor will include the following services:

2.1 Four (4) quarterly four (4) hour meetings for a total of sixteen (16) hours.

2.2 Four (4) days of in-court supervision for six (6) hours per day for a total of twenty-four (24) hours.

2.3 Review of statistics for each city for one hour per quarter, for a total of four (4) hours.

2.4 Personnel review of the individual Public Defender(s) assigned for each city for two (2) hours per year for a total of eight (8) hours.

2.5 Preparation of a written report and debriefing with the consortium members for an estimated total of thirty-two (32) hours per year.

2.6 Miscellaneous services relating to monitoring including, for example, tracking evolving practices in this area, handling of complaints and grant reporting for a total of sixteen (16) hours per year.

2.7 Compilation of the actual hours spent per city, and preparation of individual invoices for each city.

2.8 These services may be adjusted from time to time with the approval of the service provider and the joint administrative board. See paragraph 12.

3. Compensation and Other Costs. The Public Defense Monitor shall be compensated by grant funds obtained by Issaquah. Once initial grant funds are expended after the first year of the Agreement, each City shall pay to Issaquah the amount invoiced by the Public Defense Monitor for that City..

4. Payment of Compensation. Issaquah shall bill each consortium city annually for amounts due under this Agreement. Each consortium city shall pay the amount due within 45 days of receipt. However, if a consortium city has a good faith dispute with the amount of the invoice, it shall pay the non-disputed amount within the time frame set forth in this section and the parties will attempt to resolve the dispute between them. See Section 13.

5. Adjustment of Compensation. Compensation payable hereunder shall be subject to adjustment as follows:

{WSS1271039.DOCX;1/00010.160044/ }

5.1 Adjustment for Additional Duties. In the event that the scope of services required to be provided by the Public Defender Monitor are enlarged or increased due to local, state, or federal mandates, or new requirements from the consortium, or in the event of an increase in rates charged by the contracted public defender monitor, the amounts invoiced to each city may be increased by the Public Defender Monitor to cover the change. Issaquah shall notify the consortium of the effective date of any such compensation changes, which may be immediately. Either party may request mediation as to the amount of this fee change. Consortium members shall timely pay the new fees from their effective date even if mediation is requested. Any such adjustments shall not be retroactive.

5.2 Termination. In the event of a rate adjustment under subparagraph 5.1, any member of the consortium, at its option, may terminate its participation in this agreement upon provision of thirty (30) days written notice. Any member of the consortium making such election shall remain obligated to pay for all costs or other charges incurred up to the termination date. In the event of early termination of this Agreement, the parties will work cooperatively to ensure the orderly transition of monitoring services for each member of the consortium.

6. Factors Considered. In entering into this Agreement for public defender monitoring services, consortium members have considered, pursuant to RCW 39.34.180, the anticipated costs of services, anticipated and potential revenues to fund the services, and fee recoupment.

7. Consortium City Ordinances, Rules, and Regulations. In executing this Agreement, Issaquah does not assume liability or responsibility for or in any way release consortium cities from any liability or responsibility which arises in whole or in part from the existence or effect of consortium city ordinances, rules, or regulations, policies or procedures. If any cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any consortium city ordinance, rule, or regulation is at issue, that consortium city shall defend the same at its sole expense and if judgment is entered or damages are awarded against any or all consortium cities, that city or those cities shall satisfy the same, including all chargeable costs and attorneys' fees.

8. Indemnity. The parties shall each indemnify the other as follows:

8.1 Issaquah Indemnity. Issaquah shall protect, indemnify, and save harmless other consortium cities and their officers, elected officials, agents, volunteers, and employees from any and all costs, claims, judgments, or awards of damages (including costs and all attorney fees), arising out of or in any way resulting from the negligent acts, errors or omissions of Issaquah, its officers, employees, and agents in performing this Agreement.

8.2 Consortium Cities Indemnity. Consortium cities shall protect, defend, indemnify, and save harmless each other and Issaquah, its officers, employees, and agents from any and all costs, claims, judgments, or awards of damages, arising out of or in any way resulting from the negligent acts, errors, or omissions of the consortium cities, their officers, employees, or agents in performing this Agreement.

8.3 Survival of Indemnitees. The provisions of this Section shall survive the expiration or termination of this Agreement. No obligation shall exist to indemnify for injuries caused by or resulting from events occurring after the last day of public defender and conflict public defender services under this Agreement.

9. Actions Contesting Agreement. Each party shall appear and defend any action or legal proceeding brought to determine or contest: (i) the validity of this Agreement and/or (ii) the legal authority of the consortium cities and/or Issaquah to undertake the activities contemplated by this Agreement. If all parties to this Agreement are not named as parties to the action, the party named shall give the other parties prompt notice of the action and such party shall move to intervene. Each party shall bear any costs and expenses taxed by the court against it separately, provided any costs and expenses assessed by a court against both parties jointly shall be shared equally.

10. Financing. There shall be no financing of any joint or cooperative undertaking pursuant to this Agreement. There shall be no budget maintained for any joint or cooperative undertaking pursuant to this Agreement.

11. Property. This Agreement does not provide for the acquisition, holding, or disposal of real or personal property.

12. Joint Administrative Board. A Joint Administrative Board, consisting of the City Administrator/City Manager or their designee from each of the cities of the consortium will select, oversee, and direct the actions of the consultant providing public defense monitoring services. Joint Administrative Board members will have equal voting power, with a simple majority determining voting. The board will meet at a minimum quarterly with the consultant to review monitoring activities and to handle administrative matters.

13. Dispute Resolution. It is the parties' intent to resolve any disputes relating to the interpretation or application of this Agreement informally through discussions at staff level. If a dispute arises from or relates to this Agreement or the breach thereof and if the dispute cannot be resolved through direct discussions, the parties agree to endeavor first to settle the dispute in an amicable manner by mediation administered by a mediator before resorting to arbitration. The mediator may be selected by agreement of the parties or through the American Arbitration Association. Following mediation, any unresolved controversy or claim arising from or relating to this Agreement or breach thereof shall be settled through binding arbitration which shall be conducted under RCW 7.04A. All fees and expenses for mediation or arbitration shall be borne by the parties equally. However, each party shall bear the expense of its own counsel, experts, witnesses, and preparation and presentation of evidence.

14. Independent Contractor. Each party to this Agreement is an independent contractor with respect to the subject matter herein. Nothing in this Agreement shall make any employee of a consortium city an Issaquah employee for any purpose, including, but not limited to, for withholding of taxes, payment of benefits, worker's compensation pursuant to Title 51 RCW, or any other rights or privileges accorded Issaquah employees by virtue of their

employment. Nothing in this Agreement shall make any employee of Issaquah an employee of another consortium city for any purpose, including but not limited to for withholding taxes, payment of benefits, worker's compensation pursuant to Title 51 RCW, or any other rights or privileges accorded consortium city employees by virtue of their employment. At all times pertinent hereto, employees of Issaquah are acting as Issaquah employees, the employees of other consortium cities are acting on behalf of their cities.

15. Notices. Any notice or other communication given hereunder shall be deemed sufficient, if in writing and delivered personally to the addressee, or sent by certified or registered mail, return receipt requested, addressed as follows, or to such other address as may be designated by the addressee by written notice to the other party:

**Issaquah:**

Autumn Monahan, Assistant to the City  
Administrator  
City of Issaquah  
130 E. Sunset Way  
P.O. Box 1307  
Issaquah, WA 98027

**North Bend:**

Londi Lindell, City Administrator  
City of North Bend  
211 Main Avenue  
P.O. Box 896  
North Bend, WA 98045

**Snoqualmie:**

Bob Larson  
City Administrator  
City of Snoqualmie  
38624 SE River Street  
PO Box 987  
Snoqualmie, WA 98065

**Sammamish:**

Beth Goldberg  
Administrative Services Director  
City of Sammamish  
801 228<sup>th</sup> Ave SE  
Sammamish, WA 98075

16. Partial Invalidity. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. Any provision of this Agreement which shall prove to be invalid, void, or illegal shall in no way affect, impair, or invalidate any other provisions hereof, and such other provisions shall remain in full force and effect.

17. Assignability. The rights, duties, and obligations of either party to this Agreement shall not be assignable.

18. Entire Agreement. This Agreement contains the entire understanding between the parties and supersedes any prior understandings and agreements between them regarding the subject matter hereof. There are no other representations, agreements, or understandings, oral or written, between the parties hereto relating to the subject matter of this Agreement. No amendment of, or supplement to, this Agreement shall be valid or effective unless made in writing and executed by the parties hereto.

19. Duration. The term of this Agreement shall commence upon execution by all parties effective as of March 1, 2015, and shall expire on December 31, 2016, unless terminated

earlier pursuant to Section 20. This Agreement shall automatically be renewed for a successive additional two (2) year period following a review by the Joint Administrative Board. The initial two-year extension will be followed by another Joint Administrative Board review and then by successive five- (5) year periods with automatic Joint Administrative Board reviews conducted one hundred eighty (180) days before each five- (5) year renewal. Automatic renewal will be upon the same terms and conditions set forth herein, or as amended, unless terminated in accordance with Section 20, subject only to mutual agreements as to any amended or increased fees applicable to the extensions, which mutual agreements shall not be subject to Section 13.

20. Termination of Agreement. Either party may give notice of termination for cause based on the breach of any material provision of this Agreement by the other party, provided the Agreement shall remain in full force and effect until the conclusion of Dispute Resolution pursuant to Section 13. All consortium cities shall provide written notice of their intent to renew, terminate, or amend this Agreement without cause not less than one-hundred twenty (120) days prior to expiration of this Agreement or renewal thereof. Issaquah shall provide written notice of its intent to terminate this Agreement not less than one-hundred twenty (120) days prior to expiration of this Agreement or any renewal thereof. Either party may give notice of termination for convenience upon sixty (60) days' notice to the other party. Such notice of termination for convenience given in accordance with this section is not subject to Section 13 (dispute resolution). In the event of early termination of this Agreement or extension thereof, the parties will work cooperatively to ensure the orderly transition of services. In the event of no written notice of termination from consortium cities, this agreement will automatically renew.

21. Recording. Consistent with RCW 39.34.040, this Agreement shall be filed for recording with the King County Department of Records upon full execution or posted on each consortium city's respective websites listed by subject matter.

22. General Provisions. This Agreement contains all of the agreements of the parties with respect to any matter covered or mentioned in this Agreement. No provision of the Agreement may be amended or modified except by written agreement signed by the parties. Any provision of this Agreement which is declared invalid or illegal shall in no way affect or invalidate any other provision. Failure of a party to declare any breach or default immediately upon the occurrence thereof, or delay in taking any action in connection with, shall not waive such breach or default. Time is of the essence of this Agreement and each and all of its provisions in which performance is a factor.

23. Insurance. Each party shall be responsible for maintaining its own insurance.

DONE this \_\_\_\_ day of \_\_\_\_\_, 2015.

**CITY OF ISSAQUAH**

**CITY OF NORTH BEND**

\_\_\_\_\_  
Mayor Fred Butler

\_\_\_\_\_  
Mayor Kenneth Hearing

Attest:

Attest:

By: \_\_\_\_\_  
City Clerk

Approved as to form:

By: \_\_\_\_\_  
City Attorney

**CITY OF SNOQUALMIE**

\_\_\_\_\_  
Mayor Matt Larson

Attest:

By: \_\_\_\_\_  
City Clerk

Approved as to form:

By: \_\_\_\_\_  
City Attorney

By: \_\_\_\_\_  
City Clerk

Approved as to form:

By: \_\_\_\_\_  
City Attorney

**CITY OF SAMMAMISH**

\_\_\_\_\_  
Mayor Tom Vance

Attest:

By: \_\_\_\_\_  
City Clerk

Approved as to form:

By: \_\_\_\_\_  
City Attorney





## City Council Agenda Bill

<b>SUBJECT:</b>		<b>Agenda Date: February 17, 2015</b>		<b>AB15-018</b>	
<p><b>A Motion Authorizing the City to contribute \$2,000 toward the preparation of an Ethnographic Study to Consider Nomination of the Swing Rock as a Historic Landmark.</b></p> <p>Cost Impact: \$2,000</p> <p>Fund Source: Fund 001 000 056, subject to first quarter budget adjustment.</p> <p>Timeline: Immediate</p>		Department/Committee/Individual			
		Mayor Ken Hearing			
		City Administrator – Londi Lindell			
		City Attorney - Mike Kenyon			
		City Clerk – Susie Oppedal			
		Community & Economic Development – Gina Estep			
		Finance – Dawn Masko			
		Public Works – Mark Rigos			
		Senior Planner – Mike McCarty			X
<b>Attachments:</b>					
<p><b>SUMMARY STATEMENT:</b></p> <p>The Swing Rock, a rock outcrop located just south of SR-202 on a portion of Meadowbrook Farm within the City of North Bend, and on a portion of private property (quarry) within the City of Snoqualmie, is an important cultural landmark to the Snoqualmie Tribe and to the broader Snoqualmie Valley community. The City of Snoqualmie, the Snoqualmie Tribe, and the Meadowbrook Farm Preservation Association wish to consider nomination of the Swing Rock as a Historic and Cultural Landmark under the City of North Bend and City of Snoqualmie’s Interlocal Agreement with the King County Landmarks Commission.</p> <p>Designating the Swing Rock as a Historic Landmark in both cities, like the historic downtowns in each, would make the area eligible for grants for the interpretation and improvement of the portion of the Swing Rock on Meadowbrook Farm, and make eligible the portion on private property for funds for possible future acquisition and protection.</p> <p>The first required step in considering nomination is the preparation of an Ethnographic Study which would document the importance of the Swing Rock in the Snoqualmie Tribe’s history and culture. The King County Historic Preservation Program has offered to conduct an Ethnographic Study and process a landmark nomination for \$8,000, which could be shared as a 4-way split between the City of Snoqualmie, City of North Bend, Snoqualmie Tribe, and the Meadowbrook Farm Preservation Association.</p> <p>Prior to moving to a nomination, the parties would evaluate the Ethnographic Study, determine whether to proceed to a nomination, and discuss and agree to the boundaries and nature the nomination within their respective jurisdictions if so desired.</p> <p>The City of Snoqualmie, Snoqualmie Tribe, and Meadowbrook Farm have each already authorized their contributions of \$2,000 toward the study and nomination process. The motion would authorize North Bend to also provide a ¼ share of the cost of the study and process.</p>					
<p><b>COMMITTEE REVIEW AND RECOMMENDATION:</b></p> <p>The Community and Economic Development Committee reviewed this proposal at their January 14, 2015 meeting and recommended approval.</p>					
<p><b>RECOMMENDED ACTION: MOTION to approve AB15-018, a motion authorizing the City to contribute \$2,000 toward the preparation of an Ethnographic Study to Consider Nomination of the Swing Rock as a Historic Landmark.</b></p>					
<b>RECORD OF COUNCIL ACTION</b>					
<i>Meeting Date</i>		<i>Action</i>		<i>Vote</i>	
February 17, 2015					