



PLEASE NOTE: This meeting will be held at City Hall, 920 SE Cedar Falls Way, North Bend, WA.

Members of the public may choose to attend in person or by teleconference. As the in-person/teleconference hybrid meeting option is new technology to City Staff it is strongly encouraged that members of the public that are attending by teleconference provide comments in advance of the meeting. Please email comments on any agenda items prior to the meeting to the City Clerk at soppedal@northbendwa.gov. Please provide comments by 5 p.m., Tuesday, September 20, 2022 so a copy can be provided to the City Council prior to the meeting.

Members of the public that wish to attend by teleconference may do so by using the Zoom Meetings platform. Instructions on how to access the meeting and provide public comment are available at the following link: [September 20, 2022 City Council Meeting Calendar Item](#). You will be required to have a registered Zoom account and display your full name to be admitted to the online meeting.

Zoom Meeting Information:

To Sign Up for a Zoom Account: <https://zoom.us/join>

Meeting ID: 825 4290 7211

Password: 050495

Call In Phone Number: 1-253-215-8782

CITY COUNCIL MEETING

September 20, 2022 – Agenda

City Hall, 920 SE Cedar Falls Way, North Bend, Washington

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

CONSENT AGENDA:

		Pg.#
1) Minutes	City Council Meeting of August 16, 2022	1
2) Payroll	August 19, 2022 – 28530 through 28535, in the amount of \$255,193.47	
	September 2, 2022 – 28536 through 28541, in the amount of \$340,205.20	
3) Checks	September 6, 2022 – 72818 through 72945, in the amount of \$1,349,109.04	
4) AB22-102	Motion – Authorizing ILA with KCFCD RE Silver Creek Culvert Project	Mr. Rigos 5
5) AB22-103	Resolution – Awarding SW 10 th Street Culvert Project to Fury Site Works	Mr. Rigos 21
6) AB22-104	Resolution – Awarding Ribary Creek Sediment Pond Project to Fury Site Works	Mr. Rigos 27
7) AB22-105	Motion – Authorizing CO #1 with Fury Site Works for 2 nd Street Project	Mr. Rigos 33
8) AB22-106	Motion – Authorizing CO #1 with RW Scott for NB Way Sidewalk Project	Mr. Rigos 37
9) AB22-107	Resolution – Authorizing DEA with Vector Development RE Alpental Logistics Project	Mr. Rigos 45
10) AB22-108	Motion – Approving 2023-2024 Budget Calendar	Mr. Gould 101
11) AB22-109	Motion – Authorizing Contract Amendment with ETC	Ms. Deming 105

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



ANNOUNCEMENTS, PRESENTATIONS, APPOINTMENTS:

12) Introduction	Administrative Service Director Lisa Escobar	Mayor McFarland
13) AB22-110	Appointment to Parks Commission	Mayor McFarland 123
14) Presentation	Salary Commission Report	Salary Commission 129

COMMISSION AND COMMITTEE REPORTS:

Planning Commission	Community & Economic Development – Councilmember Miller
Parks Commission	Finance & Administration – Councilmember Elwood
Economic Development Commission	Public Health & Safety – Councilmember Koellen
Regional Committees	Transportation & Public Works – Councilmember Loudenback
	Mayor Pro Tem – Councilmember Rosen
	Eastside Fire & Rescue Board – Councilmember Gothelf

INTRODUCTIONS:

15) AB22-111	Ordinance – Amending Ordinance 1740 RE Addendum 1 to Water System Plan	Mr. Stonebridge 131
16) AB22-112	Ordinance – Reallocation of Future Water Connections	Mr. Rigos 199
17) AB22-113	Motion – Authorizing Contract with Site Workshop RE WH Taylor & Riverfront Park	Ms. Deming 213
18) AB22-114	Motion – Authorizing Contract with G&O RE Meadowbrook Sewer ULID	Mr. Rigos 221

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:

NORTH BEND CITY COUNCIL MINUTES

August 16, 2022

City Hall, 920 SE Cedar Falls Way, North Bend, Washington

CALL TO ORDER, ROLL CALL:

Mayor McFarland called the regular meeting to order at 7:00 p.m.

Councilmembers Present: Elwood, Gothelf, Joselyn, Loudenback, Miller and Rosen (remote). Councilmember Koellen was excused.

Councilmember Loudenback **MOVED**, seconded by Councilmember Miller to add AB22-102 – Motion Authorizing Contract Amendment with Maul Foster & Alongi to the end of tonight's agenda. The motion **PASSED** 6-0.

CONSENT AGENDA:

Minutes – Council Workstudy of July 26, 2022 & City Council Meeting of August 2, 2022

Payroll – August 5, 2022 – 28523 through **28529**, in the amount of **\$306,710.07**

Checks – August 16, 2022 – 72764 through **72817**, in the amount of **\$1,932,018.33**

AB22-098 – Motion Authorizing Amendment No. 1 to RH2 Contract

AB22-099 – Motion Authorizing Purchase of Office Furniture

AB22-100 – Motion Authorizing CO#1 with WA State DES for WWTP HPI Phase II Project

Councilmember Gothelf **MOVED**, seconded by Councilmember Elwood to approve the consent agenda as presented. The motion **PASSED** 6-0.

CITIZEN'S COMMENTS:

Terry Jensen, 12113 434th Ave. SE, expressed concern about lack of security cameras at City Hall and the need for a roundabout at the intersection of Mt Si Road and East North Bend Way. He thanked the City for providing a yard waste recycling program and suggested increasing the limit of materials allowed to be recycled and concluded by mentioning the need for a “First Responders Day” to honor local first responders.

Deputy City Administrator/Public Works Director Rigos noted that the Mt Si Road & East North Bend Way Roundabout Project was a part of the City's 2023-2028 Six Year Transportation Improvement Plan.

COMMISSION AND COMMITTEE REPORTS:

Community & Economic Development Committee – Councilmember Miller, Chair
A report of the August 16th meeting was provided.

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DRAFT

Finance & Administration Committee – Councilmember Elwood, Chair
No report. The August 2nd meeting was cancelled.

Public Health & Safety Committee – Councilmember Koellen, Chair
A report of the August 9th meeting was provided.

Transportation & Public Works Committee – Councilmember Loudenback, Chair
A report of the July 26th meeting was provided.

Council Workstudy – Mayor Pro Tem Rosen
A report of the July 26th Workstudy was provided.

Eastside Fire & Rescue Board Meeting – Councilmember Gothelf
No report. The August 11th meeting was cancelled.

Planning Commission
No report. The July 28th and August 11th meetings were cancelled.

Parks Commission
No report. The July 27th meeting was cancelled.

Economic Development Commission
No report. The July 26th meeting was cancelled.

King County Flood District – Mayor McFarland.
A report of the August 16th meeting was provided.

INTRODUCTIONS:

AB22-101 – Resolution 2035 Authorizing Deferred Improvement & No Protest Agreements

Audio: 13:24

Deputy City Administrator/Public Works Director Rigos provided the staff report.

Councilmember Loudenback **MOVED**, seconded by Councilmember Miller to approve AB22-101, a resolution authorizing the Mayor to execute Deferred Improvement and No Protest Agreements between property owners and developers of property along North Bend Way benefitted by the North Bend Way Corridor Project. The motion **PASSED** 6-0.

AB22-102 – Motion Authorizing Contract Amendment with Maul Foster & Alongi, Inc.

Audio: 18:33

Deputy City Administrator/Public Works Director Rigos provided the staff report.

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Councilmember Loudenback **MOVED**, seconded by Councilmember Gothelf to approve AB22-102, authorizing the Mayor to sign a contract amendment with Maul Foster & Alongi, Inc., in a form and content acceptable to the City Attorney, in an amount not to exceed \$25,000. The motion **PASSED** 6-0.

MAYOR, COUNCIL, AND ADMINISTRATOR CONCERNS AND INITIATIVES:

Councilmember Loudenback commented on last weekend's Festival at Mt Si and thanked the Festival Committee and volunteers for ensuring the success of the event.

Councilmember Miller echoed Councilmember Loudenback's comments and noted how much she enjoyed the festival activities and extended her thanks to all volunteers. Additionally, she encouraged all to exercise caution when traveling in construction zones throughout the City and when visiting local rivers and lakes.

Councilmember Gothelf requested all follow the proper process for bringing items forward for Council consideration and encouraged all to pay attention to pedestrians using crosswalks along North Bend Way.

Councilmember Elwood thanked Mr. Jensen for his comments regarding security at City Hall and reminded all to stay cool during the hot weather.

Mayor McFarland spoke regarding the following items:

- Festival at Mt Si Volunteers
- Water Conservation Ordinance Stage 1 Effective August 15, 2022
- Yard Waste Recycling – August 20th 8 a.m. to Noon at Public Works
- Shred-It Event – September 10th 8 a.m. to Noon at City Hall
- Cancellation of August 23rd Council Workstudy & September 6th Council Meeting

ADJOURNMENT:

Councilmember Gothelf **MOVED** to adjourn, seconded by Councilmember Elwood. The motion **PASSED** 6-0.

The meeting adjourned at 7:30 p.m.

ATTEST:

Rob McFarland, Mayor

Susie Oppedal, City Clerk



City Council Agenda Bill

SUBJECT:	Agenda Date: September 20, 2022	AB22-102
Motion Authorizing Interlocal Agreement with King County Flood Control District for Preliminary Design of the Silver Creek Neighborhood Culvert Replacement Project	Department/Committee/Individual	
Cost Impact: \$135,533	Mayor Rob McFarland	
Fund Source: KCFCD Reimbursement	City Administrator – David Miller	
Timeline: Immediate	City Attorney – Mike Kenyon/Lisa Marshall	
	City Clerk – Susie Oppedal	
	Administrative Services – Lisa Escobar	
	Comm & Economic Development – Rebecca Deming	
	Finance – Richard Gould	
	Public Works – Mark Rigos, P.E.	X
Attachments: Draft Interlocal Agreement		

SUMMARY STATEMENT:

An Interlocal Agreement (ILA) between the City of North Bend (City) and King County Flood Control District (District) will establish the terms and conditions for the project initiation, project management, project charter, data collection, surveying, hydraulic and hydrologic modeling, alternatives screening and analysis, preliminary cost estimates, feasibility assessment, conclusions, recommendations, conceptual drawings, and other work required for the completion of the Silver Creek Neighborhood Culvert Replacement Project Preliminary Design. City staff and a selected consulting firm will manage the project.

The District will reimburse the City for actual costs, without mark-up of any kind, incurred by the City to perform the tasks as described in the ILA, in a not-to-exceed amount of \$135,533. If the full amount of funds are determined by the City to be insufficient to cover costs, then the City will submit a written request to the District justifying the need for additional budget above \$135,533. The District will authorize additional budget, if it deems warranted. Request for additional budget should be communicated by the City to the District in advance of the City incurring costs that are out of scope or above that amount.

The City's legal department reviewed a prior draft ILA, had several minor edits, and those were accepted by the District in the attached ILA.

City staff recommend moving forward with the ILA, which will allow the City to begin preliminary engineering design of the Silver Creek Culvert Replacement Project after a consultant is selected. The engineering design will be performed at no cost to the City and is completely funded by the District. A separate contract will be brought forward to City Council for consultant design services.

APPLICABLE BRAND GUIDELINES: Consistent delivery of quality basic services including transportation and traffic management.

COMMITTEE REVIEW AND RECOMMENDATION: This item was reviewed by the Transportation and Public Works (TPW) Committee during their August 23, 2022 meeting and was recommended for approval and placement on Consent Agenda.

RECOMMENDED ACTION: **MOTION to approve AB22-102, authorizing the Mayor to sign an Interlocal Agreement with King County Flood Control District for Preliminary Design of the Silver Creek Neighborhood Culvert Replacement Project, in a form and content acceptable to the City Attorney.**

City Council Agenda Bill

RECORD OF COUNCIL ACTION		
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
September 20, 2022		

**AGREEMENT REGARDING
PRELIMINARY DESIGN OF CULVERT REPLACEMENTS IN THE SILVER CREEK BASIN**

This AGREEMENT REGARDING PRELIMINARY DESIGN OF CULVERT REPLACEMENTS IN THE SILVER CREEK MIDDLE FORK CONVEYANCE PROJECT ("Agreement") is made and entered into on the last date signed below by and between the KING COUNTY FLOOD CONTROL ZONE DISTRICT ("District"), a quasi-municipal corporation of the State of Washington, and the CITY OF NORTH BEND ("City"), individually referred to as "Party" and collectively referred to as "Parties".

RECITALS

1. The City of North Bend operates and maintains drainage structures (culverts) throughout the Silver Creek Drainage Basin within their jurisdiction. These locations were identified in the City of North Bend Surface Water System Analyses and Drainage Improvement Solutions (R. W. Beck, September 14, 2001). The focus of the analysis was to determine what improvements were needed to convey the 25-year flow through the drainage system. The report noted that capacity is currently limited at roadway culverts to less than a two-year level of service.
2. King County, Washington, ("County") through the Water and Land Resources Division ("WLRD") of the King County Department of Natural Resources and Parks, functions as the primary service provider to the District under the terms of an ILA between the County and the District, and under the ILA implements the District's annual work program and budget.
3. On July 17, 2017, the District approved the South Fork Snoqualmie River Capital Investment Strategy ("CIS") as policy guidance. The South Fork CIS identifies levee setbacks, floodplain/flood storage improvements, gravel removal, and culvert replacement as tools to be considered in developing a comprehensive flood risk reduction strategy at this location. The District has included the Silver Creek Middle Fork Conveyance Project in the District's annual budget and work program for fiscal year 2021, based on the District's determination that the Project merits funding consistent with the District's mission and purpose.
4. The District desires to conduct a comprehensive flood risk reduction strategy at this location along Silver Creek to reduce the recurrence of flooding in the area. The Parties desire for the City to undertake certain activities in connection with the Silver Creek Middle Fork Conveyance Project on behalf of the District, including:
 - a. A Project Charter following the procedures of the WLRD's Project Management Manual.

- b. An Alternatives Analysis Report characterizing existing conditions, hazards and risks to the subject and adjacent properties; identifying various alternatives and costs/benefit scenarios for this part of this study. This step provides the City and the District the opportunity to review and approve any improvements or measures that the consultant would analyze in further detail.
 - c. A 30% design, cost estimate and schedule for purposes of baselining these elements of the project and obtaining District approval to proceed with final design and construction.
 - d. A draft Basis of Design (BOD) Report providing the rationale and supporting documentation for the 30% design.
 - e. Other analyses consistent with the scope of the Project and deemed beneficial by the City or the District.
5. The District desires to authorize and the City desires to complete the Project as soon as possible, in order to alleviate flooding risks along Silver Creek, which damages property and impacts transportation routes during flooding.

AGREEMENT

1. Incorporation of Recitals—Scope of Agreement.
 - a. All recitals above are hereby incorporated and ratified as part of this Agreement.
 - b. This Agreement establishes the terms and conditions for the project initiation, project management, project charter, data collection, surveying, hydraulic and hydrologic modeling, alternatives screening and analysis, preliminary cost estimates, feasibility assessment, conclusions, recommendations, conceptual drawings, and other work required for the completion of the Project as that term is defined in the recitals above.
2. Definition of District. Unless provided otherwise in this Agreement, the term "District" hereinafter also shall include King County WLRD ("County") in its capacity as service provider to the District.
3. Project Liaisons. The terms of this Agreement will be administered for the District by a designated King County Project Liaison ("KCPL") or other representative as designated by the County, and for the City by a North Bend Project Liaison ("NBPL") or other representative as designated by the City.
4. Preliminary Design of Silver Creek Middle Fork Conveyance Project

- a. The NBPL will ensure that the KCPL is kept informed of design status, including scope, schedule, and budget, and will provide monthly progress reports as described in Exhibit One. NBPL will ensure that the KCPL has the opportunities for participation, review, and approval for specific activities and project deliverables, as set out in Exhibit One.
 - b. The City will be responsible for collecting necessary data and evaluating alternatives for the Silver Creek Middle Fork Conveyance Project.
 - c. The City shall perform tasks as described in Exhibit One and shall provide copies of all deliverables listed in Exhibit One for review and where required approval by the District.
 - d. The City will bill the County for performance of tasks and services provided per Exhibit One as described in Paragraph 9.
 - e. The City's contract for design of the Silver Creek Middle Fork Conveyance Project will require that the District and County be named as additional insureds, and the City will provide copies of such insurance endorsements to the KCPL.
 - f. The District reserves the right to terminate this Agreement, and the City shall immediately terminate work upon receipt of notice to terminate. The District shall continue to accept and review City requests for reimbursement up to the amount of funds appropriated in an approved District budget or this Agreement.
 - g. The City's cost and expense for the Project shall be reimbursed pursuant to the procedures, requirements and restrictions of the Reimbursement of City Expenditures paragraph below. The parties anticipate that the Project funding provided by the District will fully reimburse the City for all costs incurred by the City to complete the Project. The parties agree that the City shall not be obligated to expend any of its own funds to complete the Project and that if the Project funding provided by the District is insufficient to reimburse the City in full for its costs, the City shall not be obligated to complete the Project and shall have the option to terminate this Agreement by notifying the District of such termination in writing. If the City terminates this Agreement under the provisions of this subsection, the District shall continue to accept and review City requests for reimbursement up to the amount of funds appropriated in an approved District budget or this Agreement.
5. District Review of Project. Under District resolution FCD 2016-22, the District requires that any jurisdiction implementing a capital project shall comply with the WLRD's Project Management Manual. The jurisdiction and the County shall submit

a project charter for review and approval by the District's Executive Committee and shall request prior approval from the District's Executive Committee for initiation of the Project. The City shall provide to the District a schedule of the material and significant events and actions for the Project, which events and actions shall include, but not be limited to, data collection, hydraulic and hydrologic modeling, alternatives screening and analysis, preliminary cost estimates, feasibility assessment, conclusions, recommendations and conceptual drawings. The City shall not proceed to the next milestone until the District has reviewed interim products consistent with its Capital project review protocols. The District shall submit any comments within thirty days of receipt of the documents. The District will provide timely review, feedback, and when required in Exhibit One, approval, on all deliverables provided by the City, including the Gate 1: Project Charter and Gate 2: Project Alternative submittals. District approval of deliverables will not be unreasonably withheld.

6. District Inspections. The District shall have the right to inspect the City's project area.
7. District Costs and Expenses
 - a. The District shall reimburse the City for the services provided as described in Exhibit One and make payments in accordance with the terms Paragraph 9, below.
 - b. The District will provide timely review, feedback, and when required in Exhibit One, approval, on all deliverables provided by the City, including the Gate 1: Project Charter, consultant Scope of Work, and Gate 2: Project Alternative submittals. The District shall review and provide written comments within 30 days of receipt of information from the City.
 - c. The KCPL or their representative shall attend the meetings and site visits described in Exhibit One as necessary. The KCPL or their representative will determine the necessity of attendance at any meetings, site visits, and public outreach events associated with Silver Creek Middle Fork Conveyance Project in coordination with the NBPL.
 - d. At the City's request, the District shall provide limited supporting services and information, such as: project management, technical expertise (senior engineer, senior ecologist, fluvial geomorphologist, fisheries scientist, GIS analyst); and data, reports and other relevant project information.
8. Retention and Review of Documents. The City shall submit to the District the final report of this Project, in a form and with detail required by the District. The City agrees to maintain documentation of all planning, modeling, analysis, and design of the Project sufficient to meet state audit standards for a capital project,

recognizing that the costs of the Project are paid for in whole or in part by the City and the District. The City agrees to maintain any additional documentation that is requested by the District. City contracts and internal documents shall be made available to the District for review and/or independent audit upon request.

9. Reimbursement of City Expenditures

- a. No more than once a month, the City shall submit requests for reimbursement of City costs and expenses incurred on or after the date of signature by both parties of this agreement for the services provided as described in Exhibit One. Invoices should include itemized costs associated with Silver Creek Middle Fork Conveyance Project for the review of the County. The County shall review the requests to confirm that they are reimbursable and payable under this Agreement and will only be responsible for payment associated with the Silver Creek Middle Fork Conveyance Project. Payment on approved invoices will be made within 45 days. In connection with submittal of requests for reimbursement, the District may require the City to provide a status or progress report concerning submittal, preparation or completion of any document or work required by this Agreement.
- b. The District shall reimburse the City for the actual cost, without mark-up of any kind, incurred by the City to perform the tasks as described in Paragraph 4 above and Exhibit One, in the not-to-exceed amount of \$135,533. If the full amount of funds are determined by the City to not be sufficient to cover unexpected costs, the City shall submit a written request to the District justifying the need for additional budget above the not-to-exceed amount of \$135,533. The District will authorize additional budget as it deems warranted. Request for additional budget should be communicated by the City to the District in advance of the City incurring costs that are out of scope or above the agreed upon not-to-exceed amount.
- c. The District shall review the requests to confirm that they are reimbursable and payable under this Agreement. Reimbursable expenses shall include but not limited to labor, direct expenses, permit fees, and consultant fees. The District shall endeavor to complete such review within thirty days of receipt of a request in order to determine whether they are reimbursable and payable under this Agreement. The District shall forward the approved reimbursement to the City within forty-five days of the City's request.
- d. The District may postpone review of a City request for reimbursement where all or any part of the request is inaccurate or incomplete. The District shall notify the City of any inaccuracies or incompleteness within thirty (30) days of receipt of the request. The City shall provide all additional information or data within thirty (30) days of the District's request for such additional information or data. If the request is still inaccurate or incomplete in the opinion of the

District, the dispute shall be resolved in accordance with paragraph 18 below. After resolution of the dispute, the District shall provide reimbursement as provided in this paragraph 9.

- e. The District may postpone payment of any request for reimbursement, up to a maximum of five percent (5%) of the request, where the City is delinquent in submittal, preparation or completion of any document or work required by this Agreement.
10. Compliance with Laws and Regulations. The City shall be responsible for compliance with all applicable laws and regulations, and for obtaining all required permits, approvals and licenses in connection with the Project.
11. Duration—Effective Date. This Agreement shall take effect on the date on which the second party signs this Agreement, and shall remain in effect until the Project is deemed complete under the scope of work and submittal agreements or until terminated by the parties as provided herein.
12. Termination.
 - a. The District has the right to terminate this Agreement by providing written notice to the City. Upon receipt of the notice, the City shall immediately terminate all services; provided, that the District shall reimburse the City for such services that are performed prior to the date of the City's receipt of the notice of termination.
 - b. The City has the right to terminate this Agreement by providing written notice to the District if the District refuses under Paragraph 9.b above to authorize an increase in budget above the not-to exceed amount. Upon receipt of the notice, the District shall reimburse the City for all services that are within the not-to-exceed amount of \$135,533 and that were performed prior to the date of the City's issuance of notice of termination.
13. Third Parties. This Agreement and any activities authorized hereunder shall not be construed as granting any rights or privileges to any third person or entity, or as a guarantee or warranty of protection from flooding or flood damage to any person, entity or property, and nothing contained herein shall be construed as waiving any immunity to liability to the City, the District or King County, granted under state statute, including Chapters 86.12 and 86.15 RCW, or as otherwise granted or provided for by law.
14. Liens and Encumbrances. The City acknowledges and agrees that it will not cause or allow any lien or encumbrance arising from or related to the Project authorized by this Agreement to be placed upon the real property interests of King County and the District. If such lien or encumbrance is so placed, King County and the

District shall have the right to remove such lien and charge back the costs of such removal to the City.

15. Indemnification. To the maximum extent permitted by law, the City shall defend, indemnify and hold harmless the District and King County, and all of their officials, employees, principals and agents, from any and all claims, demands, suits, actions, losses, costs, reasonable attorney fees and expenses, fines, penalties and liability of any kind, including injuries to persons or damages to property, arising out of, or as a consequence of, the Project under this Agreement except claims, demands, suits, actions, losses, costs, reasonable attorney fees and expenses, fines, penalties and liability of any kind arising out of or as a consequence of the District and/or King County's or their respective employees, contractors, representatives or agents negligence or actions. As to all other obligations under this Agreement, to the maximum extent permitted by law, each Party shall defend, indemnify and hold harmless the other Party, and all of its officials, employees, principals and agents, from any and all claims, demands, suits, actions, fines, penalties and liability of any kind, including injuries to persons or damages to property, arising out of or relating to any negligent acts, errors or omissions of the indemnifying Party and its contractors, agents, employees and representatives in performing these obligations under this Agreement. However, if any such damages and injuries to persons or property are caused by or result from the concurrent negligence of the District or its contractors, employees, agents, or representatives, and the City or its contractor or employees, agents, or representatives, each Party's obligation hereunder applies only to the extent of the negligence of such Party or its contractor or employees, agents, or representatives. This indemnification provision shall not be construed as waiving any immunity granted to the City, the District, or King County, under state statute, including chapters 86.12 and 86.15 RCW, as to any other entity.

The foregoing indemnity is specifically and expressly intended to constitute a waiver of each Party's immunity under industrial insurance, Title 51 RCW, as respects the other Party only, and only to the extent necessary to provide the indemnified Party with a full and complete indemnity of claims made by the indemnitor's employees. This waiver has been mutually negotiated.

16. Insurance. Each Party recognizes that the other is self-insured and accepts such coverage for liability arising under this Agreement. Should any Party choose not to self-insure, that Party shall maintain and keep in full force and effect a policy of general liability insurance in an amount not less than One Million Dollars (\$1,000,000) per occurrence with an additional excess liability policy of not less than Ten Million Dollars (\$10,000,000) and will provide the other Party with a certificate of insurance and additional insured endorsement that will name the other Party as an additional insured.

17. Dispute Resolution. The Parties will seek to resolve any disputes under this Agreement as follows:
 - a. For disputes involving cost reimbursements or payments, as provided for in paragraph 9 above, submittal of all relevant information and data to an independent Certified Public Accountant or a Construction Claims Consultant, if agreed upon by the Parties, for a non-binding opinion as to the responsibility.
 - b. If the foregoing does not result in resolution and for all other disputes, the Parties may mutually select any informal means of resolution and resort will otherwise be had to the Superior Court for King County, Washington.
 - c. Each Party will be responsible for its own costs and attorney's fees in connection with the dispute resolution provisions of this paragraph 18.
18. Entire Agreement; Amendment. This Agreement, together with Exhibit A, represents a full recitation of the rights and responsibilities of the Parties and may be modified only in writing and upon the consent of both Parties. Should any conflict exist between the terms of this Agreement and the terms of the Exhibits, this Agreement shall control.
19. Binding Nature. The rights and duties contained in this Agreement shall insure to the benefit of and are binding upon the Parties and their respective successors in interest and assigns.
20. Notices, Communications and Documents. Unless applicable law requires a different method of giving notice, any and all notices, demands or other communications required or desired to be given hereunder by either Party (collectively, "notices") shall be in writing and shall be validly given or made to the other Party if delivered either personally or by Federal Express or other overnight delivery service of recognized standing, or if deposited in the United States Mail, certified, registered, or express mail with postage prepaid, or if sent by electronic mail. If such notice is personally delivered, it shall be conclusively deemed given at the time of such delivery. If such notice is delivered by Federal Express or other overnight delivery service of recognized standing, it shall be deemed given one business day after the deposit thereof with such delivery service. If such notice is mailed as provided herein, such shall be deemed given three business days after the deposit thereof in the United States Mail. If such notice is sent by electronic mail, it shall be deemed given at the time of the sender's transmission of the electronic mail communication, unless the sender receives a response that the electronic mail message was undeliverable. Each such notice shall be deemed given only if properly addressed to the Party to whom such notice is to be given as follows:

To City: Tom Mohr, Deputy Public Works Director
PO Box 896, North Bend, WA 98045
425-922-5936
tmohr@northbendwa.gov

To District: Michelle Clark, Executive Director
516 Third Avenue, Room 1200, W-1201
Seattle, WA 98104
Phone: (206) 477-2985
Email: Michelle.Clark@kingcounty.gov

21. Any Party may change its address for the purpose of receiving notices as herein provided by a written notice given in the manner aforesaid to the other Party.
22. Authority. The undersigned warrant that they have the authority duly granted by their respective legislative bodies to make and execute this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement, which shall become effective upon signature by all parties.

CITY OF NORTH BEND

KING COUNTY FLOOD CONTROL DISTRICT

By: _____
Rob McFarland
Mayor

By: _____
Dave Upthegrove
Board Chair

Date: _____

Date: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: _____
Mike Kenyon
City Attorney

By: _____
Charlotte Archer
Legal Counsel

Attest

Susie Oppedal
City Clerk

EXHIBIT ONE

Scope of Work

The scope of work outlined below describes the project management, engineering, and design activities that the City will undertake to complete the preliminary design of Silver Creek Middle Fork Conveyance Project. The City's activities will be coordinated with a King County team that will provide support to the Silver Creek Middle Fork Conveyance Project. Work is funded by the King County Flood Control District up to the not-to-exceed amount of \$135,533.

The Scope of Work for Part 1 of the project will include all necessary tasks and activities to take the project to 30% design, including planning, preliminary design including alternative analysis and selection, and design development to the 30% milestone. Part 2 of the project, including final design, construction management and inspection, and construction will be established in an amendment to this ILA.

In its execution of the work on the Silver Creek Middle Fork Conveyance Project, the City will adhere to the King County Water and Land Resources Project Management Manual ("Manual") and administer the project consistent with the Manual. The City will get the District's authorization to proceed at each of the following milestone Gates identified in the Manual:

- Project Charter (Gate 1);
- Alternative Analysis and Recommendation of Preferred Alternative (Gate 2);
- Preliminary Project Design to 30% (Gate 3).

King County Water and Land Resources Division (County) will review all milestone packages prior to their delivery to the District for approval. The County will also review and process invoices from the City.

The following tasks are included in Part 1:

1. Project Planning and Management
2. Kick-off Meeting and Site Inspection
3. Data Collection and Review
4. Hydrologic and Hydraulic Analysis
5. Alternative Analysis
6. Preliminary Project Design

Task 1. Project Planning and Management

The City shall manage the Silver Creek Middle Fork Conveyance Project scope, schedule and budget and complete other planning and management tasks as identified by the Manual. This includes coordinating City staff and management, County staff and management, consultants,

contractors, and stakeholders. The City will conduct proactive outreach to and seek involvement from Project stakeholders including: the Snoqualmie Indian Tribe, the Tulalip Tribes of Washington, citizen groups, and regulatory agencies (local, state and federal). The Parties acknowledge that the City cannot compel any individual, tribal, or regulatory agency stakeholder to participate, provide comment or otherwise be involved in the City's design process, and nothing in this Task shall be deemed to require the City to obtain such participation, comment and/or input. This task also includes providing invoices and project progress reports to the County. This task will be ongoing throughout the duration of the Project.

Activities:

Quarterly project management coordination meetings (meetings may be requested more frequently if/when deemed necessary). The KCPL will be provided the opportunity to attend all meetings.

Deliverables:

- Project Charter (Gate 1 document) and all supporting documents as identified by the Manual.
- Project management plan including all supporting documents as identified by the Manual.
- Project schedule including all significant events and milestones.
- Monthly progress reports (reports may be submitted by email), to include scope/schedule/budget status, accomplishments, issues and concerns, next steps, and action items.
- Monthly invoices for project expense reimbursement, subject to County review and approval.

Task 2. Kick-off Meeting and Site Inspection

The City will coordinate a kick-off meeting at the project site, or virtually using visual conferencing, with their consultant team and County staff to discuss the project approach, technical tasks, team coordination, site conditions, and constraints. The KCPL will be provided the opportunity to participate in this meeting.

Deliverables:

- Meeting agenda.
- Meeting summary.

Task 3. Data Collection and Review

The City and their consultant team will gather available information relevant to the Silver Creek Drainage Project for review and planning. Data necessary for the project may include but is not limited to:

- Existing Conditions Record Drawings (As-Builts) containing:
 - Existing drainage structures and features;

- Existing utilities;
- Transportation infrastructure;
- Property lines and boundaries;
- Public utility and drainage easements.
- Wetland Identification, Delineation, and Rating
- Cultural Resources
- Topography
- Geotechnical
- Drainage basin delineation

Deliverables:

- Email summary of relevant site conditions and project constraints.
- Incorporation of pertinent data into the Basis of Design Report to be developed and updated under subsequent tasks.

Task 4. Hydrologic and Hydraulic Analysis

The City and their consultant team will prepare hydrologic and hydraulic analysis materials to support the alternative analysis and selection process. Hydrologic and hydraulic analyses should be prepared at sufficient resolution to describe the frequency and extent of flood risk reduction benefits provided by the alternatives developed in Task 5.

Task 5. Alternatives Analysis

The project alternatives analysis shall include the following considerations, either individually or in combination:

1. Maximizing flood-reduction impacts
2. Minimizing design and construction costs
3. Maximizing environmental benefit / minimize adverse environmental impact

Additional alternatives may be developed and evaluated by the City. The alternatives analysis should consider the costs and benefits of the above flood risk reduction approaches at the site as well any additional alternatives developed by the City. It may be determined that alternatives require a combination of elements to meet the project objectives. The Alternatives Analysis Report will be subject to County review and approval prior to submittal to the District in support of Gate 2 review.

In addition to the above the Alternatives Analysis Report should include:

- Project costs and flood risk reduction benefits of alternatives;
- Anticipated permitting requirements and timelines of alternatives;
- Potential habitat improvements associated with the alternatives;
- Fish passability of potential culvert replacement alternatives;
- Anticipated outcomes and benefits as a result of the project; and
- Recommendations.

The City will also develop a draft Basis of Design Report, subject to County approval, documenting:

- City floodplain or other applicable regulations;
- Design elements and engineering criteria;
- Anticipated outcomes and benefits as a result of the project.;
- Other elements as necessary or dictated by the Manual.

The KCPL will be provided the opportunity to review and comment on the draft Basis of Design Report and the Alternatives Analysis Report prior to submittal to the District in support of Gate 2 review.

Deliverables:

- Alternatives Analysis Report to support documenting alternative development and evaluation and criteria for identifying a preferred alternative.
- Additional Gate 2 supporting documentation as identified by the District.
- Draft Basis of Design Report.

Task 6. Preliminary Project Design

The City and its consultant team will develop designs materials to the 30% design milestone for the alternative identified by the Gate 2 process and approved by the District. Based on the design criteria, preliminary design inputs developed under preceding tasks, and additional design analysis to be conducted under this task, Draft and Final 30% design submittals and related documentation will be prepared under this task. Activities to be completed under this task include:

- Preliminary design will incorporate design criteria identified in the Preliminary Basis of Design.
- Conduct necessary analysis to support Draft and Final 30% design.
- Incorporate engineering input from earlier tasks into project analysis and design.
- Identify permitting requirements to complete the selected alternative.

Deliverables:

- Updated Basis of Design Report.
- 30% Design Submittal consistent with the Manual including detailed basemap and design drawings of project elements, including preliminary plans, profiles, sections, and details as appropriate and Draft and Final 30% construction cost estimate.
- Additional Gate 3 supporting documentation as identified by the District.



City Council Agenda Bill

SUBJECT:	Agenda Date: September 20, 2022	AB22-103
Resolution Accepting Bids and Awarding Construction Contract for the SW 10th Street Culvert Maintenance Project to Fury Site Works, Inc.	Department/Committee/Individual	
Cost Impact: NTE \$57,937.94 plus sales tax	Mayor Rob McFarland	
Fund Source: Storm/Flood	City Administrator – David Miller	
Timeline: Immediate	City Attorney – Mike Kenyon/Lisa Marshall	
	City Clerk – Susie Oppedal	
	Administrative Services – Lisa Escobar	
	Comm & Econ Development – Rebecca Deming	
	Finance – Richard Gould	
	Public Works – Mark Rigos, P.E.	X

Attachments: Resolution, Fury Quote

SUMMARY STATEMENT:

In April 2022, the City of North Bend's Public Works (PW) Department became aware of a build-up of streambed material within the 4-foot wide bottomless arch culvert on SW 10th Street adjacent to the 710 Pump Station in the Forster Woods neighborhood. The conveyance capacity of the culvert has significantly decreased due to the build-up of material. Removing this excess material from the culvert prior to heavy fall and winter rains is prudent to decrease the likelihood of an overflow, which could result in property damage and worse. The stream is at minimum flow now, making it the best time to perform this work.

Initially the plan was to have the PW Dept. perform this work, but other tasks took precedence this summer. Quotes were solicited from three contractors using the MRSC Small Works Roster.

Attached is the quote from Fury Site Works, Inc. in the amount of \$57,937.94 plus sales tax which was the low bid of the three quotes. This quote includes \$5,000 for some minor clearing that may be able to be avoided and removed from the contract amount.

City staff recommends approval of this contract with Fury Site Works, Inc.

APPLICABLE BRAND GUIDELINES: Consistent delivery of quality basic services including transportation and traffic management.

COMMITTEE REVIEW AND RECOMMENDATION: The Transportation and Public Works Committee reviewed this item on August 23, 2022 and was recommended for approval and placement on the Consent Agenda.

RECOMMENDED ACTION: **MOTION to approve AB22-103, a resolution accepting bids and awarding construction contract for the SW 10th Street Culvert Maintenance Project to Fury Site Works, Inc.**

RECORD OF COUNCIL ACTION

Meeting Date	Action	Vote
September 20, 2022		

RESOLUTION

A RESOLUTION OF THE CITY OF NORTH BEND, WASHINGTON, ACCEPTING BIDS AND AWARDING CONSTRUCTION CONTRACT FOR THE SW 10TH STREET CULVERT MAINTENANCE PROJECT

WHEREAS, the City has determined the SW 10th Street Culvert Maintenance Project to be a high priority as the culvert recently filled to capacity this past spring; and

WHEREAS, this work is typically required every 3-4 years depending the severity of storms and the Project shall include, but is not limited to, bypass of the stream, removing sediment that has deposited inside the culvert and restoration; and

WHEREAS, the Project is funded by Storm and Flood Funds; and

WHEREAS, quotes for this project were requested from contractors off an appropriate Small Works Roster; and

WHEREAS, the City received bids from three contractors and Fury Site Works provided the lowest bid in the amount of \$57,937.94 plus all applicable taxes;

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

Section 1. The construction bids for the SW 10th Street Culvert Maintenance Project are accepted.

Section 2. The construction contract for the SW 10th Street Culvert Maintenance Project, is awarded to Fury Site Works, in the amount of \$57,937.94 plus all applicable taxes, on a form to be approved by the City Attorney.

**PASSED BY THE CITY COUNCIL OF THE CITY OF NORTH BEND,
WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 20TH DAY OF
SEPTEMBER, 2022.**

CITY OF NORTH BEND:

Rob McFarland, Mayor

APPROVED AS TO FORM:

Lisa Marshall, City Attorney

ATTEST/AUTHENTICATED:

Effective:

Posted:

Susie Oppedal, City Clerk

Gardner Creak Culvert Cleanout



Contact: Mike Day
Phone: 425-941-8019
Fax:

Quote To: Tom Mohr Job Name:
 Deputy Public Works Director
 City of North Bend
Phone: 425-888-7653 Date of Plans:
Fax: Revision Date:

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
10	MOB and Clearing (Assumed)	1.00	LS	9,685.47	9,685.47
20	Manually Excavate gravel from culvert	1.00	LS	24,393.80	24,393.80
30	load from creek to bank	100.00	BCY	66.46	6,646.00
40	load from bank to truck	125.00	TCY	53.16	6,645.00
50	Export Trucking and Dump fees	10.00	LOAD	539.76	5,397.60
60	Fine Grade and Cleanup	1.00	LS	5,170.07	5,170.07
GRAND TOTAL					\$57,937.94

NOTES:

Exclusions:

- Price Excludes WSST
- Clearing is Assumed, reduce Mob price by \$5000 if clearing is not needed.
- Survey
- Traffic Control
- Its assumed there will be no place to stockpile the material, we will need 40 hrs of trucking and stanby time to wait for the material to get excavated. This is captured in the trucking to export CY price.



City Council Agenda Bill

SUBJECT:	Agenda Date: September 20, 2022	AB22-104
Resolution Accepting Bids and Awarding Construction Contract for the Ribary Creek Sediment Pond Maintenance Project to Fury Site Works, Inc.	Department/Committee/Individual	
Cost Impact: NTE \$41,958.43 plus sales tax	Mayor Rob McFarland	
Fund Source: Storm/Flood	City Administrator – David Miller	
Timeline: Immediate	City Attorney – Mike Kenyon/Lisa Marshall	
	City Clerk – Susie Oppedal	
	Administrative Services – Lisa Escobar	
	Comm & Econ Development – Rebecca Deming	
	Finance – Richard Gould	
	Public Works – Mark Rigos, P.E.	X

Attachments: Resolution, Fury Quote

SUMMARY STATEMENT:

In April 2022, the City of North Bend Public Works Department became aware of a build-up of streambed material within the Ribary Creek Sediment Pond along Ribary Way just east of the Forster Woods neighborhood. This sediment pond typically needs to be cleaned out every 3 to 4 years in order to function properly and prevent flooding. The City last cleaned the pond out in 2018, so it's time to perform the work again. Plans and permits for this work are in place.

Quotes were solicited from three contractors from the MRSC Small Works Roster.

Attached is the quote from Fury Site Works, Inc. in the amount of \$41,958.43 plus sales tax which was the low bid of the three quotes.

Staff recommends approval of this contract with Fury Site Works, Inc.

APPLICABLE BRAND GUIDELINES: Consistent delivery of quality basic services including transportation and traffic management.

COMMITTEE REVIEW AND RECOMMENDATION: The Transportation and Public Works Committee reviewed this item on August 23, 2022 and was recommended for approval and placement on the Consent Agenda.

RECOMMENDED ACTION: **MOTION to approve AB22-104, a resolution accepting bids and awarding the construction contract for the Ribary Creek Sediment Pond Maintenance Project to Fury Site Works, Inc.**

RECORD OF COUNCIL ACTION

Meeting Date	Action	Vote
September 20, 2022		

RESOLUTION

A RESOLUTION OF THE CITY OF NORTH BEND, WASHINGTON, ACCEPTING BIDS AND AWARDING CONSTRUCTION CONTRACT FOR THE RIBARY CREEK SEDIMENT POND MAINTENANCE PROJECT

WHEREAS, the City has determined the Ribary Creek Sediment Pond Maintenance Project to be a high priority as the pond recently filled to capacity this past spring; and

WHEREAS, this work is typically required every 3-4 years depending the severity of storms and the Project shall include, but is not limited to clearing vegetation within the pond, bypass of the stream, removing sediment that has deposited into the pond, and restoration; and

WHEREAS, the Project is funded by Storm and Flood Funds; and

WHEREAS, quotes for this Project were requested from contractors off an appropriate Small Works Roster; and

WHEREAS, the City received bids from three contractors and Fury Site Works provided the lowest bid in the amount of \$41,958.43 plus all applicable taxes;

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

Section 1. The construction bids for the Ribary Creek Sediment Pond Maintenance Project are accepted.

Section 2. The construction contract for the Ribary Creek Sediment Pond Maintenance Project, is awarded to Fury Site Works, in the amount of \$41,958.43 plus all applicable taxes, on a form to be approved by the City Attorney.

**PASSED BY THE CITY COUNCIL OF THE CITY OF NORTH BEND,
WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 20TH DAY OF
SEPTEMBER, 2022.**

CITY OF NORTH BEND:

APPROVED AS TO FORM:

Rob McFarland, Mayor

Lisa Marshall, City Attorney

ATTEST/AUTHENTICATED:

Effective:
Posted:

Susie Oppedal, City Clerk

Ribary Creek Sediment Removal



Contact: **Mike Day**
Phone: **425-941-8019**
Fax:

Quote To: Tom Mohr, PE **Job Name:** Ribary Creek Sediment Removal
 Deputy Public Works Director
 City of North Bend
Phone: 425-888-7653 **Date of Plans:**
Fax: **Revision Date:**

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
10	MOB	1.00	LS	2,038.09	2,038.09
20	Stream Temp Diversion	1.00	LS	2,856.07	2,856.07
30	Cut to Stockpile	500.00	BCY	11.42	5,710.00
40	Load to Export solo	625.00	TCY	8.91	5,568.75
50	Export Trucking and Dump fees	42.00	LOAD	579.94	24,357.48
60	Fine Grade and Cleanup	1.00	LS	1,428.04	1,428.04
GRAND TOTAL					\$41,958.43



City Council Agenda Bill

SUBJECT:	Agenda Date: September 20, 2022	AB22-105
Motion Authorizing Change Order No. 1 with Fury Site Works Inc. for the 2nd Street Water and Roadway Improvements Capital Project	Department/Committee/Individual	
Cost Impact: NTE \$161,222.89	Mayor Rob McFarland	
Fund Source: Water, Storm Drainage, Street, and CDBG grant funds	City Administrator – David Miller	
Timeline: Immediate	City Attorney – Mike Kenyon/Lisa Marshall	
	City Clerk – Susie Oppedal	
	Administrative Services – Lisa Escobar	
	Comm. & Economic Development – Rebecca Deming	
	Finance – Richard Gould	
	Public Works – Mark Rigos, P.E.	X

Attachments: Change Order No.1 Work Scope & Fee

SUMMARY STATEMENT:

On May 3, 2022, North Bend City Council awarded the 2nd Street Water and Roadway Improvements Capital Project (TIP Project # T-013) to the low bid contractor Fury Site Works, Inc. (Fury). Notice to Proceed for construction was issued for the project by City staff to Fury on June 21, 2022 with 100 working days allowed in the contract.

During excavation along 2nd Street from Main Avenue to Ballarat Avenue, contractor crews discovered a 12" to 18" thick layer of unsuitable material below the existing pavement section. Several of the older streets near or in downtown North Bend have shown similar conditions where unsuitable road materials have been found. The original engineering plans showed an edge grind of the pavement, pre-level, place geotextile fabric and overlay this section of road. After discovering this unsuitable material, the newly proposed approach is to remove the unsuitable material, place a woven geotextile on the native material, backfill with crushed rock to subgrade, and pave back with 4" of asphalt. The change order cost will be for approximately \$161,000 as the final cost will be based on actual quantities. However, after the original scope of work materials are removed from the accepted low bid, then there will be a reduction of approximately \$81,000 to the base contract. The final increase in contract amount should be closer to \$80,000. That approximate \$81,000 in savings will be accounted for with a final quantities adjustment at the end of the project.

City staff recommend Change Order No. 1 be approved.

APPLICABLE BRAND GUIDELINES: Consistent delivery of quality basic services including transportation and traffic management.

COMMITTEE REVIEW AND RECOMMENDATION: The Transportation and Public Works Committee reviewed this item on August 23, 2022 and recommended approval and placement on Consent Agenda.

RECOMMENDED ACTION: **MOTION to approve AB22-105, authorizing Change Order No. 1 with Fury Site Works Inc. for the 2nd Street Water and Roadway Improvement Project, in a form and content acceptable to the City Attorney, in an amount not to exceed \$161,222.98 including sales tax.**

RECORD OF COUNCIL ACTION

Meeting Date	Action	Vote
September 20, 2022		

2ND ST IMPROVEMENTS PROJECT - CONB



Contact: **Mike Day**
Phone: **425-941-8019**
Fax:

Quote To: TOM MOHR **Job Name:** 2ND ST IMP Project
 Deputy Public Works Director **Date of Plans:** 2/3/2022
 City of North Bend
Phone: 425-888-7653 **Revision Date:**
Fax:

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	Grind 2.5-3" Asphalt incld. Haul	6,520.00	SF	3.02	19,690.40
2	Roadway Excavation Incl. Haul	420.00	CY	87.99	36,955.80
3	Woven Geotextile	9,000.00	SF	1.48	13,320.00
4	Crushed Rock Incl. Haul	600.00	TON	41.74	25,044.00
5	Fine Grade For Paving	9,000.00	SF	1.20	10,800.00
6	1/2" HMA 4" Lift	220.00	TON	208.33	45,832.60
7	Additional Traffic Control	1.00	LS	5,678.23	5,678.23
8	Additional Geotechnical Engineering Support	1.00	LS	3,901.87	3,901.87
GRAND TOTAL					\$161,222.89



City Council Agenda Bill

SUBJECT:	Agenda Date: September 20, 2022	AB22-106
Motion Approving Change Order No. 1 with RW Scott Construction for the North Bend Way Sidewalk Capital Project	Department/Committee/Individual	
Cost Impact: NTE \$29,558.84	Mayor Rob McFarland	
Fund Source: TIB Complete Streets Grant and Street and Storm Capital	City Administrator – David Miller	
Timeline: Immediate	City Attorney – Mike Kenyon/Lisa Marshall	
	City Clerk – Susie Oppedal	
	Administrative Services – Lisa Escobar	
	Comm. & Economic Development – Rebecca Deming	
	Finance – Richard Gould	
	Public Works – Mark Rigos, P.E.	X

Attachments: Change Order No.1 Work Scope & Fee

SUMMARY STATEMENT:

On June 7, 2022, North Bend City Council awarded the North Bend Way Sidewalk Capital Project (TIP Project # T-007) to construction company RW Scott Construction (RW). The project is located along the south side of North Bend Way and abuts a Shell gas station, Rio Bravo and a public park and ride lot. Notice to Proceed on construction was issued by City staff to RW on July 21, 2022 with 40 working days allowed in the contract.

Several weeks ago during excavation along North Bend Way, RW crews found contaminated materials (petroleum based), which is most likely a remnant from the previous gas station(s) along this stretch of North Bend Way. RW workers stockpiled this material on McClellan Avenue and covered it with plastic immediately. Subsequent soil testing confirmed the petroleum-based contamination is present. There is approximately 100 cubic yards to haul away and properly dispose of. Change Order No. 1 cost is \$29,558.84.

This situation is no fault of the contractor, and contaminated soils are not included in the base contract. City staff recommend Change Order No. 1 be approved.

APPLICABLE BRAND GUIDELINES: Consistent delivery of quality basic services including transportation and traffic management.

COMMITTEE REVIEW AND RECOMMENDATION: The Transportation and Public Works Committee reviewed this item on August 23, 2022 and recommended approval and placement on Consent Agenda.

RECOMMENDED ACTION: **MOTION to approve AB22-106, authorizing Change Order No. 1 with RW Scott Construction for the North Bend Way Sidewalk Capital Project, in a form and content acceptable to the City Attorney, in an amount not to exceed \$29,558.84 including sales tax.**

RECORD OF COUNCIL ACTION

Meeting Date	Action	Vote
September 20, 2022		



Lump Sum Breakdown

City Of North Bend

DATE 8.17.2022

Estimator	CUSTOMER JOB NAME
Tyler Scott	North Bend Way Sidewalk improvements project (20-444)

Load, Haul and Dispose of Stockpiled contaminated Material to the proper waste disposal facilities. Dispose of plastic and sandbags, restore area where materials is stockpiled with topsoil and grass seed.

Remit Checks To: R.W. Scott Construction
4005 West valley Highway North
Auburn WA 98001

SUBTOTAL	\$	22,564.00
MARK UP	\$	6,994.84
SUBTOTAL	\$	29,558.84
SALES TAX		
TOTAL	\$	29,558.84



August 17, 2022
Tyler Scott
RW Scott Construction

RE: Northbend Side Walk Repair

Republic Services appreciates the opportunity to work with you and your team on North bend project.

- Contaminated Soil-

Republic services can accept the soils for disposal provided the material are properly represented on a profile. All material must meet Republic Services acceptance criteria through our profiling process. Each load must be accompanied by a completed and signed manifest / bill of lading and or waste information sheet which includes an assigned profile number. Roosevelt Regional Landfill is a subtitle D permitted

Disposal Rates only 2733 3rd Ave S. Seattle

1. Tipped rate at Republic 3rd and Lander transfer station contaminated soil will be charged at a rate of \$65.00 per ton.
- *Above rates are Thru December 2022*
 - Payment terms net 20-day.
 - Material must meet Washington State Department of Ecology regulations for "Non-Dangerous" Wastes in order to be approved.
 - Documentation: Prior to delivery of material, RDC requires that an authorized individual execute all documentation on behalf of the client. Documentation shall include a master service agreement along with a bill of lading or waste information sheet or both.
 - Material loading: Customer is responsible

Thank you for the opportunity to submit this quote. If we can provide any additional information or assistance, please contact us at (206) 652-8893

Sincerely,

Teresa Dillashaw
Special Waste Sales Executive
Tdillashaw@publicservices.com



Quote number: 5494

Date: 8/16/2022

Tyler Scott
RW Scott Construction
19513 104th Ave East
Graham, WA, 98338
Office: (253) 446-4160
Mobile: (253) 508-2741
email: tyler@rwscottconstruction.com

Exhibit A - Confidential

Regarding: North Bend PCS

Dear Tyler,

Thank you for considering WM for your Industrial and Hazardous Waste needs. We appreciate your business and look forward to providing you with the best waste services in the industry. The attached quotation is based on our discussions regarding your service needs as summarized below.

Scope of Service

- WM will provide Disposal only.
- See Special Conditions.

This quotation is made subject to: (1) the terms and conditions of WM's standard Industrial Waste Service Agreement, which shall be executed by the parties in connection with performing the services described above, (2) the proper submittal of an acceptable Generator Waste Profile Sheet(s), which must be submitted to and approved by an authorized WM facility, including any analytical data requested by WM regarding the waste stream.

WM is a recognized leader in the waste disposal business with the ability to manage the quoted services at or through our permitted and licensed facilities. To accept this proposal and initiate project start, please contact the Technical Service Center at (800) 963-4776 or your Account Manager at the number below.

Sincerely,

Matt Essig

Matt Essig
Industrial Account Manager
206.437.9460 messig@wm.com



PRICE SCHEDULE

Disposal Pricing

Code / Description	Price	Unit	Facility
LF01 <i>Non Hazardous Solids for direct landfill</i>	\$72.00	Ton	PCS/AKST/DRF

Transportation Pricing

Assessorial

Fees and Taxes

- \$85.00 profile fee charged to each profile submitted.
- Oregon DEQ fee of \$0.58/ton for alternative daily cover.

General Conditions

1. Pricing is contingent upon waste profile acceptance as proposed.
2. All disposal fees are subject to a variable fuel surcharge. Surcharge calculation is based on the national diesel average as reported by the Energy Information Administration of the US Department of Energy in its Weekly On-Highway Diesel Prices Index.
3. Railroad schedules are dictated by the corresponding Railroad. WM will not be liable for any charges resulting in delays caused by the Railroad.
4. Pricing in this proposal is valid for a term of 30 days from the date listed above. Upon acceptance, terms of the mutually negotiated agreement will apply.
5. Material with a density < 75 pounds/cubic foot will be billed by the cubic yard.
6. Unless otherwise noted, applicable state, local and federal taxes are not included in the enclosed rates.
7. Waste removal scheduling is dependent upon available equipment at the time of project startup.
8. Unless otherwise noted, a 10-ton/yard disposal and/or transportation minimum will apply to all bulk disposal rates at Columbia Ridge or Chemical Waste Management.
9. Unless otherwise noted, a 1-ton disposal minimum applies at all other Subtitle D landfills not listed above.
10. Demurrage charges of \$200/hr will be assessed on delays exceeding ½ hour load and unload time.
11. Rinsate from tanker washout will be invoiced at quoted disposal rates.
12. Certificates of disposal (other than TSCA waste) will be charged \$35.00/cert if noted at the time of profile generation.
13. Standard profile approval time is 2-5 days. 1 day expedited approval available for an additional fee of \$500.
14. Transportation ordered, but not used will be invoiced at cost plus 15%.
15. Expedited delivery of manifests, LDR's or other paperwork will be \$100.
16. It is the generators responsibility to deliver DOT compliant loads to WM Rail Reload Facilities. Non compliant loads will be remedied or rejected at customers expense.
17. Incidental release of hazardous material, fines and associated clean-up costs, will be charged at cost plus 10%.
18. Rail pricing does not include demurrage, retention, car-hire, cleanout, or other fees. In the event these items arise, additional charges may apply.

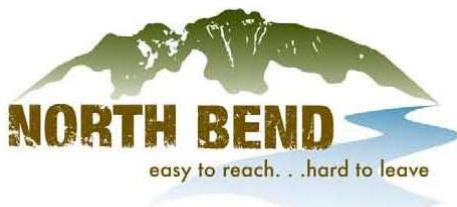
Special Conditions

Condition #2 is currently at 12.12%



Waste Category Definitions

- | | |
|------|--|
| LF01 | Must pass paint filter test, non regulated, non-TSCA, no friable asbestos, for comingle disposal |
|------|--|



City Council Agenda Bill

SUBJECT:	Agenda Date: September 20, 2022	AB22-107
Resolution Authorizing a Developer Extension Agreement with Vector Development Company, LLC for the Alpental Logistics Commercial Project	Department/Committee/Individual	
Cost Impact: N/A	Mayor Rob McFarland	
Fund Source: N/A	City Administrator – David Miller	
Timeline: Immediate	City Attorney - Mike Kenyon/Lisa Marshall	
	City Clerk – Susie Oppedal	
	Administrative Services – Lisa Escobar	
	Comm. & Economic Development – Rebecca Deming	
	Finance – Richard Gould	
	Public Works – Mark Rigos, P.E.	X

Attachments: Resolution, Exhibit A – Developer Extension Agreement, Exhibit B – Vicinity Map

SUMMARY STATEMENT:

Vector Development Company, LLC (Vector) owns tax parcel numbers 142308-9091, 142308-9068, and 142308-9021, located at 43909 SE Tanner Road inside North Bend City Limits. Several months ago, Vector submitted engineering plans for the Alpental Logistics commercial project, which includes a 115,575 square foot proposed warehouse building.

In addition to constructing a water system (which will be owned by Sallal Water Association) and private onsite improvements, the applicant is required by the City of North Bend (City) to construct approximately 570 lineal feet of road frontage improvements along SE Tanner Road. These public improvements include street widening, concrete curb and gutter, landscape strip, sidewalk, and storm drainage collection and conveyance facilities per the City's Public Works Standards.

Per Chapter 19.01.200 of North Bend Municipal Code, the developer must enter into a Developer Extension Agreement (DEA) with the City for the developer to design and construct these improvements, post the necessary bonds, and pay for all City expenses related to the review, inspection, and administration of the DEA.

The DEA has been prepared by Vector and reviewed and approved by the City Attorney. Once the public improvements are constructed, then a Bill of Sale will be signed by Vector, to transfer ownership of the public improvements to the City.

City staff recommends approval of this DEA.

APPLICABLE BRAND GUIDELINES: This project will meet the requirements of City design standards.

COMMITTEE REVIEW AND RECOMMENDATION: The DEA was brought up during the Transportation and Public Works Committee meeting on August 23, 2022 and was recommended for approval and placement on Consent Agenda.

RECOMMENDED ACTION: **MOTION to approve AB22-107, a resolution authorizing a Developer Extension Agreement with Vector Development Company for the Alpental Logistics Commercial Project.**

RECORD OF COUNCIL ACTION

Meeting Date	Action	Vote
September 20, 2022		

RESOLUTION

**A RESOLUTION OF THE CITY OF NORTH BEND,
WASHINGTON, AUTHORIZING THE MAYOR TO
EXECUTE A DEVELOPER EXTENSION AGREEMENT
AND RELATED CONTRACT DOCUMENTS WITH
VECTOR DEVELOPMENT COMPANY, LLC, TO
CONSTRUCT STORMWATER AND STREET SYSTEM
EXTENSIONS FOR THE ALPENTAL LOGISTICS
PROJECT**

WHEREAS, Vector Development Company, LLC, submitted engineering plans for Alpental Logistics to the City of North Bend (“City”); and

WHEREAS, Vector Development Company, LLC, shall construct approximately 570 linear feet of frontage improvements along SE Tanner Road, consisting of street widening, new curb and gutter, a planter strip, sidewalk, and drainage; and

WHEREAS, pursuant to North Bend Municipal Code 19.01.200, Vector Development Company, LLC, must enter into a Developer Extension Agreement (“DEA”) with the City to design and construct these improvements, post the necessary bonds, and pay for all City expenses related to the review, inspection, and administration of the DEA; and

WHEREAS, after the improvements are constructed, a Bill of Sale shall be signed by Vector Development Company, LLC, to transfer City ownership and maintenance of the frontage improvements;

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

Section 1. The Mayor is hereby authorized to enter into and execute the Developer Extension Agreement and related contract documents, in the form substantially the same as attached hereto as Exhibit A and as acceptable to the City Attorney, with Vector

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Development Company, LLC, related to the construction of stormwater and street system extensions for the Alpental Logistics Project.

**PASSED BY THE CITY COUNCIL OF THE CITY OF NORTH BEND,
WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 20TH DAY OF
SEPTEMBER, 2022.**

CITY OF NORTH BEND:

Rob McFarland, Mayor

APPROVED AS TO FORM:

Lisa Marshall, City Attorney

ATTEST/AUTHENTICATED:

Effective:

Posted:

Susie Oppedal, City Clerk

DEVELOPER EXTENSION AGREEMENT CONTRACT DOCUMENTS

**Alpental Logistics
Vector Development Company
Stormwater and Street**

**CITY OF NORTH BEND
A MUNICIPAL CORPORATION OF
THE STATE OF WASHINGTON**

MAYOR: Rob McFarland

City Council

Brenden Elwood
Alan Gothelf
Jonathan Rosen
Mark Joselyn

Heather Koellen
Mary Miller
Ross Loudenback

City of North Bend
920 SE Cedar Falls Way
North Bend, WA 98045
(425) 888-1211 FAX (425) 831-6200

City Staff

City Administrator: David Miller, AICP
City Attorney: Mike Kenyon/Lisa Marshall
Public Works Director: Mark Rigos, P.E.

**DEVELOPER EXTENSION AGREEMENT
CONTRACT DOCUMENTS**

Stormwater, and Street

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**CHECKLIST
for Constructing Extensions
to the Stormwater, and Street**

PROJECT TITLE: Alpental Logistics
DATE: 8/11/2022
DEVELOPER NAME: Vector Development Company
MAILING ADDRESS: 11411 NE 124th Street Suite 190, Kirkland, WA 98034
PHONE: 425-968-5115
CONTACT: Tyler Litzenberger

Owner:

Name: Vector Development Company
Address: 11411 NE 124th Street Suite 190, Kirkland, WA 98034
Phone: 425-968-5115

Developer:

Name: Vector Development Company
Address: 11411 NE 124th Street Suite 190, Kirkland, WA 98034
Phone: 425-968-5115

Developer's Agent:

Name: Barghausen Consulting Engineers, Inc
Address: 18215 72nd Ave South, Kent, WA 98032
Phone: 425-251-6222

Dates Accomplished:

Stormwater: _____
Streets: _____

A. Approval of Agreement

1. Signed Agreement Submitted (Developer)
2. Administrative, Legal and Engineering Fee and Deposits Paid (Developer)
3. Evidence of Environmental Compliance (Developer)
4. Environmental Significance (City Engineer)
5. Extension Agreement Approved (City)
6. Resolution Accepting Agreement (City)

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DEA CONTRACT DOCUMENTS

B. Required Before Plans are Prepared or Approved

1. Binding Site Plan Map or Site Plan (scale 1"=20') (Developer)
2. Contour map with 2 contour intervals NAVD '88 Datum (scale 1"=20') (Developer) Eight sets of the Extension Construction Plans and 3 copies of Specifications if prepared by Developer's Engineer (Developer)

C. Required Before Construction by Developer

1. Approval of Developer's prepared Plans and Specifications (City Engineer)
2. Construction Cost Estimate and Bill of Sale forms (Engineer)
3. Plans and Specifications approved by appropriate outside Agencies as applicable (Engineer)
4. Application for and Receipt of Necessary Permits (Developer)
5. Performance Bond (Developer)
6. Certificate of Insurance (Developer)
7. All Required Easements Obtained, if applicable (Developer)

D. Required Before Construction Begins

1. Submittal of Material and Equipment List (Contractor/Developer)
2. Pre-construction Conference
3. Approval of Material and Equipment List (City Engineer)
4. 48-hours Notice of Start of Construction to City (Contractor/Developer)

E. Required Before any Service is Connected

1. All Extension Fees and Charges Paid (Developer)
2. Other Charges established by City Ordinance Paid (Developer)
3. Approval of Completion of Construction (City Engineer)
4. Executed Bill of Sale Delivered to City (Developer)
5. Resolution Accepting Facilities (City)
6. Substitution of Maintenance Bond for Performance Bond (Developer)

F. To Be Done Prior to Warranty Expiration

1. At 11 months after Acceptance, re-inspect all facilities and notify Developer of Deficiencies, if any (City)
2. Follow-up to Correct Deficiencies, if any (City)
3. Expiration of two-year warranty

AGREEMENT TO CONSTRUCT EXTENSION TO STORMWATER, AND STREET SYSTEMS

(the "Developer"), hereby enters into this Agreement to Construct Extension to Stormwater, and Street Systems (the "Agreement") with the City of North Bend, a municipal corporation of the state of Washington ("City"), for permission to construct and install certain stormwater mains, and appurtenances or other stormwater system improvements, and/or street improvements or extensions in the public right-of-way and/or on private property in connection with the Alpental Logistics (the "Extensions"), and to connect the same to the City's stormwater, and street systems.

1. GENERAL

- A. Upon approval of the City Council and execution of this Agreement, Developer is hereby authorized to construct extensions to the City's stormwater, and/or street systems subject to this Agreement and including the following, each of which is incorporated herein by this reference and all of which are collectively referred to as the "Contract Documents" and included herewith:
 1. the terms and conditions of this Agreement, and all exhibits and addenda hereto;
 2. Performance Bond;
 3. Maintenance Bond;
 4. Utilities Easement(s), if any;
 5. Bill of Sale;
 6. Standards for Preparation of Extension Plans and Specifications; and
 7. the General Conditions for Developer Extensions;
- B. Developer shall pay all costs of designing, engineering and constructing the Extensions. All construction shall be done to City standards and according to plans approved by the City.
- C. Upon final acceptance by the City of the Extensions as set forth herein, the City will provide sewer service and/or stormwater service through the Extensions to residential customers on Developer's Property (defined below) in accordance with applicable laws, rules, regulations, and resolutions and policies of the City.
- D. The term of this Agreement shall commence on the date of the last signature hereto, and shall expire on the date of final acceptance of the Extensions by the City.

2. LOCATION OF EXTENSIONS

The Extensions will be installed to serve the property owned by Developer ("Developer's Property"), which is legally described on the attached Exhibit A, which is incorporated herein by reference.

The Extensions will be installed on and in the existing public right of way, on and in the Developer's Property, on and in property subject to easements benefitting Developer's Property, and/or on and in the property of other persons contributing to the costs of the Extensions (said other persons hereby join in this Agreement and are referred to as "Additional Owners") and in such other properties described in this Agreement. The property of Additional Owners is described as follows ("Additional Owners' Property"): N/A.

3. DESCRIPTION OF EXTENSION

The preliminary plat or site plan is attached hereto as Exhibit B, which is incorporated herein by this reference. Exhibit B depicts the locations of the following proposed extensions:

- A. Water Extension: N/A
- B. Sewer Extension: N/A
- C. Stormwater Extension: Approximately 2,300±/- linear feet of 8 to 16-inch stormwater mains, , and other applicable stormwater system facilities and appurtenances located within the Property and within the existing public right-of-way.
- D. Street Extension: Approximately 570+/- linear feet of public street improvements along Tanner Road, installation of new sidewalks, curbs, gutters, asphalt and/or concrete surfacing, street trees, and pavement marking and striping within the existing public right-of-way.
- E. Modifications to Described Extensions: The City may require that the above-described stormwater, street extensions, and modification to the existing sewer main be modified (including changes in design and location) during the preparation of construction plans and specifications as deemed necessary by the City. The construction plans and specifications, when approved by the City, shall be deemed the documents describing the stormwater, and street extensions to be authorized for construction by Developer under this Agreement.

4. EXTENSION FEES, DEPOSITS, AND CHARGES

Extension fees, costs and charges shall be paid by Developer for the services and costs listed below:

A. City Administrative Services

1. Review and revisions, if necessary, to the Agreement and preparation of resolutions accepting the Agreement and amending the City's Comprehensive Plan (if required).
2. General consultation with Developer regarding the requirements of the City, the procedures for Developer to make the Extensions, and the administration of the Agreement.
3. Preliminary review of the proposed development and preliminary determination of the water, sewer, stormwater, and street facilities required to extend services to Developer's Property.

B. City Basic Engineering Review

1. Review and approval of construction plans and specifications prepared by Developer's engineer.
2. Review of the construction cost estimate and bill of sale forms.
3. Review of this Agreement for purposes of state and county permits, where applicable.
4. Consultation with Developer during the period of the Agreement regarding design of the Extensions, the City's specifications, and other City requirements.
5. Review for environmental compliance.

C. City Construction Engineering Services

1. Schedule and conduct pre-construction conference.
2. Review of construction stakes provided by Developer's engineer and surveyor.
3. Daily inspection of the construction in progress as required to ensure that the construction of the Extensions are in accordance with the approved construction plans and specifications.
4. Inspection of the tests required by the specifications and inspection of any re-testing which may be necessary.
5. Final inspection of the completed Extension and preparation of the inspection report setting forth any deficiencies that may exist.
6. Re-inspection of deficient work.
7. Final review of the completed Extensions and examination of the required documents to ensure that the City has legal title to the necessary easements and/or rights-of-way, review and approval of Developer's warranty and bill of

sale, and preparation of a final recommendation of acceptance of the completed Extensions.

8. Revision of plans to conform to construction records.

D. Reimbursement for City's Legal Services

1. Review and revisions, if necessary, to the Agreement and preparation of resolutions accepting the Agreement and amending the City's Comprehensive Plan (if required).
2. Review of easements as required.
3. Review of Developer's Performance Bond, Insurance Certificate, and other performance guarantees and security.
4. Preparation of reimbursement agreement, if required.
5. Any other legal services required by the City in conjunction with this Agreement and administration of the Extensions.

E. Additional City Legal, Engineering, and Other Professional Services

1. Revision of the contract plans and specifications and work occasioned by the need, request, or act of Developer related thereto, or review and approval of revisions prepared by Developer's engineer.
2. Additional legal and/or engineering fees may be charged on a time-and-expense basis where a special contract is required and/or special problems arise with such third parties as King County, Boundary Review Board, State of Washington, or others, in order for the City to enter into this Agreement and/or comply with SEPA or NEPA which requires the representation of the City's legal counsel and/or Engineering Consultant.
3. Any other work reasonably required by the City in conjunction with this Agreement and/or administration of the Extensions.

F. Other Costs

1. All other fees and additional charges as required by governmental agencies.

G. Connection Charges and Reimbursement Amount

1. *Connection Charges*

The City has established charges for connection to the sewer and storm water systems. The amounts of the charges are established by ordinance and are subject to amendment based on adjustments in the cost of providing new facilities, the actual cost of facilities and improvements previously constructed, and changes in the City's Comprehensive Plan which may alter the nature, extent, and cost of these facilities.

2. *Reimbursement Amount*

Where Developer's Property is served in whole or in part by an existing extension constructed by others and transferred to the City, and a reimbursement agreement was in effect at the time Developer submitted its development application, Developer shall pay a reimbursement to the City representing the fair and equitable share of the existing extension to which all or a portion of Developer's Property may be connected.

The reimbursement for existing facilities is established by the City Council based on the actual cost of construction of the facility and a proration of the cost of that facility so that the properties which are benefited may connect to the facility. The reimbursement will vary for each existing facility based on its cost and the benefitting property.

3. *Service Charges*

Developer acknowledges and agrees that the City may impose service charges and other taxes and fees as allowed by law upon property owners/residents for water, sewer, stormwater, and street services. Nothing in this Agreement shall be construed to restrict or prohibit the City's imposition of such charges, fees, or taxes.

5. **CALCULATION OF COSTS, FEES, AND CHARGES**

Fees and charges for all administrative and other services and reimbursements described in Sections 4(A) through 4(E) will be invoiced by the City on an actual time and expense basis. The term "time and expense basis" shall mean the City's actual cost for services rendered by the City staff or its contractors or consultants. Payment for the fees, charges, and costs described in Sections 4(F) and 4(G) shall be based on actual incurred costs or in such amount as is established by City ordinance for such fee, cost, or charge.

6. **PAYMENT OF FEES AND CHARGES**

A. Developer Deposit

The City will provide Developer with an itemized monthly invoice for Processing Costs, including staff time and invoices from contracted consultants, if any, commencing on the fifth day of the month following the first month during which the City incurs Processing Costs. Developer shall pay the City's invoice on or before the 20th day (or fifteen days after mailing of the invoice by the City, whichever is later), subject to the provisions of the Memorandum of Understanding paragraph 2.6, together with any additional amounts required to maintain the required credit balance as required by Memorandum of

Understanding paragraph 2.3. If any sum required to be paid hereunder is not timely remitted, the City may suspend processing until payment is made, and/or may terminate the Memorandum of Understanding and require the deposit of the full estimated amount of Processing Costs.

B. Connection Charge and Reimbursement Estimate

All connection charges and reimbursement amounts shall be paid by Developer to the City prior to the issuance of any building permit, in accordance with the current City of North Bend Taxes, Rates and Fees Schedule. Acceptance of the completed Extensions by the City and provision of services to Developer's Property shall be in accordance with this Agreement and applicable North Bend Municipal Code requirements.

7. ENGINEERING PLAN APPROVAL

Plans shall be prepared consistent with the requirements of the North Bend Municipal Code. Once plans have been reviewed and determined to meet code requirements, City shall inform the Developer as to the number of plan sets and additional submittal items required for engineering plan approval.

8. INSURANCE AND INDEMNIFICATION

A. Indemnification

The Developer shall defend, indemnify, and hold the City, its officers, officials, employees, and volunteers harmless from any and all claims, injuries, damages, losses, or suits including but not limited to: attorneys' fees and expert witness fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Developer and the City, its officers, officials, employees, and volunteers, the Developer's liability hereunder shall be only to the extent of the Developer's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Developer's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

B. Insurance Requirements Developer shall procure and maintain insurance covering commercial general liability and injury and property damage to the City and to third parties in connection with the performance of this Agreement hereunder by the Developer, its agents, representatives, employees, or subcontractors, in which the City

and the City's Engineer shall be named additional insureds. Such insurance shall be maintained without interruption from commencement of construction of the Extensions through thirty (30) days after the completion of the Extensions. Developer's maintenance of insurance, its scope of coverage, and limits as required herein shall not be construed to limit Developer's liability to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity. Before beginning construction of the Extensions, Developer shall furnish the City with original certificates of insurance and a copy of the amendatory endorsements, including but not limited to the additional insured endorsements, evidencing these insurance requirements have been satisfied. A copy of the certificates of insurance shall be included with the final Contract Documents. This insurance shall be deemed primary coverage as to the City, with any insurance carried by the City classified as additional coverage and shall not contribute with the Developer's insurance. The insurance policies shall contain a "cross liability" provision.

1. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII and shall be issued by an insurance company authorized to do business within the State of Washington. The City does not waive its right to subrogation against the Developer, and the policy shall be so endorsed. The Developer shall instruct the insurers to give the City 30-days advance notice of any insurance cancellation.
2. If any insurance policy is written on a "Claims Made" form, its retroactive date, and that of all subsequent renewals, shall be no later than the effective date of this Contract. The policy shall state that coverage is Claims Made, and state the retroactive date. Claims-made form coverage shall be maintained by the Contractor for a minimum of 36 months following the Final Completion or earlier termination of this contract, and the Contractor shall annually provide the Contracting Agency with proof of renewal. If renewal of the claims made form of coverage becomes unavailable, or economically prohibitive, the Contractor shall purchase an extended reporting period ("tail") or execute another form of guarantee acceptable to the Contracting Agency to assure financial responsibility for liability for services performed.
3. The Developer, its subcontractors, sub-subcontractors, agents, and employees, waive all rights of subrogation against the City, for damages caused by fire or other perils to the extend covered by the General Liability and Builders Risk insurance or other property insurance obtained pursuant to the Insurance Requirements Section of the Agreement or other property insurance applicable to the Work. The policies shall provide such waivers by endorsement.
4. Developer shall ensure that each subcontractor, sub-subcontractor, agents, and employees of every tier obtain at a minimum the same insurance coverage and limits as stated herein for the Developer. Upon request by the City, the Developer shall provide evidence of such insurance.

5. Developer shall obtain insurance of the types described below:

- i. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage. The Automobile Liability insurance shall have a minimum Combined Single Limit for bodily injury and property damage of at least \$1,000,000 per accident.
- ii. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop gap liability, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide the Per Project Aggregate Endorsement ISO form CG 25 03 11 85. There shall be no endorsement or modification of the Commercial General Liability insurance for liability arising from explosion, collapse or underground property damage. The City shall be named by endorsement as an additional insured under the Developer's Commercial General Liability insurance policy with respect to the work performed for the City using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing equivalent coverage. The Developer may submit a copy of any blanket additional insured clause from its policies instead of a separate endorsement. A statement of additional insured status on an ACORD Certificate of Insurance shall not satisfy this requirement. The Developer's Commercial General Liability policy shall include Waiver of Transfer of Rights of Recovery Against Others to Us endorsement (CG 24 04 05 09) or equivalent coverage. Commercial General Liability insurance shall be written with limits no less than \$3,000,000 each occurrence, \$3,000,000 per project aggregate, and a \$3,000,000 products-completed operations aggregate limit.
- iii. Employers Liability coverage to include bodily injury, and bodily injury by disease. Employers Liability coverage may be included in the Contractor's General Liability Coverage or as a stand-alone policy. Workers Compensation and Employers' Liability coverage shall be in the amount of at least \$1,000,000 Employers' Liability each accident, \$1,000,000 Employers' Liability Disease-each employee, \$1,000,000 Employers' Liability Disease-policy limit.
- iv. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington. The City will not be responsible for payment of industrial insurance premiums or for any other claim or benefit for this Contractor or any sub-Contractor or employee of the Contractor which might arise under the industrial insurance laws during the performance of duties and services under this contract. If the Department of Labor and Industries, upon audit, determines that industrial

insurance payments are due and owing as a result of work performed under this contract, those payments shall be made by the Contractor; the Contractor shall indemnify the City and guarantee payment of such amounts.

- v. **Builders Risk:** The Developer shall provide insurance covering interests of the City, the Developer, and sub-contractor(s) in the work. Builders Risk insurance shall be on a all-risk policy form and shall insure against the perils of fire and extended coverage and physical loss or damage including flood and earthquake, theft, vandalism, malicious mischief, collapse, temporary buildings and debris removal. This Builders Risk insurance covering the work will have a deductible of at least \$5,000 for each occurrence, which will be the responsibility of the Developer. Higher deductibles for flood and earthquake perils may be accepted by the City upon written request by the Developer and written acceptance by the City. Any increased deductibles accepted by the City will remain the responsibility of the Developer. The Builders Risk insurance shall be maintained until final acceptance of the work by the City. All sub-contractors shall be covered under the general Developer's builder's risk policy or shall provide proof of their own Builders Risk Policy. Builders Risk insurance shall be written in the amount of the completed value of the project with no coinsurance provisions. All subcontractors shall be covered under the general Developer's Builder's Risk policy or shall provide proof of their own Builders Risk Policy.

6. The Developer shall assume full responsibility for all loss or damage from any cause whatsoever to any tools, Developer's employee owned tools, machinery, equipment, or motor vehicles owned or rented by the Developer, or the Developer's agents, suppliers or Contractors as well as to any temporary structures, scaffolding and protective fences.

9. **SURETY**

Prior to beginning construction of the Extensions, Developer shall furnish to the City a Performance Bond between Developer and the City, in the form approved by the City, in an amount equal to the estimated cost of the Extensions in existing public rights-of-way and any temporary erosion and sediment control.

The performance bond shall assure and guarantee compliance with this Agreement, the satisfactory completion of all Extensions, payment of all fees required herein, restoration of any impacted pre-existing City facilities in accordance with the terms of this Agreement, and shall hold the City harmless from any claims resulting therefrom.

Developer may provide the City with a cash deposit in lieu of the performance bond required herein. No construction shall be commenced until the cash deposit is accepted by the City. This cash deposit shall be conditioned and held subject to the same terms as the Performance Bond, and will be refunded to Developer upon satisfactory completion of the Extensions and connection of the Extensions to the existing system; provided, that

in the event pre-existing City facilities have not been repaired or restored as required by this Agreement, the City may, in addition to any other rights it may have, retain the total amount of the cash deposit as liquidated damages or such portion of said deposit as may be necessary to defray such costs.

10. EASEMENTS

Any necessary easements shall be obtained by Developer at its sole cost and expense in the form approved by the City Attorney. The easement(s) shall name the City as grantee, and a copy of each easement shall be delivered to the City before Developer begins construction on the Extensions. Prior to construction of the Extensions, a title insurance policy insuring the City's clear title to the easement(s), in a sum not less than \$5,000 per 500 feet of easement, shall be provided to the City by Developer.

11. PERMITS

All the necessary permits from any governmental agency shall be obtained by Developer directly and the City shall be provided with a copy of all permits obtained by Developer before construction commences. The City shall not be required to appeal the denial of any such permit, and the risk of obtaining and complying with all permits and approvals rests solely with Developer.

12. CONNECTION TO THE CITY'S SYSTEM

Not less than 48 hours prior to the time that connection to the City's system is desired, the contractor shall notify the City Engineer and/or City inspector. All connections to the existing system and all testing of the new line shall be at a time and in the manner specified by the City and shall be conducted in the presence of the City's authorized representative. Where connections to the City's water or sewer system would, in the opinion of the City, create unacceptable disruption to service, such connection shall be made by live tap.

13. CONDITION PRECEDENT

The City's obligation to allow connection of the Extensions to the City's system, or to provide water, sewer, stormwater service, or street extensions to Developer's Property, shall not arise until Developer has complied with all terms and conditions of this Agreement, and all applicable ordinances, resolutions and requirements of the City, including payment of all fees and charges.

The City shall not be obligated to provide water service, sewer service, stormwater service, or street extensions to Developer's Property real property unless or until the construction of the Extensions has been completed and title accepted by the City.

14. FINAL ACCEPTANCE

Following the City Engineer's final inspection and approval of the Extensions as having been completed in accordance with the plans and specifications of this Agreement, Developer shall convey ownership to all or such portions of the Extensions to the City as directed by the City.

Upon acceptance of ownership by the City, the Extensions shall be the property of the City and subject to the control, use, and operation of the City, and to all applicable regulations and charges as established by the City from time to time.

Prior to such acceptance, Developer shall execute and deliver to the City a bill of sale and a maintenance bond as follows:

A. The bill of sale for the Extensions (or portion thereof) shall be provided in the form approved by the City and containing the warranty set forth in Paragraph 23 of the General Conditions for Developer Extensions, entitled "Warranties of Developer." For plans prepared by Developer's engineer, Developer shall also provide the City with as-built record drawings on mylar and on computer disk in AutoCAD format, certified by a licensed professional land surveyor.

B. The maintenance bond shall be provided in the form approved by the City, and shall assure and guarantee Developer's obligations to correct defects in design, labor, and/or materials as provided in this Agreement, and to defend, indemnify and hold harmless the City as provided in this Agreement. The maintenance bond shall continue in force from the date of acceptance and transfer of ownership for a period of two (2) years. The maintenance bond shall be in an amount equal to ten percent (10%) of the cost of said Extensions, or Five Thousand And No/100 Dollars (\$5,000.00), whichever is greater.

15. LIMITATION ON ACCEPTANCE

A. Completion

The Extensions shall be complete and accepted within five (5) years of the date of execution of this Agreement by the City.

B. Failure to Commence Construction

In the event Developer, after the receipt of approved construction plans from the City, has not commenced construction within five (5) years of executing this Agreement, and if the City determines, in its absolute discretion, that it is necessary that the Extensions be completed in order that the City can provide water, sewer, and/or stormwater service and/or street extensions to Developer's Property, then the City may give Developer notice (by certified mail to the addresses shown herein) that construction of the water, sewer, stormwater, and street improvements must be commenced within sixty (60) calendar days of

mailing said notice. If construction is not commenced within the time specified in said notice, the City may terminate this Agreement by written notice to Developer. In such event, the City shall retain all payments and deposits made by Developer to the City and the City may, at its discretion, proceed with construction of the water, sewer, stormwater, and/or street improvements by utilizing the Performance Bond or Construction Cash Deposit.

If a delay in the City's preparation of the plans or the City's review of Developer's prepared plans is occasioned by failure of Developer to provide necessary data or information to the City's engineer for a period of sixty (60) days after notice of the need for such data or information, then the City may terminate this Agreement by written notice to the Developer.

C. Failure to Complete Construction

If the Extensions are not completed and accepted within five (5) years from the date this Agreement is executed by the City, Developer's rights under this Agreement shall cease unless the City consents to the renewal of the Agreement or the City and Developer enter a new agreement. In either event, Developer may be required to pay additional administrative fees and additional legal, engineering, and inspection costs as determined by the City.

In the event no new agreement or renewal of this Agreement is entered, the City, in its sole discretion, may proceed to require completion of construction under the provision of Developer's Performance Bond or Construction Cash Deposit for any Extensions on Developer's Property, existing rights-of-way and/or easements.

16. **WARRANTY OF AUTHORITY**

The undersigned Developer warrants that it constitutes the exclusive owner of all of Developer's Property, and agrees to provide, upon request of the City, title insurance at Developer's sole cost and expense, establishing to the satisfaction of the City that the parties executing this Agreement constitute the owners of all the real property described herein and have the authority to execute this Agreement with respect to said real property.

17. **ENFORCEMENT; ATTORNEYS' FEES**

The parties agree to resolve disputes under this Agreement by binding arbitration as provided in Section 28 of the General Conditions, and further acknowledge and agree that by submitting to the alternative dispute resolution process, they intend to surrender their right to have any dispute decided in a court of law by judge or jury. In the event that this Agreement is referred or placed into the hands of attorneys for enforcement of any portion, or if binding arbitration is instituted with respect to a dispute under this

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Agreement, then the prevailing party shall be paid its reasonable attorneys' fees and expert witness fees, costs, and all other reasonable expenses in connection therewith.

18. SUCCESSORS AND ASSIGNS

All of the provisions contained in this Agreement shall be binding upon the heirs, successors, executors, administrators, receivers, trustees, legal representatives, transferees, and assigns of the Developer; and all privileges as well as any obligations and liabilities of the Developer shall inure to its heirs, successors, and assigns equally as if they were specifically mentioned wherever Developer is named herein.

19. INDEPENDENT STATUS OF DEVELOPER:

The parties to this Agreement, in the performance of it, will be acting in their individual capacities and not as agents, employees, partners, joint ventures, or associates of one another. The employees or agents of one party shall not be considered or construed to be the employees or agents of the other party for any purpose whatsoever.

SIGNED this ____ day of _____, 2020.

Developer: _____

By: _____

CITY OF NORTH BEND, King County, Washington

By: _____
Rob McFarland, Mayor

EXHIBIT A

Legal Description

PARCEL A:

THAT PORTION OF THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 23 NORTH, RANGE 8 EAST, W.M., IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 544.5 FEET EAST ALONG THE EAST-WEST CENTERLINE FROM THE WEST CORNER, ALSO KNOWN AS THE SOUTHWEST CORNER OF THAT TRACT SHOWN UNDER RECORDING NO. 2845663.

THENCE NORTHEASTERLY ALONG THE NORTHWESTERLY LINE OF SAID TRACT 726.6 FEET TO THE SOUTHWESTERLY MARGIN OF SOUTHEAST TANNER ROAD;

THENCE SOUTHEASTERLY ALONG SAID MARGIN 676.5 FEET;

THENCE SOUTHWESTERLY PARALLEL WITH SAID NORTHWESTERLY LINE 346.5 FEET, MORE OR LESS, TO SAID CENTERLINE;

THENCE WEST ALONG SAID CENTERLINE TO THE POINT OF BEGINNING;

EXCEPT THE NORTHWESTERLY 210 FEET MEASURED ALONG SAID ROAD MARGIN; AND

EXCEPT THE SOUTHEASTERLY 100 FEET OF THE NORTHEASTERLY 100 FEET; AND

EXCEPT THAT PORTION THEREOF CONVEYED TO THE STATE OF WASHINGTON BY DEED RECORDED UNDER RECORDING NO. 4646938.

PARCEL B:

THAT PORTION OF THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 23 NORTH, RANGE 8 EAST, W.M., IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS: BEGINNING AT THE WEST QUARTER CORNER OF SECTION 14;

THENCE EAST ALONG THE QUARTER LINE 544.50 FEET THIS POINT BEING THE SOUTHWESTERLY CORNER OF A TRACT CONVEYED TO LEWIS WRIGHT BY DEED RECORDED UNDER RECORDING NO. 2845663;

THENCE NORTHEASTERLY ALONG THE WESTERLY LINE OF SAID WRIGHT TRACT 726.00 FEET TO THE SOUTHERLY LINE OF A COUNTY ROAD RIGHT-OF-WAY;

THENCE SOUTHEASTERLY ALONG SAID RIGHT-OF-WAY 105.00 FEET TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUING SOUTHEASTERLY ALONG SAID RIGHT-OF-WAY 105.00 FEET; THENCE SOUTHWESTERLY PARALLEL TO THE WESTERLY LINE OF SAID WRIGHT TRACT TO THE QUARTER LINE;

THENCE WESTERLY ALONG SAID QUARTER LINE TO A POINT WHICH IS PARALLEL TO THE WESTERLY LINE OF WRIGHT TRACT AND SOUTHWESTERLY OF THE TRUE POINT OF BEGINNING;

THENCE NORTHEASTERLY PARALLEL TO THE WEST LINE OF THE WRIGHT TRACT TO THE TRUE POINT OF BEGINNING;

EXCEPT THAT PORTION CONVEYED TO THE STATE OF WASHINGTON BY DEED RECORDED UNDER RECORDING NO. 4646938.

PARCEL C:

BEGINNING AT A POINT 1,254 FEET, MORE OR LESS, EAST OF THE WEST QUARTER CORNER OF SECTION 14, TOWNSHIP 23 NORTH, RANGE 8 EAST, W.M., IN KING COUNTY, WASHINGTON, SAID POINT BEING THE SOUTHEASTERLY CORNER OF A TRACT OF LAND CONVEYED TO LEWIS WRIGHT BY DEED RECORDED UNDER RECORDING NO. 2845663;

THENCE NORTHEAST ALONG THE EASTERLY LINE OF SAID WRIGHT TRACT 346.50 FEET, MORE OR LESS, TO A POINT ON THE SOUTHWESTERLY LINE OF THE COUNTY ROAD BEING THE MOST EASTERLY CORNER OF SAID WRIGHT TRACT AND THE TRUE POINT OF BEGINNING;

THENCE NORTHWESTERLY ALONG THE SOUTHWESTERLY LINE OF SAID ROAD 100 FEET; THENCE SOUTHERLY PARALLEL WITH THE EASTERLY LINE OF SAID WRIGHT TRACT 100 FEET;

THENCE SOUTHEASTERLY PARALLEL WITH SAID ROAD 100 FEET;

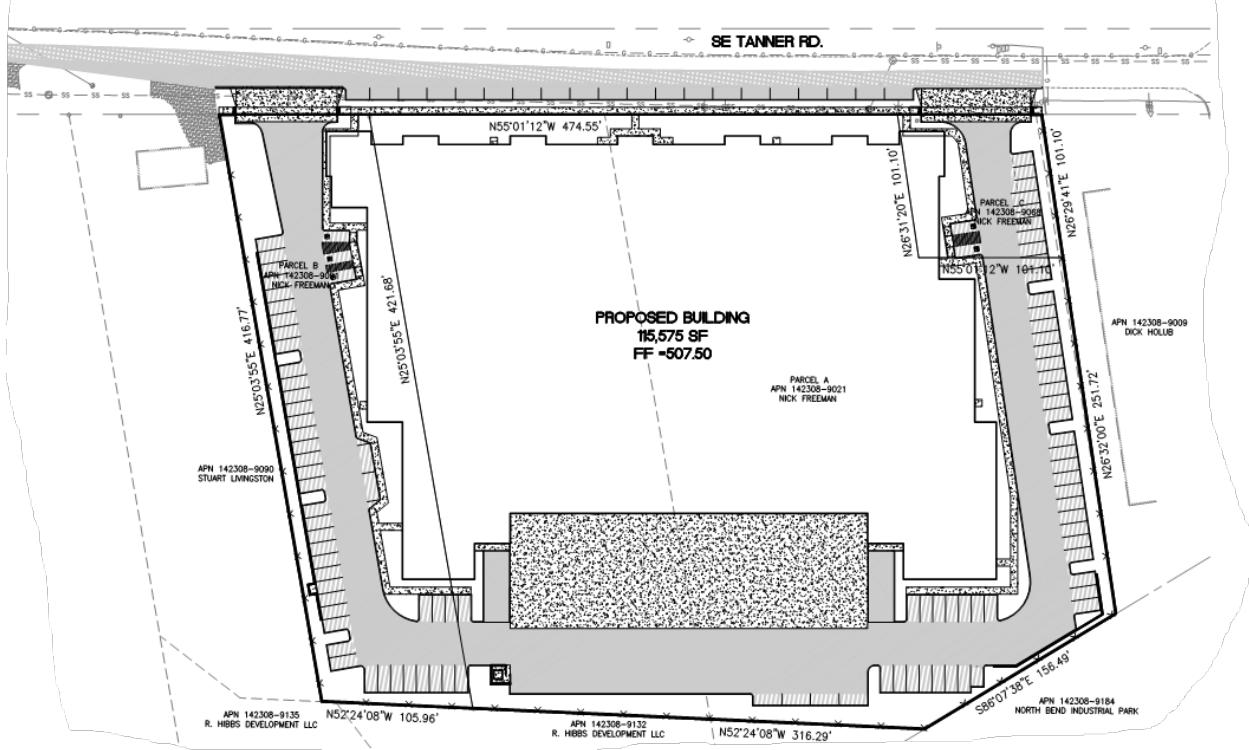
THENCE NORTHERLY ALONG SAID EASTERLY LINE 100 FEET TO THE TRUE POINT OF BEGINNING

Council Packet September 20, 2022

CITY OF NORTH BEND
DEA CONTRACT DOCUMENTS

EXHIBIT B

Preliminary Plat / Site Plan

EXHIBIT B



City of North Bend Performance and Maintenance Bond Agreement

RE: North Bend Permit No.: _____

Applicant: _____

Project Address: _____

Estimated Cost of Completed Project: _____

This Performance and Maintenance Security Agreement (the "Agreement") is made and entered on the last date set forth below, between the City of North Bend ("City") and the above named Applicant ("Developer").

RECITALS

A. Project. The undersigned Developer has applied to the City for a Performance and Maintenance Security Agreement for the project known as _____ (the "Project"), which is the subject of the permit identified above (the "Permit") located at the address identified above and legally described in the attached **Exhibit A** (the "Property").

B. Performance. Subject to the Permit approval granted by the City for the Project, the provisions of the North Bend Municipal Code ("NBMC") and state law, the Developer will construct or install certain improvements and mitigation in connection with the Project, in accord with the improvements and mitigation identified on the Permit and as shown on the following approved plans: _____ approved on _____, 20____ (the "Improvements").

C. Maintenance. Subject to the approval granted by the City for the Project, the provisions of the NBMC and state law, the Developer will maintain the Improvements in accord with the obligation identified in the Permit and as shown on the following approved plans: _____ - _____ approved on _____, 20____ (the "Maintenance").

D. Code Provisions for Security. Performance and Maintenance of the Improvements are subject to the security requirements in the NBMC identified below:

Performance

- NBMC 12.24.15 Right of Way
- NBMC 14.05.045 Critical Areas
- NBMC 14.20.510 Shoreline Permit
- NBMC 17.08.130 Land Segregation
- NBMC 18.18.160 Landscaping
- NBMC 19.10.140 Drainage, Grading and Clearing

Maintenance

- NBMC 14.05.045 Critical Areas
- NBMC 18.18.150 Landscaping
- NBMC 19.10.110 Drainage, Grading and Clearing

E. Type of Security. Developer has elected, consistent with NBMC, to provide the City with the following type of security for this Agreement:

- Performance Bond
- Maintenance Bond

Developer hereby agrees and binds itself and its legal representatives, successors, and assigns as follows:

TERMS OF AGREEMENT

1. The Recitals set forth above are incorporated into the Agreement between the City, Developer and any third party who also signs this Agreement.

2. Developer and any third party shall signify their agreement to specific terms by signing under the terms section below that corresponds to the security chosen in recital E. above.

3. Terms - Performance Bond.

- a. Developer, as Principal, and _____ as Surety, hereinafter called Surety, are held and firmly bound unto the City, as Obligee, in the penal sum of XXXX (\$XX.XX) for payment where of Principal and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally as described in 3. b. – f. below.
- b. In accord with Recital D. above, Developer is required to provide the City with performance security for the Improvements to assure that all work or action identified in Recital B. are satisfactorily completed.
- c. After written notice from the City that Developer has failed to (a) complete all work or action on the Improvements satisfactorily, (b) pay all sums owing to contractors, subcontractors, materialmen, suppliers or others as a result of such work for which a lien against any City property, or property where the improvements are located, has arisen or

may arise; or (c) obtain acceptance by the City for the Project; all on or before the time frame as set forth in the Permit, or any extension of time granted by the City in writing, Principal shall complete to the City's reasonable satisfaction (a) through (c) identified in the written notice by the deadline specified in the written notice, and repair any damage to other work resulting from the Principal's identified failure.

- d. If Principal does not complete the Improvements to the City's reasonable satisfaction as described in c. above, then within five (5) days after the City's written demand to Surety, Surety shall pay to the City all amounts necessary to complete the Improvements up to and including the full penal sum of this bond.
- e. This Agreement for bond shall remain in effect until the City determines in writing at its sole discretion that the Improvements have been completed.
- f. The City, Developer and Surety also agree to be bound by the General Terms in section 5. below.

IN WITNESS THEREOF, the parties hereto have executed this Agreement.

Principal: _____
By: _____
Title: _____
Date: _____

Surety: _____
By: _____
Title: _____
Date: _____

4. Terms - Maintenance Bond.

- a. Developer, as Principal, and _____ as Surety, hereinafter called Surety, are held and firmly bound unto the City, as Obligee, in the penal sum of XXXX (\$XX.XX) for payment where of Principal and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally as described in 4. b. – 4.f. below.
- b. Principal has constructed the Improvements for the Project under the Permit in accord with the requirements in Recital B.
- c. After written notice from the City of defects due to faulty materials or workmanship related to the constructed Improvements, Principal shall remedy such defects by the deadline specified in the City's written notice and to the City's reasonable satisfaction, and pay for any damage to other work resulting therefrom.
- d. If Principal does not so remedy such defects to the City's reasonable satisfaction, then within five (5) business days after the City's written demand to Surety, Surety shall pay to the City all amounts necessary to remedy such defects up to and including the full penal sum of this bond.
- e. This Agreement for bond shall remain in effect for _____ years from acceptance of the Improvements by the City.

- f. The City, Developer and Surety also agree to be bound by the General Terms in section 5. below.

IN WITNESS THEREOF, the parties hereto have executed this Agreement.

Principal: _____
By: _____
Title: _____
Date: _____

Surety: _____
By: _____
Title: _____
Date: _____

5. General Terms.

a. The Developer shall indemnify and hold the City and its agents, employees, and/or officers harmless from, or shall process and defend at its own expense, all claims, damages, suits at law or equity, actions, penalties, losses, or costs of whatsoever kind or nature, brought against the City arising out of, in connection with, or incident to the execution of this Agreement and/or the Developer's performance or failure to perform any aspect of the Agreement. With respect to any such claim or suit brought against the City, Developer also waives its immunity under Title 51 RCW, the Industrial Insurance Act. This waiver is specifically negotiated between the parties.

b. 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 attorneys' fees, expert witness fees, and costs of suit. 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. The provisions of this Agreement shall not be construed against either party. If any of the provisions of this Agreement are held to be invalid or unenforceable, the remaining provisions will nevertheless continue to be valid and enforceable.

c. Any failure by the Developer to comply with the terms of this Agreement in a timely manner shall constitute default. Any action or inaction by the City following any default in any term or condition of this Agreement shall not be deemed to waive any rights of the City pursuant to this Agreement.

d. The Developer shall pay all additional costs of the City incurred in the administration of the Agreement, including monitoring by the City as required. Said costs will be paid from the Project permitting deposit. Should there not be sufficient funds in the Project permitting deposit to cover such additional costs, then said costs shall be paid by Developer after receipt of invoice from the City. The Director of Planning and/or the Director of Public Works and/or their designees shall periodically inspect the work required hereunder and inspect completed improvements. Notwithstanding the foregoing, if Developer fails to pay for said inspections, the City may use funds from section 3.d. or 4.d. as applicable to cover said costs. This provision shall not be construed as creating any obligation on the City, its employees, agents and representatives to perform such work.

e. In the event the Developer fails to satisfactorily complete the obligations as described in the City's written notice, the City's employees and agents are hereby authorized to enter onto the Property and perform such work. This provision shall not be construed as creating any obligation on the City, its employees, agents and representatives to perform such work.

f. Funds obtained by the City pursuant to 3.d. and 4.d. above may be used by the City to remedy said defects and pay any and all sums owing to contractors, suppliers, laborers, materialmen, subcontractors or others as a result of such work for which a lien against any City property or property where the Improvements are located, has arisen or may arise. Further, said funds may be used to cover the cost of correcting any damage which may occur off-site due to defects, including damage, if any, to public property. This provision shall not be construed as creating any obligation on the City, its employees, agents and representatives to perform such work.

g. Written notice to all parties shall be by prepaid first class mail to the address specified below or as subsequently amended in writing. Notice shall be considered delivered three (3) days after having been deposited in the mail:

City

Developer

Surety

IN WITNESS THEREOF, the parties hereto have executed this Agreement.

CITY OF NORTH BEND

By: _____
Its _____

Institution Notary

STATE OF WASHINGTON
County of _____

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that (he/she) is authorized to act on behalf of _____, the Financial Institution which signed this instrument and acknowledged it to be the Institution's free and voluntary act for uses and purposes mentioned in the instrument.

Dated: _____, 20____

Signature: _____

Name Printed: _____

Title: _____

My appointment expires: _____

Developer Notary

STATE OF WASHINGTON)

) ss.

COUNTY OF KING)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument on behalf of _____ for the uses and purposes mentioned in this instrument.

DATED: _____.

(Signature of Notary Public)

(Printed Name of Notary Public)

Commission Expires: _____

City Notary

STATE OF WASHINGTON)

) ss.

COUNTY OF KING)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument on behalf of _____ for the uses and purposes mentioned in this instrument.

DATED: _____.

(Signature of Notary Public)

(Printed Name of Notary Public)

Commission Expires: _____

WHEN RECORDED RETURN TO:

CITY CLERK
CITY OF NORTH BEND
920 SE CEDAR FALLS WAY
NORTH BEND, WA 98045

REFERENCE NUMBER OF RELATED DOCUMENTS:

GRANTOR:

GRANTEE: The City of North Bend, Washington

ASSESSOR'S TAX PARCEL/ACCOUNT NUMBER:

ABBREVIATED LEGAL DESCRIPTION:

EASEMENT AGREEMENT

This Easement Agreement is entered into as of the ____ day of _____, 20____, by and between _____ ("Grantor") and the City of North Bend ("Grantee").

1. Recitals.

a. The Grantor is the owner of that certain real property legally described on the attached **Exhibit A**, which is incorporated herein by this reference ("Parcel A").

b. The Grantee is a municipal corporation of the state of Washington, and this Easement Agreement is for the benefit of Grantee.

c. This Easement Agreement sets forth the terms and conditions under which the Grantor will grant the Grantee an easement in the portion of Parcel A described below.

2. **Grant of Easement.** For valuable consideration, receipt and sufficiency of which is acknowledged, the Grantor warrants, grants, and conveys to the Grantee, a perpetual and exclusive easement over, across, and under that portion of Parcel A which is legally described on the attached **Exhibit B**, and depicted on **Exhibit C**, which are incorporated herein by this reference ("Easement Area").

3. Purpose of Easement. The Easement is granted for the purpose of the installation, operation, and maintenance of _____ (the "Improvements"). Grantee and its agents, designees, and/or assigns shall have the right at such times as deemed reasonably necessary by Grantee, to enter upon Parcel A to inspect, construct, reconstruct, operate, maintain, repair, and replace the Improvements.

4. General Provisions.

a. Binding Effect. This Easement Agreement shall be binding upon and inure to the benefit of the parties and their successors, heirs, assigns, and personal representatives and all persons claiming by, through or under the parties hereto. The Easement created shall run with the land.

b. Applicable Law. This Easement Agreement shall be governed by and construed in accordance with the laws of the State of Washington. Jurisdiction over and venue of any suit arising out of or related to this Agreement shall be exclusively in King County, Washington.

c. Attorneys' Fees. In the event that any suit or other proceeding is instituted by either party to this Easement Agreement arising out of or pertaining to this Easement Agreement, including but not limited to filing suit or requesting an arbitration, mediation, or other alternative dispute resolution process, and appeals and collateral actions relative thereto, (collectively, "Proceedings"), the substantially prevailing party as determined by the court or in the Proceedings shall be entitled to recover its reasonable attorneys' fees, expert witness fees, and all costs and expenses incurred relative to such suit or Proceedings from the substantially non-prevailing party, in addition to such other relief as may be awarded.

d. Entire Agreement. This Easement Agreement contains the entire agreement between the parties with respect to this matter. It may not be modified except in writing signed by the party against whom enforcement of the modification is sought.

e. Waiver. The waiver by a party of a breach of any provision of this Easement Agreement by the other party shall not operate or be construed as a waiver of any subsequent breach by that party. No waiver shall be valid unless in writing and signed by the party against whom enforcement of the waiver is sought.

f. Severability. If for any reason any portion of this Easement Agreement shall be held to be invalid or unenforceable, the holding of invalidity or enforceability of that portion shall not affect any other portion of this Easement Agreement and the remaining portions shall remain in full force and effect.

g. Notices. Any notice required or desired to be given under this Agreement shall be deemed given if in writing delivered to the party, or sent by certified mail to the address listed below for that party:

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GRANTOR:

GRANTEE:

DATED this _____ day of _____, 20__.

GRANTOR: _____

GRANTEE: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he/she signed this instrument on oath stated that (he/she) was authorized to execute the instrument and acknowledge it as the _____ of _____ to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: _____

(Print: _____)
NOTARY PUBLIC in and for the State of Washington
My appointment expires _____

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he/she signed this instrument on oath stated that (he/she) was authorized to execute the instrument and acknowledge it as the _____ of _____

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CITY OF NORTH BEND
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to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: _____

(Print: _____)

NOTARY PUBLIC in and for the State of Washington
My appointment expires _____

Return Address:

CITY CLERK
CITY OF NORTH BEND
920 SE CEDAR FALLS WAY
NORTH BEND, WA 98045

Please print or type information **WASHINGTON STATE RECORDER'S Cover Sheet** (RCW 65.04)**Document Title(s)** (or transactions contained therein): (all areas applicable to your document must be filled in)

1. Bill of Sale 2. _____
 3. _____ 4. _____

Reference Number(s) of Documents assigned or released:

Additional reference #'s on page _____ of document

Grantor(s) Exactly as name(s) appear on document

1. _____, _____
 2. _____, _____

Additional names on page _____ of document.

Grantee(s) Exactly as name(s) appear on document

1. City of North Bend
 2. _____, _____

Additional names on page _____ of document.

Legal description (abbreviated: i.e. lot, block, plat or section, township, range)

Additional legal is on page _____ of document.

Assessor's Property Tax Parcel/Account Number **Assessor Tax # not yet assigned**

The Auditor/Recorder will rely on the information provided on this form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

"I am signing below and paying an additional \$50 recording fee (as provided in RCW 36.18.010 and referred to as an emergency nonstandard document), because this document does not meet margin and formatting requirements. Furthermore, I hereby understand that the recording process may cover up or otherwise obscure some part of the text of the original document as a result of this request."

Signature of Requesting Party

Note to submitter: Do not sign above nor pay additional \$50 fee if the document meets margin/formatting requirements

UPON RECORDING RETURN TO:

City Clerk
City of North Bend
920 SE Cedar Falls Way
North Bend, WA 98045

BILL OF SALE

Reference Numbers of Related Documents: N/A

Grantor:

Grantee: City of North Bend

Legal Description: See Attached

Abbreviated Legal:

Tax Parcel Identification Number:

KNOW ALL MEN BY THESE PRESENTS that for and in consideration of the sum of One Dollar (\$1.00) and other good and sufficient consideration, receipt whereof is hereby acknowledged, _____, a _____ corporation (“Grantor”), does by these presents hereby grant, convey, set over, assign, transfer and sell to the City of North Bend, a Washington municipal corporation (“Grantee” or “the City”), the following described water distribution system, wastewater collection system, storm drainage system, curbs, and street paving, all of which has been constructed and installed in the existing public right of way or subdivision commonly known as _____ (“Project”):

Water Distribution System:

Wastewater Collection System:

Storm Drainage System:

Curbs and Street Paving:

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Damage to any improvements in the road prism caused by failure to maintain landscape strips, street trees, sidewalks, street lights and/or associated facilities located outside the road prism shall be reconstructed, removed or replaced by the adjacent landowner.

Grantor warrants that it is the sole owner of all the property above described and has full power to convey all rights herein conveyed and agrees to defend, indemnify, and hold Grantee harmless from any and all claims which might result from execution of this document.

Grantor warrants that the property above described is free from all liens and encumbrances and Grantor will defend, indemnify, and hold harmless Grantee and its successors and assigns against claims and demands of all persons regarding ownership in or rights to the property hereby conveyed.

By accepting and recording this instrument, the City accepts and agrees to maintain only the property expressly conveyed herein, and to do so in the same manner as though it had been constructed by the City.

IN WITNESS WHEREOF the Grantor(s) has/have executed these presents this _____ day of _____, 20____.

GRANTOR:

By: _____
Its: _____

GRANTEE:
City of North Bend

By: _____
Its: _____

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CITY OF NORTH BEND DEA CONTRACT DOCUMENTS

APPROVED AS TO FORM:

Michael R. Kenyon, City Attorney

STATE OF WASHINGTON))ss
COUNTY OF KING)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he/she signed this instrument on oath stated that (he/she) was authorized to execute the instrument and acknowledge it as the _____ of _____ to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED:

(Stamp) _____

(Print: _____)

NOTARY PUBLIC in and for the State of Washington

My appointment expires _____

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STATE OF WASHINGTON)
)ss
COUNTY OF KING)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he/she signed this instrument on oath stated that (he/she) was authorized to execute the instrument and acknowledge it as the _____ of _____ to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: _____

(Stamp) _____

(Print: _____)

NOTARY PUBLIC in and for the State of Washington

My appointment expires _____

**GENERAL CONDITIONS
FOR EXTENSIONS CONSTRUCTED BY DEVELOPERS**

1. SCOPE

Set forth below are general conditions for extension of the City's water, sewer, stormwater systems, and streets by developers. Reference to or requirements for non-applicable conditions for any particular application will be construed to have no meaning relative to the performance of such work. All other conditions shall be strictly followed.

2. DEFINITIONS

The following terms, as used in developer extension agreement contract documents, shall be defined and interpreted as follows:

- A. "Agreement" shall mean the Agreement to Construct Extension to Sewer, stormwater, water, and street systems entered into by the Developer and the City.
- B. "City" shall mean the City of North Bend, King County, Washington.
- C. "City Engineer or Public Works Director" shall mean the consulting engineer employed by the City or contracted by the City for the administration of this Agreement.
- D. "Contract Documents" shall have the meaning ascribed in the Agreement.
- E. "Developer" shall mean the person, partnership, firm, or corporation identified in the Checklist, and shall include Developer's agents, employees, and subcontractors.
- F. "Developer's Engineer" shall mean the engineering firm, and that firm's representatives, which may be approved by the City to act as the engineer for the Extensions to be performed under this Agreement.
- G. "Extensions" shall have the meaning ascribed in the Agreement.
- H. "Or Equal" shall mean any manufactured article, material, method, or work which, in the opinion of the City Engineer, is equally desirable or suitable for the purposes intended in the Specifications and the Contract Documents as compared with similar articles specifically mentioned therein.
- I. "Plans" shall mean all instructions, shop drawings, and other official drawings (and reproductions of the same) made or to be made pertaining to the Extensions or to any structure connected therewith, including supplemental instructions, drawings or

documents furnished by the City Engineer at Developer's request, which, in the City Engineer's sole discretion, are necessary for the proper construction of the Extensions, provided that all such supplemental drawings and instructions must be consistent with the Contract Documents.

- J. "Specifications" shall mean the design specifications and criteria identified in the Standards for Preparation of Extension Plans and Specifications.

3. PLANS AND SPECIFICATIONS; OMISSIONS AND DISCREPANCIES

Developer shall carefully study and compare all Plans and Specifications and other instructions and shall, prior to ordering material or performing work, report in writing to the City Engineer any error, inconsistency, or omission in respect to design, construction or cost which Developer may discover. If Developer, in the course of this study or in the construction of the Extensions, finds any discrepancy between the Plans, or any such errors or omissions in respect to design, construction, or cost in drawings or in the layout as given by points and instructions, it shall be Developer's duty to inform the City Engineer immediately in writing, and the City Engineer shall promptly check the same. Any work done after such discovery will be done at Developer's sole risk.

4. STATUS OF CITY ENGINEER

- A. Except for the method or manner of performing the work, the Extensions are to be constructed under the general supervision and to the complete satisfaction of the City Engineer, or his/her duly authorized representative, who shall use his/her reasonable discretion and professional experience as to the true interpretation and meaning of the project application, Plans, Specifications, and Estimates and as to all questions arising as to proper performance of the work. The City Engineer has the authority to stop work whenever, in his/her opinion, such stoppage may be necessary to ensure proper execution of the contract. The City Engineer may also reject all work and materials which in his/her opinion, do not conform to the contract.
- B. The City Engineer shall use his/her reasonable discretion and professional experience to decide any and all questions which may arise as to the quality or acceptability of materials furnished and work performed and all questions as to the acceptable fulfillment and performance of the Agreement on the part of Developer. The decision of the City Engineer in such matters shall be final.
- C. The City Engineer may direct the sequence of conducting work when it is in locations where the City is doing work either by contract or by its own forces or where such other work may be affected by the Extensions, in order that conflict may be avoided and the Extensions be harmonized with work under other contracts, or with other work being done in connection with, or growing out of, operations of the City. Nothing

in this Section 4(C) shall be interpreted to relieve Developer of its obligations or liabilities under the Contract Documents.

- D. Neither the City Engineer nor his/her representatives have the authority to waive the Developer's obligation to perform work in accordance with the Contract Documents. However, the City Engineer shall have the authority to authorize minor field changes. Failure or omission on the part of the City Engineer or his/her representatives to condemn unsuitable, inferior, or defective work and/or labor or material or equipment furnished under the application shall not release Developer or his/her bond from performing the work in accordance with the Contract Documents.

5. **INSPECTION AND TESTS**

- A. Inspection of the work by the City and its authorized agents shall be strictly for the benefit of the City, and nothing contained herein shall be construed to relieve Developer of its obligations under this Agreement.
- B. The City Engineer and his/her representatives shall, at all times, have access to the Extensions for the purpose of inspecting and testing, wherever it is in preparation or progress, and Developer shall provide proper facilities for such access and for such inspection and testing.
- C. If any work should be covered up without approval or consent of the City Engineer, it must, if required by the City Engineer, be uncovered for inspection at Developer's expense.
- D. Re-examination of questioned work may be ordered by the City Engineer; and, if so ordered, the work shall be uncovered by Developer. If such work is found by the City Engineer to be in accordance with the Contract Documents, the City shall pay the cost of re-examination and replacement. If such work is found not in accordance with the Contract Documents, Developer shall pay such costs.
- E. Developer shall make tests of the work as required by the City Engineer at Developer's expense and shall maintain a record of such test.
- F. For a performance test to be observed by the City Engineer, Developer shall make whatever preliminary tests are necessary to assure that the materials and/or equipment are in accordance with the Specifications. If, for any reason, the test observed by the City Engineer is unsatisfactory, Developer shall pay all costs incurred by the City Engineer for the inspection and supervision of all further testing.
- G. Where work is performed outside of the normal 40-hour work week, Developer shall pay City's additional costs for inspection and supervision, if applicable.

- H. Where the Plans, Specifications, City Engineer's instructions, laws, ordinances, or any government authority require any work to be specifically tested or inspected, Developer shall give the City Engineer timely notice of the date fixed for such inspection. Required certificates of inspection by authorities other than the City Engineer shall be secured by Developer and copies provided to the City Engineer.
- I. Inspection during construction will be provided as deemed necessary by the City Engineer.
- J. Written notice of deficiencies, adequately describing the same, shall be given to Developer upon completion of each inspection, and Developer shall correct these deficiencies within seven (7) days of notice thereof, or as agreed upon in writing by both parties, and before final inspection will be made by the City Engineer.
- K. A representative of Developer or Developer's contractor shall arrange a time with and accompany the City Engineer on the final inspection and subsequent inspections, if required, thereafter.
- L. Deficiencies discovered at the final inspection shall be corrected within seven (7) days' notice thereof or as agreed upon by both parties, and in no instance shall service be provided until said deficiencies are corrected and the extension passes re-inspection.
- M. All costs incurred by the City for inspection, including the fees and charges of its City Engineer, except as specifically provided for in this section, shall be paid by Developer, and a deposit for this may be required in advance by the City.
- N. Neither inspection nor acceptance by the City shall relieve Developer of any responsibility or liability, whether to the City or others, provided in the Contract Documents.

6. PLANS AND SPECIFICATIONS ACCESSIBLE

- A. The City shall furnish one (1) copy of Plans and Specifications to Developer, who shall keep at least one (1) copy of the same constantly accessible at the construction site.
- B. Where shop drawings are required to be submitted for acceptance, one (1) copy of the approved shop drawings shall be kept constantly accessible at the construction site.

7. OWNERSHIP OF DRAWINGS

All Plans, Specifications and copies thereof prepared or furnished to the City Engineer are his/her property. They are not to be used on other work and, with the exception of the signed Agreement, and are to be returned to him/her upon completion of the work.

8. MATERIALS AND EQUIPMENT; MATERIALS AND EQUIPMENT LIST

- A. Materials and equipment shall be new and as specified in the Contract Documents, or if not specified, shall be of a quality approved by the City Engineer. All materials and equipment furnished are warranted by Developer as new and as in compliance with the Plans and Specifications, if specified therein, and as suitable for the intended purpose. In addition thereto, the Developer shall furnish the City with copies of the supplier's warranty. Except in the event of fraud or bad faith by Developer, the warranty described in this Section 11(A) shall be limited to two (2) years.
- B. Developer shall file three (3) copies of its materials and equipment list with the City Engineer prior to commencing construction of the Extensions. This list shall include the quantity, manufacturer and model number, if applicable, of materials and equipment to be installed under the Contract Documents. This list will be checked by the City Engineer as to conforming with the Plans and Specifications. The City Engineer will pass upon the list with reasonable promptness, making note of required corrections.

Developer shall make any required corrections and file three (3) corrected copies with the City Engineer within one week after receipt of notice of required corrections. The City Engineer's review and acceptance of the lists shall not relieve Developer from responsibility for deviations from the Plans and Specifications or warranty for suitability for the intended purpose unless Developer has, in writing, called the City Engineer's attention to such deviations at the time of submittal and secured the City Engineer's written approval for such deviation.

9. SHOP DRAWINGS

All shop details, structural steel, pipe, machinery, equipment, schedules, bending diagrams, reinforcing steel, and other detail drawings furnished by the Developer, as required and provided for in the specifications. Developer shall check and verify all field measures. Developer shall submit with such promptness as to cause no delay in its own work or in that of any other contractor, three (3) copies, checked and approved by Developer, of all shop or setting drawings and schedules (all collectively herein referred to as "shop drawings") required for the work of the various trades in the construction of the Extensions or where requested by the City Engineer, and shall verify all field various trades in the performance of the work or where requested by the City Engineer and shall verify all field measurements or conditions to which the shop drawings are applicable. The City Engineer shall pass upon them with reasonable promptness making note of required corrections, including those related to design and artistic effect. Developer shall make any corrections required by the City Engineer and, within one (1) week after receipt of the notice of required corrections, shall file with the City Engineer three (3) corrected copies and furnish such other copies as may be needed by the City Engineer. The City

Engineer's acceptance of such drawings or schedules shall not relieve Developer from responsibility for deviation from drawings, Plans, or Specifications, unless Developer has, in writing, called the City Engineer's attention to such deviation at the time of submission and secured the City Engineer's written approval, nor shall it relieve Developer from responsibility for errors in shop drawings or schedules.

10. CUTTING AND FITTING

Developer shall do all cutting and fitting of its work that may be required to make any of the Extensions' several parts come together properly, and fit it to receive or be received by work of other developers or contractors shown or reasonably implied by the Plans and Specifications for the completed structure, and Developer shall restore all surfaces damaged by cutting and fitting as the City Engineer may direct.

11. LABOR, MATERIALS, EQUIPMENT, FACILITIES, AND WORKMEN

- A. Developer shall provide and pay for all materials, labor, water, tools, equipment, light, power, transportation and other facilities necessary for the execution and completion of the work, except as otherwise stipulated in the Contract Documents.
- B. The Developer shall at all times enforce strict discipline and good order among its employees and shall not employ on the work any person unfit or not skilled in the work assigned to him/her. Employees or agents of Developer, who, in the opinion of the City Engineer, may impair the quality of the Extensions shall forthwith be discharged by Developer upon the written request of the City Engineer.
- C. During the term of the Agreement, neither party shall employ nor hire any employee of the other party, nor of the City Engineer, without the written consent of the other party. Neither party shall use any work performed or any information obtained from any employee hired in violation of this provision in making a claim against the other party.
- D. Necessary sanitation conveniences for the use of workmen on the job, properly secluded from public observation, shall be provided and maintained by Developer.

13. SAMPLES

The Developer shall furnish for approval all samples as directed by the City Engineer. The finished work shall be in accordance with approved samples. Approval of samples by the City Engineer does not relieve the Developer of performance of the work in accordance with the Contract Documents.

14. DETERMINATION OF “OR EQUAL”

The City Engineer shall make the determination regarding questions of “or equal” for any supplies or materials proposed by Developer. Developer shall pay to the City the cost of tests and evaluation by the City Engineer to determine acceptability of alternatives proposed by Developer, in accordance with Section 4 of the Agreement.

15. ROYALTIES AND PATENTS

Developer shall defend, indemnify, and hold the City harmless for all claims and/or suits brought against the City by reason of infringement of patent rights or licenses on any material, machine, appliance, or process that Developer may use on the work or incorporate into the finished job. Such indemnity shall include the costs of defense by an attorney selected by Developer and approved by the City.

16. PAYMENT OF PREVAILING WAGES

Developer does not have to pay prevailing wages on projects without City funding.

17. PROTECTION OF WORK AND PROPERTY AND SAFETY

- A. Developer shall continuously maintain adequate protection of the work from damage and shall protect City's property from injury or loss arising in connection with and during the term of the Agreement. Developer shall make good any such damage, injury, or loss, except as may be directly due to the negligence of agents or employees of the City. Developer shall provide and maintain all passageways, guard fences, lights, and other facilities for protection required by public authority or local conditions.
- B. Developer shall bear the risk of loss or damage for all finished or partially finished work until accepted by the City.
- C. Developer shall take all necessary precautions for the safety of employees on the work site and shall comply with all applicable provisions of federal, state, and local safety laws and building codes. Developer shall erect and properly maintain at all times, as required by the conditions and progress of the Extensions, all necessary safeguards for protection of workmen and the public, shall post danger signs warning against known or unusual hazards; and shall designate a responsible member of its organization on the construction site whose duty shall be the prevention of accidents. The name and position of such person so designated shall be reported in writing to the City Engineer by Developer.

18. EXISTING UTILITIES OR OBSTRUCTIONS

- A. Developer shall not enter upon or place materials on other private premises except by written consent of the individual owners, and Developer shall save the City harmless from all suits and actions of every kind and description that may result from its use of private property.
- B. Underground utilities of record shall be shown on the Plans insofar as it is possible to do so. These, however, are shown for convenience only, and the City assumes no responsibility for improper locations or failure to show utility locations on the construction plans. Any underground utilities found during the course of construction not properly shown on the Plans shall be recorded as to the nature, size, depth and orientation on the as-built drawings.
- C. Developer shall take adequate precautions to protect existing lawns, trees, shrubs, outside rights-of-way, sidewalks, curbs, pavements, utilities, adjoining property, and structures, and to avoid damage thereto caused by its operations to the satisfaction of the City Engineer, except as otherwise provided in the Contract Documents.

19. REPLACING IMPROVEMENTS

Whenever it is necessary in the course of construction to remove or disturb culverts, driveways, roadways, pipelines, monuments, property stakes, or other existing improvements, whether on private or public property, they shall be replaced to a condition equal to or better than that existing before they were so removed and disturbed.

20. SUPERINTENDENCE AND SUPERVISION

Developer shall keep on the construction site during the construction of the Extensions a competent superintendent and any necessary assistants, all satisfactory to the City Engineer. The superintendent shall not be changed except with the consent of the City Engineer unless the superintendent ceases to be in Developer's employ. The superintendent shall represent Developer, and all directions given to the superintendent shall be as binding as though given to Developer. Instructions to Developer shall be confirmed in writing upon its request in each case. Developer shall give efficient supervision to the work, using its best skill and attention.

21. WARRANTIES OF DEVELOPER

Upon completion of the Extensions and approval and acceptance thereof by the City, Developer warrants to the City as follows:

- A. That Developer is the owner of the property and the same is free and clear of all encumbrances and that Developer has good right and authority to transfer title thereto to the City and will defend the title of the City against the claims of all third parties claiming to own the same or claiming an encumbrance against the same; and
- B. That the Extensions are in proper working condition, order, and repair as designed and that they are adequate and fit for the intended purpose of use as water, sewer, stormwater, and/or street systems, and as integral parts of the water, sewer, stormwater, and/or street systems of the City; and
- C. That all parts of the Extensions shall remain in proper working condition, order and repair as designed except where abused or neglected by the City; and that Developer shall repair or replace, at its own expense, any work or material which may prove to be defective during the period of this warranty. Developer shall obtain warranties and guaranties from its subcontractors and/or suppliers where such warranties or guaranties are specifically required herein and shall deliver copies of such to the City upon completion of the Extensions. When corrections of defects occurring within the warranty period are made, Developer shall further warrant corrected work for two (2) years after acceptance by the City.

Except in the event of fraud or bad faith by Developer, the warranty described in this Section 23 shall be limited to two (2) years.

22. CORRECTION OF DEFECTS OCCURRING WITHIN WARRANTY PERIOD

When defects occurring within the warranty period are discovered, Developer shall work to remedy any such defects within seven (7) days of notice of discovery thereof by the City, or as agreed upon in writing, and shall complete such work within a reasonable time as determined by the City. In emergencies, where damage or loss of service may result from delay, corrections may be made by the City immediately upon discovery; in which case the cost thereof shall be borne by Developer. In the event Developer does not commence and/or accomplish corrections within the time specified, the work shall be otherwise accomplished and the cost of same shall be paid by Developer.

Developer shall be responsible for any expenses incurred by the City resulting from defects in the Developer's work including actual damages, cost of materials, and labor expended by the City in making emergency repairs, and cost of engineering, inspection, and supervision by the City or City Engineer, as well as reasonable attorneys' fees and expert witness fees to be fixed by the court in any action which the City may commence against the Developer to enforce the provisions hereof.

23. SUBLetting AND SUBCONTRACTING

Developer is fully responsible and liable to the City for the acts and omissions of its employees, subcontractors, and all other persons either directly or indirectly employed or contracted with by subcontractors. The City's consent to subcontracting part of the work shall in no way release Developer from responsibility under the Agreement, and Developer will be held in all respects accountable for the same as if no consent had been given. Nothing contained in the Contract Documents shall create any contractual relation between any subcontractor and the City.

24. SEPARATE CONTRACT; INTERFERENCE WITH OTHER DEVELOPERS

The City reserves the right to perform work with its own forces or to let contracts for work under similar general conditions in connection with this project or other projects. Developer shall afford the City and other contractors reasonable opportunity for the execution of their respective work.

25. LOSS OF MARKERS

The City shall not be responsible for costs to relocate service ends in the event of removal or destruction of the markers by parties other than the City.

26. DISPUTE RESOLUTION

A. Process for Alternative Dispute Resolution. The parties shall cooperate in good faith and deal fairly in performing their duties under the Contract Documents in order to accomplish their mutual objectives and avoid disputes. If a dispute arises, the parties shall resolve all disputes by the following progressive alternative dispute resolution process:

1. The parties shall first seek a fair and prompt negotiated resolution.
 2. If negotiation is not successful, either party may demand binding arbitration in accordance with RCW 7.04.060; provided, that within twenty (20) days of the initial arbitration demand, the parties shall attempt to resolve the dispute by nonbinding third-party mediation. Mediation efforts shall not delay or affect the arbitration hearing date unless agreed by the parties.
 3. If the dispute is not resolved through mediation within forty-five (45) days of the initial arbitration demand, the parties shall proceed with the binding arbitration; provided, that the mediator shall prepare and deliver to the arbitrator a final written recommendation for resolution of the dispute.
- B. Selection of Arbitrator. There shall be one arbitrator agreed upon by the parties, or, if the parties cannot agree on the identity of the arbitrator within ten (10) days of the initial arbitration demand, the arbitrator shall be selected by the administrator of the

American Arbitration Association (AAA) office in Seattle from its Large, Complex Case Panel (or shall have similar professional credentials). The arbitrator shall be an attorney with at least fifteen (15) years' experience in the practice of law and shall reside in the Seattle/King County metropolitan area. Whether a claim is covered by the Contract Documents shall be determined by the arbitrator. All statutes of limitations which would otherwise be applicable in a court of law shall apply to any arbitration proceeding hereunder. The mediator shall be selected by the same manner as the arbitrator.

- C. Procedures. The arbitration shall be conducted in accordance with the AAA Commercial Arbitration Rules in effect on the date of the initial arbitration demand, as modified by this Section 28. There shall be no dispositive motion practice. As necessary to ensure a fair hearing, the arbitrator may authorize limited discovery, and may enter pre-hearing orders regarding (without limitation) scheduling, document exchange, witness disclosure and issues to be heard. The arbitrator shall not be bound by the rules of evidence or of civil procedure, but rather may consider such writings and oral presentations as reasonable business people would use in the conduct of their day-to-day affairs, and may require the parties to submit some or all of their case by written declaration or such other manner of presentation as the arbitrator may determine to be appropriate. The parties intend to limit live testimony and cross-examination to the extent necessary to ensure a fair hearing on material issues.
- D. Hearing – Law – Appeal Limited. The arbitrator shall hold a private hearing within ninety (90) days of the initial arbitration demand and shall take reasonable measures to conclude the hearing within three (3) days. The arbitrator's written decision shall be issued not later than fourteen (14) calendar days after the close of the hearing. These time limits are included in order to expedite the proceeding, but they are not jurisdictional, and the arbitrator may for good cause afford or permit reasonable extensions, which shall not affect the validity of the award. The written decision shall contain a brief statement of the claim(s) determined and the award made on each claim. In making the decision and award, the arbitrator shall apply substantive law. Absent fraud, collusion or willful misconduct by the arbitrator, the award shall be final, and judgment may be entered in any court having jurisdiction over the parties. The arbitrator may award injunctive relief or any other remedy available from a judge, including the joinder of parties or consolidation of this arbitration with any other arbitration proceeding involving common issues of law or fact or which may promote judicial economy, but shall not have the power to award punitive or exemplary damages.
- E. Provisional Remedies. Pending selection of the arbitrator, either party may request the AAA to unilaterally appoint an interim arbitrator for the limited purpose of awarding temporary or preliminary relief. This award may be immediately entered in any federal or state court having jurisdiction over the parties even though the decision on the underlying dispute may still be pending. Once appointed, the official arbitrator

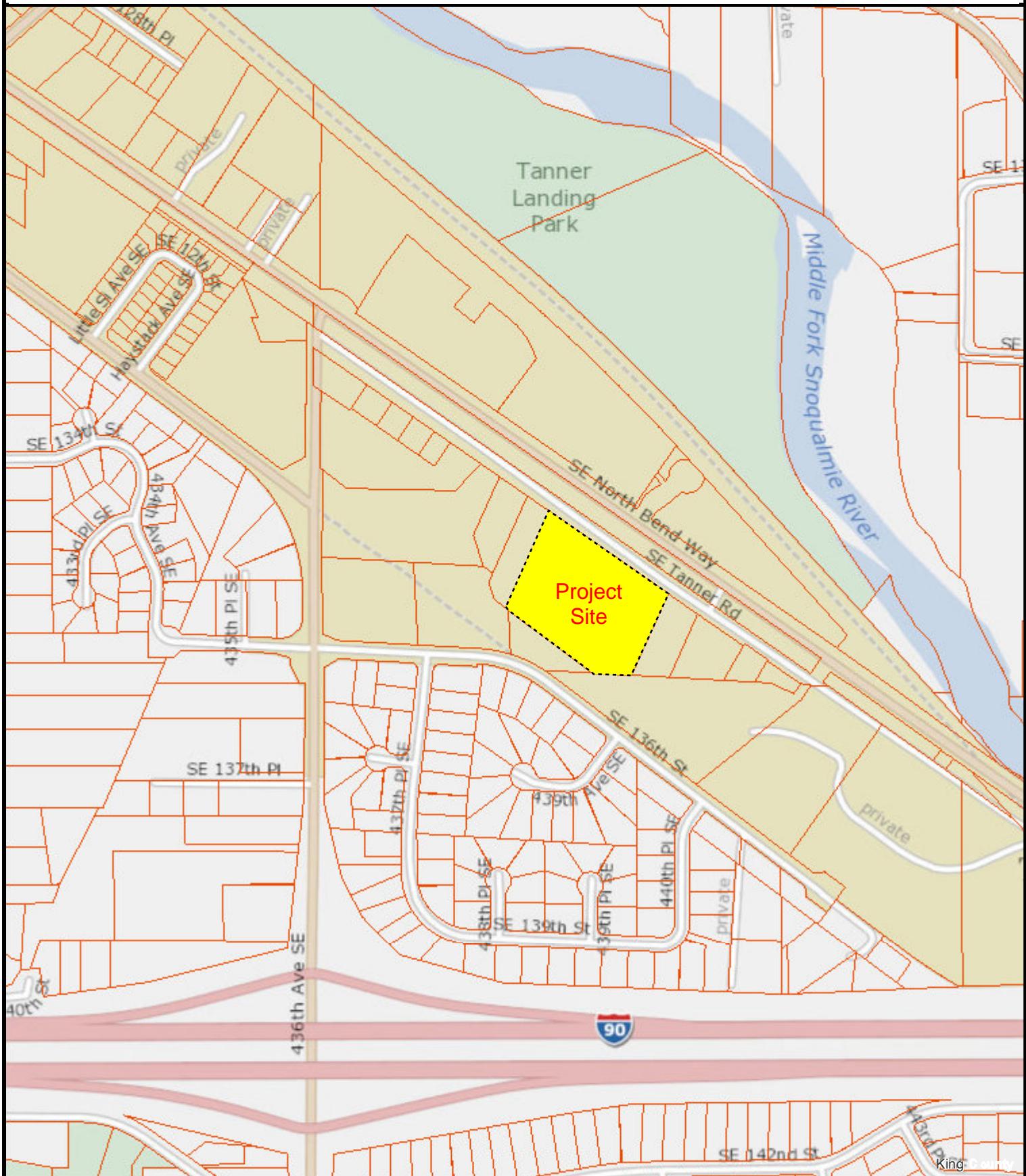
may, upon request of a party, issue a superseding order to modify or reverse such temporary or preliminary relief or may confirm such relief pending a full hearing on the merits of the underlying dispute, which order may be immediately entered in any federal or state court having jurisdiction over the parties, even though the decision on the underlying dispute may remain pending. Such relief may be granted by the arbitrator only after notice to and opportunity to be heard by the opposing party, unless the party applying for such relief demonstrated that its purpose would be rendered futile by giving notice.

- F. Attorneys' Fees and Costs. The arbitrator shall award attorneys' fees, expert witness fees, and costs to the prevailing party, but only if the award to the prevailing party exceeds the mediator's recommendation. Except as otherwise provided in the Agreement, neither party is entitled to payment of its attorneys' fees by the other party for disputes resolved prior to a final decision of the arbitrator.

Nothing in this Section 28 shall affect Developer's responsibility to reimburse the City for attorney fees and legal expenses in the normal course of the Agreement.

CERTIFICATE(S) OF INSURANCE

Exhibit B - Alpental Logistics Vicinity Map



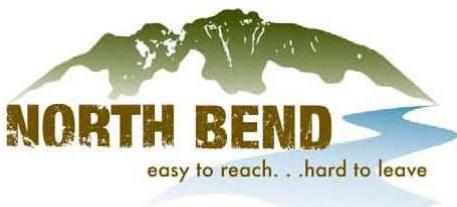
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Date: 8/11/2022

Notes:



King County
99



City Council Agenda Bill

SUBJECT:	Agenda Date: September 20, 2022	AB22-108
Motion to Approve 2023-2024 Biennial Budget Calendar and setting a Public Hearing Date of November 1st for the proposed 2023-2024 Budget	Department/Committee/Individual	
Cost Impact: N/A	Mayor Rob McFarland	
Fund Source: N/A	City Administrator – David Miller	
Timeline: Immediate	City Attorney - Mike Kenyon/Lisa Marshall	
	City Clerk – Susie Oppedal	
	Administrative Services – Lisa Escobar	
	Comm. & Economic Development – Rebecca Deming	
	Finance – Richard Gould	X
	Public Works – Mark Rigos	
Attachments: 2023-2024 Budget Calendar		

SUMMARY STATEMENT:

RCW Chapter 35A.34 mandates the City's biennial budget process. The attached Budget Calendar captures events during the budget process that are regulated, tasks that will facilitate an orderly sequence, and benchmarks that will assure the final adoption of the 2023-2024 Budget Ordinance prior to the December 31, 2022, deadline. Please note that there is some flexibility built into the budget calendar with the exception of certain statutorily mandated dates.

The final adoption of the 2023-2024 Biennial Budget Ordinance is scheduled to occur on December 6, 2022, as noted on the attached schedule.

APPLICABLE BRAND GUIDELINES: Balanced Budget

COMMITTEE REVIEW AND RECOMMENDATION: The Finance & Administration Committee reviewed this item at its September 6th meeting and recommended approval on the Consent Agenda.

RECOMMENDED ACTION: MOTION to approve AB22-108, approving the 2023-2024 Budget Calendar and setting a Public Hearing Date of November 1st for the proposed 2023-2024 Budget.

RECORD OF COUNCIL ACTION

Meeting Date	Action	Vote
September 20, 2022		

2023-2024 BUDGET PROCESS CALENDAR

SEPTEMBER

20th (Tuesday) (Regular Council Meeting)

- Motion approving 2023-2024 Budget Calendar

OCTOBER

3rd (Monday)

- 2023-2024 Preliminary Budget Estimates to City Council

11th (Tuesday)

- Budget Workshop #1 – Preliminary Budget Review
 - Human Services Grants
 - Budget Overview

25th (Tuesday)

- Budget Workshop (if needed)

NOVEMBER

2nd (Wednesday)

- Preliminary Budget & Budget Message to City Council and City Clerk (official budget filing per RCW)

3rd (Tuesday) (Regular Council Meeting)

- Public Hearing – 2023 Property Tax Levy
- 1st Reading - Ordinance Adopting 2023 Property Tax Levy
- Public Hearing – 2023-2024 Budget Ordinance

8th and/or 22nd (Tuesday)

- Budget Workshop – if needed

15th (Tuesday) (Regular Council Meeting)

- 2023-2024 Preliminary Budget Presentation
- Public Hearing – 2023-2024 Budget Ordinance
- Ordinance Adopting 2023 Property Tax Levy
- 1st Reading – 2023-2024 Budget Ordinance

DECEMBER

6th (Tuesday) (Regular Council Meeting)

- Council Adoption of 2023-2024 Biennial Budget Ordinance



City Council Agenda Bill

SUBJECT:	Agenda Date: September 20, 2022	AB22-109
Motion Authorizing Contract Amendment with ETC to Conduct an Additional Community Survey and Facilitate a Workstudy	Department/Committee/Individual	
Cost Impact: up to \$37,500	Mayor Rob McFarland	
Fund Source: General Fund	City Administrator – David Miller	
Timeline: Contract end December 31, 2023	City Attorney - Mike Kenyon/Lisa Marshall	
	City Clerk – Susie Oppedal	
	Administrative Services – Lisa Escobar	
	Community & Economic Development – Rebecca Deming	X
	Finance – Richard Gould	
	Public Works – Mark Rigos	
Attachments: Proposed Amendment, Professional Services Agreement		
SUMMARY STATEMENT:		
The City of North Bend has a community survey project in its 2022 budget. At the May 3, 2022 Meeting, the City Council authorized a contract with ETC Institute. Based on Council's concerns about the survey and additional questions being requested, City staff are recommending bringing the consultant to the September 27 th Workstudy in person and allowing for the open discussion on moving forward. The contract amendment includes the costs for the in person Workstudy, as well as costs allowing for the option for an additional survey to ensure that the surveys are not too long and that everyone feels their questions were addressed. ETC would come out for the Workstudy to discuss the survey process and provide their professional opinions on moving forward with the one or two surveys. The costs are a not-to-exceed and do not commit the City to spend the full amount. The additional cost breakdown is below.		
Original Contact: \$18,000		
Additional Services (totals \$19,500): September 27 th Workstudy: \$2,500		
Additional Survey Costs: Survey: up to \$6,500 (depending on number of respondents and up to a 4 page survey) Formal Report: \$ 2,500 Interactive Dashboard: \$5,000 Onsite Visits with Presentation/discussion (2): \$2,500 each Virtual Presentation of Final Results: \$500		
The new contact in an amount not to exceed: \$37,500		
The attached proposed contract amendment is between the City and ETC, and if approved, would expire on December 31, 2023.		
APPLICABLE BRAND GUIDELINES: Consistent delivery of quality basic services		
COMMITTEE REVIEW AND RECOMMENDATION: The Community and Economic Development Committee reviewed this item at their August 30, 2022 meeting and recommended approval and placement on the Consent Agenda.		

City Council Agenda Bill

RECOMMENDED ACTION: **MOTION to approve AB22-109, authorizing the Mayor to sign a contract amendment with ETC to conduct an additional community survey, in a form and content approved by the City Attorney, in an amount not to exceed \$37,500.**

RECORD OF COUNCIL ACTION

<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
September 20, 2022		

**FIRST AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT BY
AND BETWEEN CITY OF NORTH BEND AND ETC INSTITUTE**

This First Amendment to the Professional Services Agreement By and Between the City of North Bend and ETC Institute ("First Amendment") amends the Professional Services Agreement entered into on May 2, 2022 ("Agreement"), between the City of North Bend, a municipal corporation ("the City"), and ETC Institute, a limited liability company ("ETC").

WHEREAS, the City entered into the Agreement with ETC for consultant services as described in Exhibit A attached to the Agreement; and

WHEREAS, the City desires to increase the compensation and method of payment set forth in Section 2 of the Agreement from an amount not exceed \$18,000 to an amount not to exceed \$37,500; and

WHEREAS, the City also desires to extend the termination date set forth in Section 3 of the Agreement from December 31, 2022, to December 31, 2023;

NOW, THEREFORE, in consideration of the mutual benefits and conditions set forth below, and for other good and valuable consideration, the parties hereto agree as follows:

1. Section 2 of Agreement (Compensation and Method of Payment), Amended. Section 2 of the Agreement (Compensation and Method of Payment) is hereby amended to read as follows:

Compensation and Method of Payment. Consultant will invoice City monthly based upon the fee schedule set forth in Exhibit B attached hereto, which is incorporated by this reference as if fully set forth. Consultant shall be paid a total amount not to exceed EIGHTEEN THOUSAND DOLLARS AND 00/100 (\$18,000) THIRTY-SEVEN THOUSAND FIVE HUNDRED DOLLARS AND 00/100 (\$37,500) without written modification of this Agreement signed by City. City shall pay Consultant for services rendered under this Agreement within ten (10) days after City Council voucher approval. Consultant agrees to complete and return the attached Exhibit C (Taxpayer Identification Number) to City prior to or along with the first invoice.

2. Section 3 of Agreement (Duration of Agreement), Amended. Section 3 of the Agreement (Duration of Agreement) is hereby amended to read as follows:

Duration of Agreement. This Agreement shall be in full force and effect for a period commencing May 2, 2022 and ending December 31, 2022³ unless earlier terminated in accordance with Section 11 herein or extended by written amendment in accordance with Section 14 herein.

3. Full Force and Effect. All other terms and conditions in the Agreement remain in full force and effect as provided therein.

CITY OF NORTH BEND

ETC INSTITUTE

By: _____
Mayor Rob McFarland

By: _____
Gregory S. Emas, CEO

Date: _____

Date: _____

ATTEST/AUTHENTICATED:

By: _____
Susie Oppedal, City Clerk

Approved as to form:

Lisa M. Marshall, City Attorney

**PROFESSIONAL SERVICES AGREEMENT
BY AND BETWEEN THE CITY OF NORTH BEND
AND ETC Institute**

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is entered into this 2nd day of May, 2022, by and between the City of North Bend, a municipal corporation of the State of Washington (“City”) and ETC Institute, a limited liability company [or other entity type] (“Consultant”) in consideration of the mutual benefits and conditions contained herein.

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

WHEREAS, Consultant is in the business of performing such services, which are described below; and

NOW, THEREFORE, the parties hereby agree as follows:

1. **Scope of Services.** Consultant shall perform those services described on **Exhibit A** attached hereto, which is incorporated by this reference as if fully set forth. All such services will be rendered with the degree of skill and care exercised by members of Consultant’s profession practicing under similar circumstances at the same time and in the same or similar locale, and in compliance 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.** Consultant will invoice City monthly based upon the fee schedule set forth in **Exhibit B** attached hereto, which is incorporated by this reference as if fully set forth. Consultant shall be paid a total amount not to exceed EIGHTEEN THOUSAND DOLLARS AND 00/100 (\$18,000) without written modification of this Agreement signed by City. City shall pay Consultant for services rendered under this Agreement within ten (10) days after City Council voucher approval. Consultant agrees to complete and return the attached **Exhibit C** (Taxpayer Identification Number) to City prior to or along with the first invoice.
3. **Duration of Agreement.** This Agreement shall be in full force and effect for a period commencing May 2, 2022 and ending December 31, 2022 unless earlier terminated in accordance with Section 11 herein or extended by written amendment in accordance with Section 14 herein.
4. **Ownership, Form, and Use of Documents.** All documents, drawings, specifications, and other materials produced by Consultant in connection with the services rendered under this Agreement shall be the property of City whether the project for which they are made is executed or not. Except as otherwise stated in Exhibit A, Consultant shall provide to City all final documents, reports, or studies in printed and electronic form. Unless otherwise directed in writing by City, all final documents, reports, or studies shall be provided to City in both a PDF and Word format. Where applicable, all Complete Plan Set Drawings shall include all Specifications and shall be submitted to City in the most updated version of AutoCAD in an unrestricted format and in accordance with City Code. Consultant shall not be responsible for any use or modifications of said documents, drawings, specifications, or other materials by City or its representatives for any purpose other than the project specified in this Agreement.
5. **Independent Contractor.** City and Consultant agree that Consultant is an independent contractor with respect to the services provided pursuant to this Agreement. Nothing in this Agreement shall be considered to create an employer-employee relationship between the parties hereto. Neither Consultant nor any of Consultant’s employees shall be entitled, by virtue of the services provided

under this Agreement, to any benefits afforded to City employees. 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 for otherwise assuming the duties of an employer with respect to Consultant or Consultant's employees.

6. **Indemnification.** Consultant shall indemnify, defend, and hold harmless City, its officers, officials, employees and volunteers from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of City.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of Consultant and City, its officers, officials, employees, and volunteers, Consultant's liability hereunder—including the duty and cost to defend—shall be only to the extent of Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes Consultant's waiver of immunity under *Industrial Insurance*, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

7. **Recordkeeping and “Red Flag” Rules.**

- A. 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. Consultant shall also maintain such other records as may be deemed necessary by City to ensure proper accounting of all funds contributed by City to the performance of this Agreement and of the parties' 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 Chapter 40.14 RCW and by City.
- C. Consultant acknowledges receipt of and agrees to adhere to City's Identity Theft Prevention Program (“Red Flag” rules), a copy of which is attached hereto as **Exhibit D**.

8. **Taxes, Licenses and Permits.**

- A. Consultant acknowledges that it is responsible for the payment of all charges and taxes applicable to the services performed under this Agreement, including taxes and fees assessed pursuant to Chapters 5.04 and 5.05 NBMC, and Consultant agrees to comply with all applicable laws regarding the reporting of income and maintenance of records, and with all other requirements and obligations imposed pursuant to applicable law. If City does not receive, or is assessed, made liable, or responsible in any manner for such charges or taxes, Consultant shall reimburse and hold City harmless from such costs, including attorneys' fees. Consultant shall also require all contractors, subcontractors and suppliers to pay all charges and taxes in accordance with this Section 9.

- B. In the event Consultant fails to pay any taxes, assessments, penalties, or fees imposed by City or any other governmental body, then Consultant authorizes 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 Consultant's total compensation.
9. **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 term of this Agreement. City shall have the right to conduct an audit of 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 Consultant.
10. **Termination.** This Agreement may be terminated by City at any time upon thirty (30) days' written notice; provided, that if Consultant's insurance coverage is canceled for any reason, City shall have the right to terminate this Agreement as provided in Subsection 7(D) herein.
11. **Discrimination Prohibited.** Consultant shall not discriminate against any employee, applicant for employment, or any person seeking Consultant's services under this Agreement on the basis of race, color, religion, creed, sex, age, national origin, marital status, or presence of any sensory, mental, or physical handicap.
12. **Assignment and Subcontract.** Consultant shall not assign or subcontract any portion of the services contemplated by this Agreement without the prior written consent of City.
13. **Entire Agreement; Modification.** 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. Proposed changes which are mutually agreed upon shall be incorporated by written amendments or addenda signed by both parties.
14. **Notices.** Notices required hereunder shall be delivered via certified U.S. mail to the addresses below:

To the City of North Bend: David Miller, City Administrator
City of North Bend
920 SE Cedar Falls Way
North Bend, Washington 98045
Phone: (425) 888-1211

To Consultant:

Jason Morado
Director of Community Research
ETC Institute
725 W. Frontier Circle
Olathe, KS 66061
Phone: (913) 254-4514

- 15. Security.** Consultant will protect confidential information provided by City pursuant to this Agreement by adhering to policies governing physical, electronic, and managerial safeguards against unauthorized access to an unauthorized disclosure of confidential information. Security standards shall meet or exceed Washington State Office of the Chief Information Officer Standard No. 141.10. Only authorized employees of Consultant shall have access to City's confidential information, and only for the purposes specified in this Agreement. Consultant shall, within 24 hours of discovery, report to City any use, access to or disclosure of City's confidential information not previously authorized by City.
- 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 properly and exclusively in King County, Washington. The prevailing party in any such action shall be entitled to its costs of suit, including attorneys' fees and expert witness fees.

BY THEIR SIGNATURES BELOW, the authorized agents of the parties enter into this Agreement as of the day and year first written above.

CITY OF NORTH BEND

By: 
Rob McFarland, Mayor

ETC INSTITUTE

By: 
Gregory S. Emas, CFO

Attest/Authenticated:


Susie Oppedal, City Clerk

Approved As To Form:


Michael R. Kenyon, City Attorney

EXHIBIT A:
SCOPE OF SERVICES

Consultant shall furnish and perform services including, but not limited to, the description of work and deliverable items indicated below.

Project Title: Community Survey

Supervising Staff. Consultant's main point of contact at City will be Rebecca Deming, Community and Economic Development Director, who can be reached at (425) 888-7646 or rdeming@northbendwa.gov, or such other personnel as City may designate from time to time.

Description of Work.

Task 1: Design the Survey and Prepare the Sampling Plan. Task 1 will include the following services:

- Working with City staff to develop the content of the survey. ETC Institute will meet with the City via phone to discuss the goals and objectives for the project. To facilitate the survey design process, ETC Institute will also provide the City with sample surveys created for similar projects. It is anticipated that 3-4 drafts of the survey will be prepared before the survey is approved by the City. The survey will be up to 6 pages in length.
- Participating in meetings by phone to develop the survey.
- Conducting a pilot test of the survey to ensure the questions are understood. Based on the results of the pilot test, ETC Institute will recommend changes (if needed) to the survey.
- Selecting a random sample of residents to be contacted for the survey. The sample will be address-based.

Deliverable Task 1. ETC Institute will provide a copy of approved survey instrument.

Task 2: Administer the Survey. Task 2 will include the following services:

- ETC Institute will administer the survey by a combination of mail, Internet and phone.
- ETC Institute will mail the survey and a cover letter (on City letterhead) to a random sample of households in the City. Only one survey per household will be sent. Postage-paid envelopes will be provided by ETC Institute for each respondent. The City will provide a cover letter for the mailed survey. The cover letter will contain a link to an online version of the survey. Residents who receive the survey will have the option of returning the printed survey by mail or completing it on-line.
- Approximately 7-10 days after the surveys are mailed, ETC Institute will follow-up via e-mail, text, and/or phone with households that received a mailed survey. ETC Institute will continue following up with households until reaching the targeted number of completed surveys. Listed below are two sampling plan options for your consideration:

- A sample of 250 completed surveys. A sample size of 250 completed surveys will provide results that have a margin of error of +/-5.9% at the 95% level of confidence at the City level.
- A sample of 300 completed surveys. A sample size of 300 completed surveys will provide results that have a margin of error of +/-5.4% at the 95% level of confidence at the City level.
- ETC Institute will monitor the distribution of the sample to ensure that the sample reasonably reflects the demographic composition of the City with regard to geographic dispersion, age, gender, race/ethnicity and other factors. ETC Institute will geocode households that completed a survey.

Deliverable Task 2. ETC Institute will provide a copy of the overall results for each question on the survey.

Task 3: Analysis and Final Report. ETC Institute will submit a final report to the City. At a minimum, this report will include the following items:

- Formal report that includes an executive summary of the survey methodology and a description of major findings.
- Charts and graphs that show the overall results of each question on the survey.
- Benchmarking analysis showing how the City compares to other communities regionally and nationally.
- Importance-Satisfaction Analysis that will identify the areas where the greatest opportunities exist to enhance overall satisfaction with City services.
- GIS maps that show geocoded survey results for selected questions on the survey
- Tabular data that shows the results for each question on the survey, including open ended questions.
- A copy of the survey instrument

Deliverable Task 3: ETC Institute will submit the survey findings report in an electronic format. ETC Institute will also provide the raw data in an Excel database, or other format as requested by the City.

Project Schedule

Listed below is ETC Institute's typical timeline for administering a community survey. Since the surveys will be administered entirely in-house, the completion date for the project is completely within our control. If desired, we can meet a more ambitious timeline and are available to start at a date most convenient for the City.

- **Month 1**
Design survey instrument
Finalize sampling plan
- **Months 2-3**
Administer the survey
- **Month 4**
Draft Report Submitted for review
Prepare and Deliver the Final Report

EXHIBIT B:
COMPENSATION

The table below shows a breakdown of the fees for the services described in this proposal. The total cost for a sample size of 250 surveys would be \$16,500 and a sample of 300 surveys would be \$18,000.

Task	250 Surveys	300 Surveys
Design Survey & Prepare Sampling Plan	\$1,500.00	\$2,000.00
Administration of a 15-20 minute survey (up to 6 pages)	\$7,000.00	\$8,000.00
Formal Report (<i>includes executive summary, charts, benchmarking, Importance-Satisfaction Analysis, GIS maps</i>)	\$2,500.00	\$2,500.00
Webinar presentation of the final results	\$500.00	\$500
Interactive Data Dashboard (<i>includes ability to query the full set of survey results in real time</i>)	\$5,000.00	\$5,000.00
TOTAL	\$16,500.00	\$18,000.00

Optional Services. If desired, ETC Institute will provide the following “optional” services. The fees for “optional” services would be in addition to the prices shown in the table above.

- An on-site presentation of the final results at a date to be determined by the City (\$2,500).
- Employee Survey within 1 year of completion of initial survey (\$4,500).

Task	
Design Survey & Prepare Sampling Plan	\$1,500.00
Administration of survey	\$1,500.00
Formal Report (<i>includes executive summary, charts, tabular data</i>)	\$1,500.00
TOTAL	\$4,500.00

- A webinar presentation of the final results at a date to be determined by the City (\$500). This could be provided in lieu of an on-site presentation.
- An on-site presentation of the final results at a date to be determined by the City (\$2,500).
- Interactive Data Dashboard that will provide the ability to query the full set of survey results in real time anywhere with access to the Internet. Described in more detail on page 5. (\$5,000)
- Additional Surveys with 1 year of completion of initial survey

TASK	Sample Size (# of completed surveys)		
	100	200	300
Design Survey Instrument & Develop Sampling Plan			
	\$ 1,000.00	\$ 1,500.00	\$ 2,000.00
Administer Survey (mail and online)			
5-6 Page Survey (up to 15 minutes)	\$ 5,000.00	\$ 6,500.00	\$ 8,000.00
3-4 Page Survey (up to 10 minutes)	\$ 3,500.00	\$ 5,000.00	\$ 6,500.00
1-2 Page Survey (up to 5 minutes)	\$ 2,000.00	\$ 3,500.00	\$ 5,000.00
Analysis and Report			
Tabular Data with frequency distributions/overall results	\$ 500.00	\$ 500.00	\$ 500.00
Formal Report with executive summary, charts and graphs, tabular data	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00
Interactive Data Dashboard (Power BI)	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
Prepare PowerPoint for Final Results (PowerPoint ONLY - no presentation by ETC Institute Staff)	\$ 250.00	\$ 250.00	\$ 250.00
Virtual Presentation of Final Results	\$ 500.00	\$ 500.00	\$ 500.00
On-Site Presentation of Final Results	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00

SAMPLE FEE EXAMPLE

The cost to administer a 3-4 page survey (up to 10 minutes), to a random sample of 200 residents, prepare a formal report, and deliver a virtual presentation would be:

$$\$1,500 + \$5,000 + \$2,500 + \$500 = \$9,500$$

- Focus Surveys with 1 year of completion of initial survey

**City of North Bend, Washington
Cost Estimate for Focus Groups**

TASK	Unit Cost
ALL PRICES ARE FOR VIRUTAL OR IN-PERSON MEETINGS - TRAVEL COSTS ARE PROVIDED FOR ON-SITE MEETINGS	
PHASE 1: Design the Moderator's Script	
Design the moderator script - assumes the same script will be used for all focus groups	\$ 1,750.00
PHASE 2: Recruit Participants - IF NEEDED - THE City MAY CHOOSE TO RECRUIT PARTICIPANTS	
Recruit 12 participants to attend	\$ 750.00
Incentive to participants (\$50 per participant) - maximum of 12 participants per group	\$ 600.00
PHASE 3: Conduct Meetings	
Moderate a 1 Meeting - includes prep time and time to review results	\$ 875.00
PHASE 4: Compile Results from Meeting	
Researcher staff prepares notes from meeting	\$ 300.00
PHASE 5: Prepare Summary Report	
Researcher staff prepares notes from meeting	\$ 1,775.00
Additional Travel Costs	
Travel costs for ETC Institute PM to travel to North Bend for 1-night to conduct 2-4 meetings	\$ 2,500.00
Sample Fee	
The fees for ETC Institute to develop the moderator's script, recruit at least 12 participants to 3 different focus groups/community workshops, to conduct 3 focus groups/community workshops on-site, compile the results from the meetings, and prepare a summary report would be:	
$ \begin{aligned} & \$1,750 \text{ (Design Script)} + \$4,050 \text{ (Recruit 36 Participants - \$2,250 and Incentives for 36 participants - \$1,800)} + \$2,625 \text{ (Conduct 3 meetings at \$875 each)} + \$900 \text{ (Researcher prepares notes from all 3 meetings at \$300 per meeting)} + \$1,775 \text{ (Summary Report)} + \\ & \$2,500 \text{ (On-Site Travel Costs - All-inclusive)} = \$13,600.00 \end{aligned} $	

EXHIBIT C:
TAXPAYER IDENTIFICATION NUMBER

CITY OF NORTH BEND
920 SE Cedar Falls Way
North Bend, WA 98045
Phone: (425) 888-1211
FAX: (425) 831-6200

In order for you to receive reimbursement from the City of North Bend, we must have either a Taxpayer Identification Number or a Social Security 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/Sole Proprietor Other (please explain) _____

TIN#: 48 - 0945023

SS#: - - -

Print Name: Gregory S Emas

Print Title: CFO

Business Name: ETC Institute

Business Address: 725 W Frontier Lane, Olathe, KS 66061

Business Phone: 913-829-1215

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” 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” means:

1. Any account the City offers or maintains primarily for personal, family or household purposes, that involves multiple payments or transactions; and
2. 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” 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” means a person or business entity that has a covered account with the City.

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

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

“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.

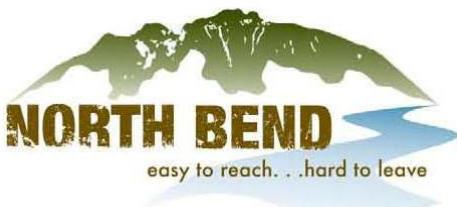
C. Service Provider Arrangements. In the event the City engages a service provider to perform an activity in connection with one or more covered accounts, the City shall take the following steps to require that the service provider performs its activity in accordance with reasonable policies and procedures 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 identify 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

SUBJECT:	Agenda Date: September 20, 2022 AB22-110			
Appointment of Paige Robbins to the Parks, Recreation and Beautification Commission Youth Member Position No. 5	Department/Committee/Individual			
	Mayor Rob McFarland	X		
	City Administrator – David Miller			
	City Attorney – Lisa Marshall			
	City Clerk – Susie Oppedal			
	Administrative Services – Lisa Escobar			
	Comm & Economic Development – Rebecca Deming			
	Finance – Richard Gould			
	Public Works – Mark Rigos			
Attachments: Application				
SUMMARY STATEMENT:				
In 2007 the Council passed Ordinance 1277 which amended Parks Commission membership and established a youth position as set forth below.				
Section 1. NBMC 2.24.020 (Membership), Amended: North Bend Municipal Code Section 2.24.020 (Membership) reads in part:				
2.24.020 Membership. “One member shall be a resident of the Snoqualmie Valley School District enrollment area, shall be between the ages of 16 and 18 years at the time of appointment, and shall have full voting rights.”				
On September 12, 2022 Community & Economic Development Director Rebecca Deming and Senior Planner Mike McCarty interviewed Paige Robbins for the youth position for the 2022-2023 School Year.				
Mayor McFarland is recommending the appointment of Paige Robbins as youth member on the Parks Commission due to her enthusiasm to serve as a volunteer in the community and her passion for recreation and the outdoors.				
COMMITTEE REVIEW AND RECOMMENDATION:				
RECOMMENDED ACTION: MOTION to approve AB22-110, confirming the appointment of Paige Robbins to Youth Member Position No. 5 on the Parks Commission, term expiring August 31, 2023.				
RECORD OF COUNCIL ACTION				
Meeting Date	Action	Vote		
September 20, 2022				



City of North Bend Commission Application

RECEIVED
JUL 21 2022
City of North Bend

Name: Paige RobbinsAddress: Snoqualmie, WA 98065

Home Phone: _____ Cell Phone: _____

Business Phone: N/A Email: _____How long at residence: 17 years Best time to contact: 9am-4pmCommission desired: 1st Choice _____ ^{Youth representative for parks & rec commission} 2nd Choice N/AReason you are interested in serving: I would like to pursue a undergraduate degree in urban sustainability or community studies and this commission opportunity would provide me advance experience for this.Previous community activities: A.V.I.D program community outreach and public speaking,MSHS Green Team local habitat restoration efforts, and life skills activity chaperone and classroom aide.Applicable education, occupational, and specialized experience: Founding member and youth representative on Salish Lodge Diversity Equity and Inclusion committee,Bellevue College Political science course completion, ESL club treasurer and founding member.

Commissions make recommendations regarding monetary expenditures and/or benefits to certain areas of the Community.

1) Can you foresee possible conflicts of interest with any of your current employment or civic positions?

No2) When making decisions do you feel you could be impartial and base your decision on the overall need and benefit of the community? Yes

Are there days or evenings you would be unavailable to meet?

No

Please see the attached descriptions of Commissions for general information and meeting times.

Please return completed form and resume to:

City of North Bend, Attn: City Clerk, 920 SE Cedar Falls Way, North Bend, WA 98045 For more information call 425-888-7627 or email: soppedal@northbendwa.gov

PAIGE ROBBINS

I am a Senior in high school at Mount Si seeking an opportunity to expand my experience in community involvement.

EXPERIENCE

2021 – CURRENT

SALISH LODGE

Currently work as a hostess, expeditor, busser and server assistant. Commitment to the fine dining values and guest experience. Nominated team member of the quarter for Columbia Hospitality. Founding member and youth representative for Diversity Equity and Inclusion committee at Salish Lodge.

2019 – 2020

WILDCAT CAFE

Worked through the culinary arts program at Mount Si High School running a student-led café multiple times a week. Prepared food, restocked food, and washed dishes. Completed certification course for Washington State food handlers permit.

2018 – CURRENT

HOUSE SITTER/PET SITTER

Regularly care for multiple clients' homes and pets while they are away. Responsibilities include cleaning, feeding and walking pets, checking mail, caring for plants, maintaining other household-specific tasks and ensuring the safety of the home and pets.

EDUCATION

2019 – 2022

SENIOR, MOUNT SI HIGH SCHOOL

Current GPA of 3.8 for 2020-21 school year. Enrolled in Advancement Via Independent Determination (AVID) Program since 2018 with a focus in building leadership and presentation skills as well as effective student teacher communication and specific question asking. AVID program, also provides focus on public speaking and note taking skills.

2021-CURRENT

2ND YEAR, BELLEVUE COLLEGE RUNNING START PROGRAM

Dual enrollment member at Bellevue College. Beginning to enroll in classes to support my perspective urban sustainability major such as critical race theory.

SKILLS

- Problem-solving and multi-tasking
- Strong communication and public speaking experience
- Customer-centric approach
- Efficient learner with a growth mindset

ACTIVITIES

Choir Section Leader and Leadership Recognition Award 2019. Active participant in voice lesson at Big Star Studios in Snoqualmie for 6 years now. National Association of Teachers Singing (NATS) Award winner. Treasure of ASL Club 2020. Team Gymnastics 2011 – 2019. Peer Tutor at Mount Si Life Skills Program 2021-2022 school year.



TO: Susie Oppedal, City Clerk
FROM: North Bend Salary Commission
DATE: August 23, 2022
RE: Mayor and Council Compensation

The North Bend Salary Commission is established in North Bend Municipal Code 2.36 as an independent decision-making body charged with evaluating the salaries for North Bend elected officials. The Commission met on June 29, 2022, July 11, 2022, July 20, 2022, and July 25, 2022.

The Commission has completed its work per NBMC 2.36.060 and is now filing its compensation decision with the City Clerk. The decision specifies changes to the Mayor and City Council salaries and also adds compensation for meeting attendance that meets established criteria.

By code, the decision of the Salary Commission is final and binding and requires no further Council action.

The Commission unanimously approved the following changes to the Mayor and City Council compensation:

Effective January 1, 2023:

Mayor's Base Salary shall be increased to \$4,000 per month from \$3,000 per month.

Regional Meetings: \$75 \$100 each

Non-regional Meetings: \$50 \$75 each

Meeting expense reimbursement to be capped at a maximum of 10 meetings per month.

Councilmembers Base Salary shall be increased to \$550 per month from \$500 per month.

Regional Meetings: \$75 \$100 each

Non-regional Meetings: \$50 \$75 each

Meeting expense reimbursement to be capped at a maximum of 6 meetings per month.

Base salary includes regularly scheduled council meetings, special council meetings, public hearings, and council workshops.

Regional meetings include, but are not limited to:

- Sound Cities Association (SCA)
- Association of Washington Cities (AWC)
- Puget Sound Regional Council (PSRC)
- Snoqualmie Valley Governments Association (SVGA)

- Eastside Fire & Rescue (EFR)
- King County Affordable Housing Task Force
- King County Flood Control Advisory Committee
- SCA Public Issues Committee
- SCA Joint Recommendations Committee
- Land Conservation Advisory Group
- Snoqualmie Valley Watershed Forum (WRIA)
- Eastside Transportation Partnership (ETP)
- Meadowbrook Farm Preservation Association
- National League of Cities (NLC)
- Meetings in Olympia (that address City of North Bend issues with legislature, governor, state departments or boards)
- Meetings not enumerated in this list where the Mayor or Councilmember is appointed or elected to attend by the Mayor, City Council, King County Executive, SVGA or SCA, King County Council, the Governor, or State Legislature, if the reason for the appointment was because of the individual's status as an elected official and the meeting purpose will advance the City of North Bend's interests either regionally or locally.
- Meetings with King County (personnel or elected officials)

Non-regional meetings include committee meetings and other city related task force or associations that the Councilmember has been appointed to or requested to attend.

Attendance at political functions, fundraising and/or social events, regularly scheduled community events, ribbon cuttings, and State of the City presentations to other organizations are excluded.

For reimbursement purposes, meetings lasting less than 4 hours will be counted as one meeting and meetings lasting over 4 hours will be counted as two meetings. Travel time to and from meetings is not included in meeting time. The Mayor and Council will continue to be reimbursed for mileage to and from meetings per NBMC 3.36.

Signed and submitted this 20th day of September, 2022.

Mary Barrett, Commissioner

Errol Tremolada, Commissioner

Coreen Wilson, Commissioner

Cc: Mayor Rob McFarland
Mayor Pro Tem Jonathan Rosen
Councilmember Alan Gothelf
Councilmember Mark Joselyn
Councilmember Ross Loudenback
Councilmember Brenden Elwood
Councilmember Mary Miller
Councilmember Heather Kollen



City Council Agenda Bill

SUBJECT:	Agenda Date: September 20, 2022	AB22-111
Ordinance Amending Ordinance 1740 to Adopt Addendum #1 to the City's December 2020 Water System Plan	Department/Committee/Individual	
Cost Impact: N/A	Mayor Rob McFarland	
Fund Source: N/A	City Administrator – David Miller	
Timeline: Immediate	City Attorney – Mike Kenyon/Lisa Marshall	
	City Clerk – Susie Oppedal	
	Administrative Services – Lisa Escobar	
	Comm. & Econ Development – Rebecca Deming	
	Finance – Richard Gould	
	Public Works – Mark Rigos, P.E.	X

Attachments: Ordinance, Predesign Report, Fast Facts, Booster Station and Reservoir Preliminary Plans

SUMMARY STATEMENT:

The City of North Bend (City) is working with Puget Western and Washington National Guard to provide water service to a very large parcel located within the City's water service area identified in the City's Water System Plan (WSP), approved by the Washington State Department of Health (DOH). The 35-acre parcel near Exit 34 is currently owned by Puget Western with approximately 25 acres dedicated for the Readiness Center and the remaining 10 acres planned for commercial development consisting of hotel(s), restaurants, and a possible park.

The Readiness Center project requires infrastructure capital improvements that must be reviewed and approved by DOH prior to construction. At the time of the WSP preparation, the extent of the improvements was not yet known and were not, consequently, included in the Capital Improvement Plan in that report. As part of the infrastructure design process, a June 2022 National Guard Booster Station and Reservoir Predesign Report was prepared and submitted to DOH for review and approval. Prior to their approval, the project needs to be incorporated into a Capital Improvement Plan that is part of the City-approved WSP. Consequently, the attached June 2022 National Guard Booster Station and Reservoir Predesign Report will be incorporated into the December 2020 WSP by reference and the following projects will be added to the Chapter 7 Capital Improvement Plan (under developer extensions section) of the December 2020 WSP by reference. Funding for these projects is not yet finalized but will likely consist of a mix of funding from a Washington State Grant, GFCs paid by the developer, a potential future water ULID, and/or City funds.

DE-10: 2.2 MG Water Reservoir

This reservoir will serve the new 799 Pressure Zone and the National Guard / Readiness Center facility. The reservoir will be located on the north portion of the National Guard site near SE 140th St and 468th Avenue. The reservoir will be welded steel, 107 feet to the overflow, and 60 feet in diameter. **Estimated Project Cost: \$5,255,000.**

DE-11: Water Booster Pump Station

The booster station will pump water from the City's existing 594 Pressure Zone to the new 799 Pressure Zone and the National Guard facility. The booster station will be located along North Bend Way near SE Tanner Road. The facility will have two, smaller pump service pumps and two, high-flow pumps to provide a range of flow up to 1,910 gpm. The facility will be a CMU building with a backup generator on site. **Estimated Project Cost: \$2,910,000.**

DE-12: Transmission Watermain

A new transmission watermain will be built under North Bend Way to provide service to the new 799 Pressure Zone and the National Guard site between the new Booster Station and the 2.2 MG Reservoir. The 16-inch, ductile iron water line will be aligned within the North Bend Way right-of-way. **Estimated Project Cost: \$3,100,000 (not verified yet)**

City Council Agenda Bill

City staff recommends moving forward to approve this addendum the City's 2020 Water System Plan.

APPLICABLE BRAND GUIDELINES: Consistent delivery of quality basic services including transportation and traffic management.

COMMITTEE REVIEW AND RECOMMENDATION: This item was reviewed by the Transportation and Public Works Committee at their August 23, 2022 meeting and was recommended for approval and placement on Main Agenda.

RECOMMENDED ACTION: **MOTION to approve AB22-111, an ordinance amending Ordinance 1740 to adopt Addendum #1 to the City's December 2020 Water System Plan, as a first and final reading.**

RECORD OF COUNCIL ACTION

<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
September 20, 2022		

ORDINANCE

**AN ORDINANCE OF THE CITY OF NORTH BEND,
WASHINGTON, AMENDING ORDINANCE NO. 1740 TO
ADD ADDENDUM NO. 1 TO THE CITY'S DECEMBER
2020 WATER SYSTEM PLAN PROVIDING FOR
SEVERABILITY; AND ESTABLISHING AN EFFECTIVE
DATE**

WHEREAS, on February 1, 2021 the City adopted Ordinance No. 1740 repealing Ordinance No. 1728 and adopting by reference the December 2020 Water System Plan (WSP) prepared by Gray & Osborne, Inc. (G&O #19473); and

WHEREAS, subsequent to the adoption of Ordinance No. 1740 the WSP was approved by the Department of Health (DOH); and

WHEREAS, the City is working with Puget Western and the Washington National Guard to provide water service to a 35-acre parcel (the “Property”) located within the City’s water service area and identified in the WSP; and

WHEREAS, the Property includes 25 acres dedicated for the Readiness Center and the 10 acres planned for commercial development consisting of hotel(s), restaurants, and a possible park; and

WHEREAS, the Readiness Center requires infrastructure capital improvements (“Improvements”) that must be reviewed and approved by DOH prior to construction; however, in December 2020 when the WSP was prepared, the extent of the required Improvements was not yet known and were not, consequently, included in the WSP’s Capital Improvement Plan; and

WHEREAS, as part of the infrastructure design process for the Improvements, a June 2022 National Guard Booster Station and Reservoir Predesign Report, G&O #21522, (“June 2022 Predesign Report”) was prepared and submitted to DOH for review and approval; and

WHEREAS, prior to DOH’s approval of the June 2022 Predesign Report, the June 2022 Predesign Report must be incorporated into a Capital Improvement Plan that is part of the City-approved WSP; and

WHEREAS, the June 2022 Predesign Report is attached hereto as Exhibit A incorporated herein by this reference; adoption of this Ordinance will amend the December 2020 WSP to include the June 2022 Predesign Report which will be referred to as Addendum No. 1 to the WSP;

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

Section 1. Amendment: Section 2 of Ordinance No. 1740 is hereby amended to read as follows:

The December 2020 Water System Plan, as prepared by Gray & Osborne, Inc. (G&O #19473), is hereby adopted, subject to approval by the Washington State Department of Health. Addendum No. 1 to the December 2020 Water System Plan attached hereto and incorporated by this reference is adopted as part of the 2020 Water System Plan. Pursuant to RCW 35A.12.140, a copy of the December 2020 Water System Plan shall be filed in the office of the City Clerk for use and examination by the public and is also available on the City's website.

Section 2. Severability: Should any section, paragraph, sentence, clause or phrase of this ordinance, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, or should any portion of this ordinance be pre-empted by state or federal law or regulation, such decision or pre-emption shall not affect the validity of the remaining portions of this ordinance or its application to other persons or circumstances.

Section 3. Effective Date: This ordinance shall be published in the official newspaper of the City, and shall take effect and be in full force five (5) days after the date of publication.

ADOPTED BY THE CITY COUNCIL OF THE CITY OF NORTH BEND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 20TH DAY OF SEPTEMBER, 2022.

CITY OF NORTH BEND:

APPROVED AS TO FORM:

Rob McFarland, Mayor

Lisa Marshall, City Attorney

ATTEST/AUTHENTICATED:

Published:
Effective:

Susie Oppedal, City Clerk

CITY OF NORTH BEND

KING COUNTY

WASHINGTON



NATIONAL GUARD BOOSTER STATION AND RESERVOIR PREDESIGN REPORT

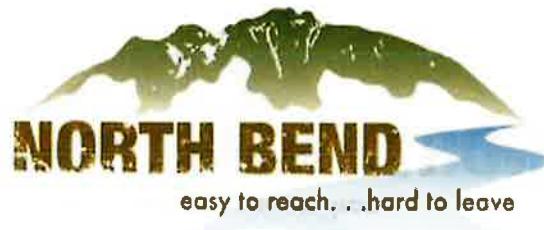
G&O #21522
JUNE 2022



CITY OF NORTH BEND

KING COUNTY

WASHINGTON



NATIONAL GUARD BOOSTER STATION AND RESERVOIR PREDESIGN REPORT



G&O #21522
JUNE 2022



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CHAPTER 1

INTRODUCTION AND BACKGROUND

OVERVIEW

The City of North Bend has contracted with Gray & Osborne to design a booster station and reservoir that will serve a proposed development, referred to as the National Guard site, located along North Bend Way near 468th Avenue SE as well as other future development along North Bend Way. The City's water system currently extends as far east as SE Tanner Road, while the City's retail service area additionally includes several parcels along North Bend Way as far east as the National Guard site at 468th Avenue SE.

PROJECT DESCRIPTION

This project will include the construction of a new booster station and water reservoir to provide water service to the National Guard site and other nearby areas that are not currently served by the City but are within the City's water retail service area.

The National Guard site is part of a larger development that is currently under design by a developer. Development of the site will require extending water service from the existing water system including the construction of a new booster station and piping to the area, as well as other improvements. The project will be bid and constructed by the developer using plans and technical specifications prepared by Gray & Osborne and design details documented in this report.

During normal service, the reservoir will provide the pressure and storage needs of the 799 Zone, but the booster station will be designed to provide water to the zone as a closed zone in the event that the reservoir must be taken offline for maintenance.

The new booster station will be located on North Bend Way to the west of SE Tanner Road. This location has already been determined by the City and the developer. It will connect to a 16-inch pipeline that is currently being constructed to serve an adjacent property, referred to as the Dahlgren development. From the booster station site, water will be conveyed to the National Guard site via a new 16-inch water main that is currently being designed by the developer.

Figure 1-1 includes a map indicating the location of the City's existing water system and the proposed developments described in this report.

PROJECT NEED AND PURPOSE

Some of the planned developments, including the National Guard site are at an elevation that cannot be adequately served by the City's existing water system. Additional infrastructure is required to provide service to this area, which is still located within the City's retail service area.

During the initial consideration of the booster station project, the City identified higher demand potential within the area that would be served by the booster station. The high demand and higher fire flow requirements would necessitate additional capacity within the water system or additional improvements within the 799 Zone. This report describes water service options that were considered and evaluated using the City's hydraulic model, which could provide service to the proposed developments. Adequacy of water service is evaluated based on the requirements and recommendations of the Washington State Department of Health (DOH), which regulates water systems in the state.

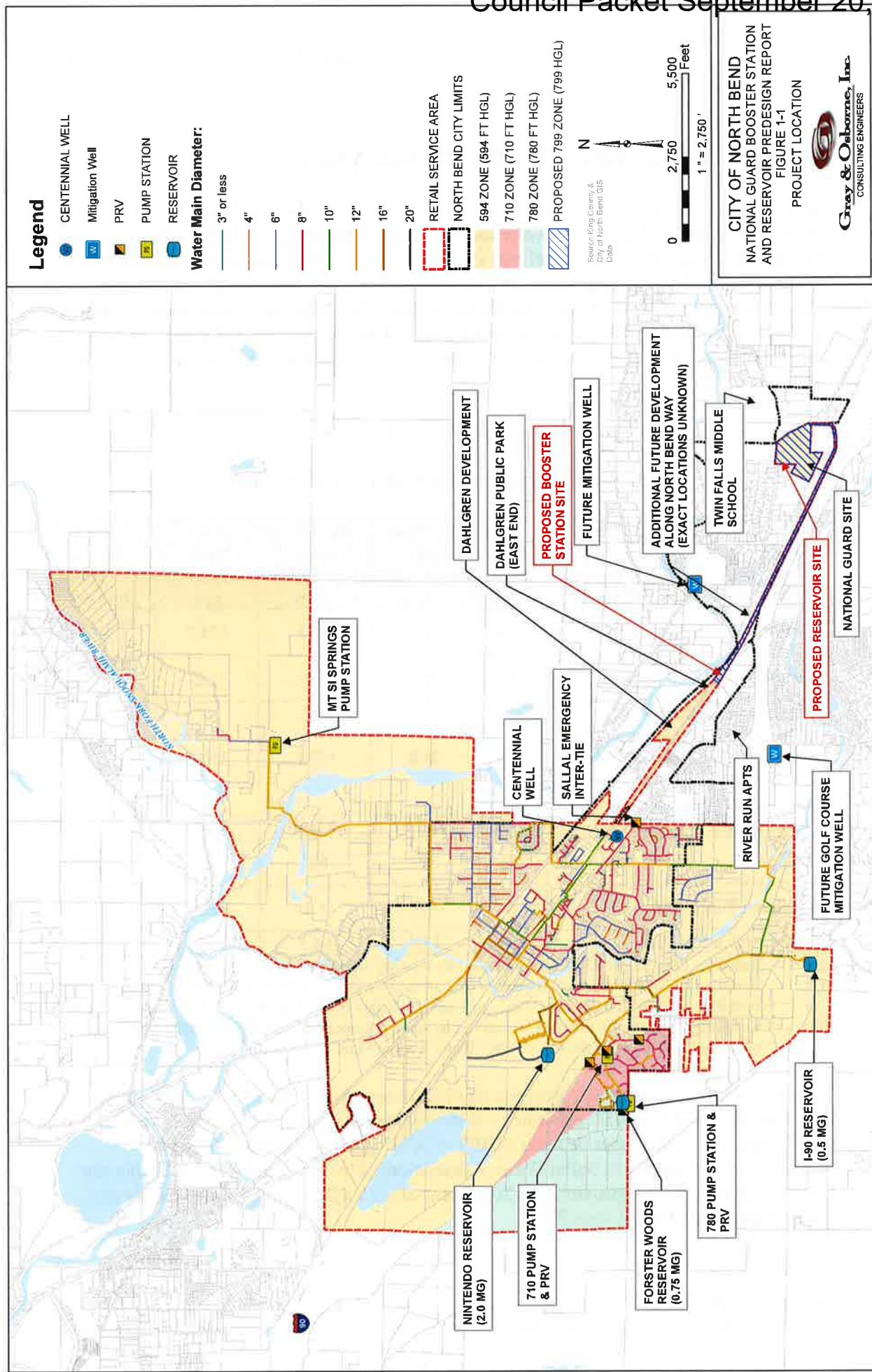
This project will construct the necessary improvements required to provide service to the National Guard site and other future developments in the vicinity, which are located within the City's water service area but are unable to be supplied by the City's existing system. The booster station and reservoir will create a 799 Zone and have been designed to provide service to this area in accordance with DOH reliability requirements.

PLANNING CONSIDERATIONS

NATIONAL GUARD ZONE TOPOGRAPHY AND CHARACTERISTICS

Elevation within the National Guard site parcel ranges from a low of approximately 660 feet near North Bend Way to a high of approximately 710 feet at the northeast corner of the parcel, according to King County's online GIS data. The highest elevation water services within the City's existing 594 Zone are at an elevation of 475 to 478 feet, and pressures at these services are at most 50 psi if the City's reservoirs are full. A development currently under construction along North Bend Way, the Dahlgren development, has a high elevation of 508 feet. This is the highest feasible service elevation for the City's existing 594 Zone configuration, as higher elevations would have inadequate service pressures.

All areas to the east of the Dahlgren development along North Bend Way are situated at a higher elevation, above 510 feet. Elevation along North Bend Way between SE 468th Street and the National Guard site increases steadily moving from west to east, from 510 feet to 680 feet at 468th Avenue SE.



MINBEND21522_National Guard Water Booster and Reservoir BISMAP101_E01_Project Location.mxd

PROJECTED NATIONAL GUARD DEMANDS

The size of the developments, as estimated by the City, and the anticipated water use for each are included in Table 1-1. Water use is estimated based on Equivalent Residential Units (ERUs), and one ERU is defined as the amount of water used by a typical single-family residence in one day. The City's 2021 Water System Plan (WSP) determined a per-ERU water usage of 158 gallons per day (gpd). The Dahlgren development is located to the west of the booster station and will be served by the existing 594 Zone, while the other developments will occur east of the booster station within the proposed new, higher zone.

TABLE 1-1
New Developments and Water Use Estimates

Development	ERUs	Average Day Demand⁽¹⁾ gpm	Maximum Day Demand⁽²⁾ gpm	Peak Hour Demand⁽³⁾ gpm	Elevation Range
National Guard 35-acre site	398	43.7	87.3	174.7	660 ft to 710 ft
National Guard Public Park	5	0.5	1.1	2.2	700 to 710 ft
Additional Development (Cherise Cooper Urban Village, Commercially Zoned Parcels along North Bend Way, River Run, Elementary School)	718	78.8	157.6	315.1	500 ft to 700 ft
Total within 799 Zone	1,121	123.0	246.0	492	
Dahlgren	225	32 ⁴	63 ⁴	126 ⁴	490 ft to 510 ft
Dahlgren Public Park	5	0.5	1.1	2.2	490 ft to 510 ft
Total within 594 Zone	230	32.5	64.1	248.2	

(1) Based on 158 gpd per ERU, as established by the City's 2021 Water System Plan.

(2) Based on an MDD:ADD peaking factor of 2 as established by the City's 2021 Water System Plan.

(3) Based on a PHD:MDD peaking factor of 2 as established by the City's 2021 Water System Plan.

(4) Established in a previous fire flow analysis by Gray & Osborne dated July 12, 2019, which used planning numbers from the City's prior Water System Plan.

These developments would represent a significant increase in the City's overall water demand. By 2040, the WSP estimates a system-wide maximum day demand (MDD) of 1,933 gpm and a peak hour demand (PHD) of 3,767 gpm (including anticipated wholesale water supply to Sallal Water Association). The estimated water use from the new developments is approximately 20 percent of the total projected water use for the system estimated for the year 2040.

Additionally, the City is aware of a potential future elementary school that would be constructed adjacent to the existing Twin Falls Middle School (parcel number 1823099046). This location is outside of the City's current water service area. The elevation in this area ranges from 710 feet to 760 feet. The 799 Zone reservoir will be designed to provide water for a maximum service elevation of 710 feet, and an overflow elevation of 799 feet is proposed. Therefore, pressures at the potential school site would range from 11 psi to 37 psi with the reservoir full. These pressures are not adequate to meet the DOH standards, so service to the existing middle school and future elementary school would need to be provided via an additional higher zone. This could be a closed zone supplied by a separate booster station from the new high zone, or the school service area could be supplied with an additional storage tank at a higher elevation. The design of this future infrastructure is not discussed further in this report.

PROJECTED NATIONAL GUARD ZONE STORAGE NEEDS

The estimated storage needs for the proposed reservoir are discussed below, based on the anticipated demands within the 799 Zone noted in Table 1-1.

EFFECTIVE STORAGE

The effective storage capacity is the capacity of the reservoir that is reliably available and is capable of being withdrawn from the reservoir at the rates and pressures required for water use purposes. For this proposed reservoir, the effective storage includes the remaining volume of the reservoir after the exclusion of the operational and dead storage volumes.

It is assumed that the highest service elevation within the 799 Zone may be as high as 710 feet. The volume of the reservoir below an elevation of 757 feet is considered dead storage, as this elevation is necessary to provide 20 psi at a service elevation of 710 feet.

DEAD STORAGE

Dead storage is the volume of stored water that is not available to all customers at the minimum design pressure in accordance with WAC 246-290-230(5) and (6). Dead storage is excluded from the volumes provided to meet the other storage requirements. WAC 246-290-230(5) and (6) require that a minimum of 30 psi be maintained system wide under peak hour demand conditions (equalization storage depleted) and that 20 psi be maintained system wide under maximum day demand plus fire flow conditions (equalization and fire suppression storage depleted). As noted, the top of the dead storage volume is at an elevation of 757 feet, assuming service elevations in the 799 Zone of up to 710 feet.

OPERATIONAL STORAGE

Operational storage is the volume of the reservoir devoted to supplying the water system while under normal operating conditions. This volume is set by City operations staff, or by hydraulic modeling to determine complete mixing, and is dependent upon the sensitivity of the reservoir water level sensors and the tank configuration necessary to prevent excessive cycling of source pump motors. Operational storage is in addition to other storage components, thus providing a factor of safety for equalizing, standby, and fire suppression components.

It is assumed that the reservoir will have an operating band of 8 feet.

EQUALIZING STORAGE

Equalizing storage is typically used to meet diurnal demands that exceed the average day and maximum day demands. The volume of equalizing storage required depends on peak system demands, the magnitude of diurnal water system demand variations, the source production rate, and the mode of system operation. Sufficient equalizing storage must be provided in combination with available water sources and pumping facilities such that peak system demands can be satisfied. The equalizing storage volume is equal to the peak hour demand based on the formula below.

$$V_{ES} = (PHD - Q_s) (150 \text{ minutes})$$

V_{ES} = Equalizing storage component (gallons)

PHD = Peak hourly demand (gpm)

Q_s = Total source of supply capacity, excluding emergency sources (gpm)

Equalizing storage for the proposed reservoir is assumed to be zero, as the booster pump will be sized to provide the anticipated peak hour flow of the zone, estimated at 492 gpm, as noted in Table 1-1.

STANDBY STORAGE

Standby storage is provided in order to meet demands in the event of a system failure such as a power outage, an interruption of supply, or a break in a major transmission line. The amount of standby storage should be based on the reliability of supply and pumping equipment, standby power sources, and the anticipated length of time the system could be out of service. The standby storage volume is equal to the maximum day demand of the zone, which is estimated at 355,000 gallons.

Although the standby storage volume is intended to satisfy the requirements imposed by system customers for unusual situations and is addressed by WAC 246-290-420, DOH recommends that a standby storage volume be at least 200 gallons/ERU. The calculated standby storage for the 799 Zone is based on a per-ERU usage of 317 gallons per day.

FIRE FLOW STORAGE

Fire suppression storage is provided to ensure that the volume of water required for fighting fires is available when necessary. The amount of water required for firefighting purposes is specified in terms of rate of flow in gallons per minute (gpm) and an associated duration. Fire suppression storage equals the fire flow rate times the fire flow duration. Fire flow must be provided while maintaining a residual water system pressure of at least 20 pounds per square inch (psi) throughout the water system.

Fire suppression storage is calculated using the following equation:

$$FSS = (FF)(t_m)$$

FSS = Required fire suppression storage component (gallons)

FF = Required fire flow rate, as specified by fire protection authority (gpm)

T_m = Duration of FF rate, as specified by fire protection authority (minutes)

The reservoir would provide adequate storage for fire suppression and for the maximum day and peak hour demands within the zone. The required fire flow of 2,500 gpm for 2 hours results in a fire suppression storage volume of 300,000 gallons. The proposed booster station will have one high flow pump with a capacity of 1,910 gpm, providing some redundancy to the fire suppression storage in the reservoir.

ALTERNATIVES CONSIDERED

Several alternatives were considered to serve the new, higher zone with water from the City's system. The source and supply alternatives include a booster pump alone or a combination of a booster pump and reservoir, while several sizes of transmission main and options for additional system looping were also considered.

SOURCE AND STORAGE ALTERNATIVES

Booster Pump to a Closed Zone

The future booster station is proposed to be located near the east end of the Dahlgren development at an elevation of approximately 512 feet. The location of the booster station has already been determined at this point by the City and the developer. The capacity and configuration of the booster station are discussed in Chapter 2 of this report, under the assumption that a reservoir, as described in this chapter, will also be constructed.

If the booster station is the sole source for the 799 Zone with no additional storage in the zone, it would need to be able to provide the required fire flow of 2,500 gpm in addition to the MDD of the 799 Zone, for a total peak flow of nearly 2,800 gpm. This high flow

would need to be provided while a residual pressure of 20 psi is maintained throughout the system to meet the DOH requirements. The length of the proposed 16-inch water main extension along SE North Bend Way would cause substantial head loss, even if the main is a larger diameter. This head loss combined with the elevation of the Dahlgren development is the main constraint in maintaining 20 psi throughout the system.

Under the projected 2040 system-wide MDD (as established in the WSP), it is not possible to provide the necessary fire flow while a residual of 20 psi is maintained at the intake side of the booster station if the new main is 16 inches. In order to maintain 20 psi at the booster station, a 24-inch diameter pipe along SE North Bend Way is required, and the Centennial Well must operate at a flow rate of 2,400 gpm. The well has a maximum yield of 2,500 gpm, and currently it must be operated manually to supply high flow rates. The well currently produces 1,100 gpm during normal, automatic operation.

The booster station alone may be unable to supply adequate flow to the National Guard site before additional storage is constructed. The total flow that the booster station can supply with a 16-inch main extension along SE North Bend Way and a well production of 1,100 gpm is 1,270 gpm, if a 20 psi residual is to be maintained system-wide. If the National Guard facility is the only development in the 799 Zone (prior to any additional development), 88.4 gpm is required to satisfy MDD (per Table 1-1), leaving a remainder available for fire flow of about 1,180 gpm. Once the full development occurs in the 799 Zone, the available fire flow is reduced to approximately 1,030 gpm, as the flow required to supply MDD within the zone is increased.

The total flow that the booster station can supply with a 16-inch main along SE North Bend Way and well production increased to 2,500 gpm is 1,910 gpm while a 20 psi residual is maintained. If 88.4 gpm is required to satisfy MDD at the National Guard facility (per Table 1-1), the remaining flow available for fire flow is about 1,820 gpm. In this case, once the full development occurs in the 799 Zone, the available fire flow is reduced to approximately 1,670 gpm as the flow required to supply MDD within the zone is increased.

Table 1-2 includes a summary of the various system conditions modeled for the booster station scenario and the resulting fire flow available at the National Guard facility.

TABLE 1-2

Summary of Modeling – Booster Station Only

Configuration	Pipe Size Along East North Bend Way	Looping Along SE Cedar Falls Road	Centennial Well Flow	Fire Flow at National Guard Facility ⁽¹⁾
Booster Station Only	16-inch	None	1,100 gpm	1,030 gpm
			2,500 gpm	1,670 gpm
		12-inch	2,500 gpm	2,010 gpm
	24-inch	None	1,100 gpm	1,470 gpm
			2,400 gpm	2,510 gpm
			2,500 gpm	2,520 gpm
		12-inch	2,500 gpm	2,530 gpm

(1) Assuming all development noted in Table 1-1 is constructed.

In addition to the described hydraulic constraints, a closed zone requires more redundancy in design and operation since the booster station is relied upon to provide flow under all demand conditions. In contrast, an open zone relies on the booster station for supplying water to the zone but continuous pressure and fire flow can be supplied by gravity from the reservoir.

A closed zone supplied only by the booster station with no storage in the zone may result in more uneven service pressures during average day demands. The cycling of the booster station could result in variable pressures depending on the booster station flow and the demand within the zone. An open zone with a reservoir can supply more even system pressure that will fluctuate primarily based on the operational level of the reservoir, which is usually several feet.

Additionally, a booster station alone may require a larger diameter main along East North Bend Way, depending on the need to maintain a specific residual pressure at the booster station location. If the booster station must maintain 20 psi during a fire flow supplied to the 799 Zone, the main along East North Bend Way between the Centennial Well and the booster station may need to be 24 inches in diameter. This option would additionally require the Well to operate near or at its maximum flow rate of 2,500 gpm to provide adequate fire flow.

For the reasons described above, the booster station is not recommended to be installed alone to create a closed zone. It is recommended that a storage reservoir be constructed either at the same time, or shortly after the booster station is constructed, but before the anticipated development in the 799 Zone occurs.

Booster Station and Reservoir

It is recommended that a reservoir be constructed near the high point within the National Guard property to establish the new high zone. The reservoir would provide adequate storage for fire suppression and for the maximum day and peak hour demands within the zone. The required fire flow of 2,500 gpm for 2 hours results in a fire suppression storage volume of 300,000 gallons.

The high point on the parcel is at an elevation of 710 feet, according to King County's online GIS data and it is assumed that this elevation will be the highest service. A minimum service pressure of 30 psi during peak hour demand should be maintained at this elevation. The water level required to provide this pressure is 69 feet, or an elevation of 779 feet. The pressure at the bottom of the fire suppression storage volume is required by DOH to be 20 psi, which would be a water level of 46 feet (elevation 756 feet). In order to reliably maintain 20 psi at the bottom of the reservoir, the minimum elevation should be set a few feet higher to account for head losses caused by high flows from the reservoir so for this analysis, elevations of 782 and 759 are used for the limits of 30 and 20 psi, respectively.

The minimum elevation in the 799 Zone is approximately 512 feet, near the proposed booster station. The new reservoir will result in pressures over 100 psi at the lower end of the zone. This could be mitigated by creating a smaller, lower zone with a pressure reducing valve (PRV) station, or by providing individual PRVs at developments in the lower elevation portion of the 799 Zone.

The reservoir would provide additional improvement to areas in the 594 zone to the west of the booster station, including the Dahlgren development, with the construction of a PRV station near the booster station. During high flow events within or near the Dahlgren development, flow can be supplied from the new reservoir via the PRV in addition to flow supplied from the main system.

Table 1-3 includes a summary of the various system conditions modeled for the booster station and reservoir configuration and the resulting fire flow available at the National Guard facility.

TABLE 1-3**Summary of Modeling – Booster Station and Reservoir**

Configuration	Pipe Size Along East North Bend Way	Looping Along SE Cedar Falls Rd	Centennial Well Flow	Fire Flow at National Guard Facility ⁽¹⁾
Reservoir (storage only)	16-inch	None	1,100 gpm	2,540 gpm
Booster Station and Storage	16-inch	None	1,100 gpm	4,200 gpm

(1) Assuming all development noted in Table 1-1 is constructed.

If a reservoir is constructed in addition to the booster station, a 16-inch diameter main along East North Bend Way from the Centennial Well site to the National Guard facility would be sufficient to supply the required 2,500 gpm fire flow to the National Guard site. A larger size of pipe would not be necessary if storage is constructed in the higher zone, as pressure within the zone would be maintained by the storage elevation. This option would not require additional improvements to the Centennial Well site, and the well could continue to operate at its current, usual flow rate of 1,100 gpm.

Centennial Well Considerations

The Centennial Well is the City's primary source that would provide water to the new developments. The well is currently operated typically at a flow of 1,100 gpm, which is adequate for the existing system. The well pump can be operated at up to 2,500 gpm if necessary, though this results in high pressures at the well site. The Dahlgren extension includes a 16-inch connection to the well piping at the City's public works shop site, which should allow for higher well flows without overpressurizing the well area. Additionally, the well pump are not equipped with variable frequency drives (VFDs), and so the pump need to be manually adjusted to provide higher flows. The 2021 WSP includes a VFD to be installed on the Centennial Well.

The well production capacity was modeled at different flow rates to provide higher flows to the future booster station and the 799 Zone. If the booster station is relied upon to provide all flow to the 799 Zone, including fire suppression flow, it would be necessary to improve the well with a VFD on the pump. This would allow the well to supply the maximum flow of up to 2,500 gpm to the system when needed without manual operation. A rate of or near 2,500 gpm would be necessary to provide fire flow to the 799 Zone if the zone is configured as a closed zone without storage.

With the construction of the reservoir, the well flow would not need to be increased, as the reservoir would provide storage to supply high flows to the 799 Zone. The well could continue to operate at 1,100 gpm without the need for a VFD on the pump.

REGULATORY REQUIREMENTS

WASHINGTON STATE DEPARTMENT OF HEALTH

Project Report

The Washington Administrative Code (WAC) Section 246-290-100 requires the submittal of a project report, subject to DOH approval for any new water system, water system extension, or improvement not covered by categorical exemption. This report is intended to fulfill the project report requirements. WAC 246-290-120 requires submittal of complete project construction documents, also subject to DOH approval. Construction documents will be prepared and submitted to DOH after completion and approval of the project report.

The project description for this reservoir is not included in the City's 2021 WSP as it was not considered by the City until recently.

Construction Documents

Per WAC 246-290-120, Construction Documents must be submitted to the Department of Health for review and approval prior to constructing modifications or additions to a water system. Plans and specifications will be submitted to the Department of Health prior to beginning construction of the project.

WASHINGTON STATE DEPARTMENT OF ECOLOGY

Stormwater General Permit

Washington State Department of Ecology requires construction site operators to be covered by a Construction Stormwater General Permit if they are engaged in clearing, grading, and excavating activities that disturb one or more acres and discharge stormwater to surface waters of the state. Smaller sites may also require coverage if they are part of a larger common plan of development that will ultimately disturb 1 acre or more. Operators of regulated construction sites are required to develop stormwater pollution prevention plans; implement sediment, erosion, and pollution prevention control measures; and obtain coverage under the general permit. It is likely that a new reservoir project would disturb less than an acre; however, this project is part of the larger development of the National Guard facility so a CSWGP will likely be required.

CITY OF NORTH BEND

The City of North Bend has a number of permitting requirements. The following appear to be the City permitting requirements for this project.

Gray & Osborne, Inc., Consulting Engineers

SEPA

The State Environmental Policy Act (SEPA) requires all governmental agencies to consider environmental impacts of a proposal before making a decision to construct a project. A SEPA checklist can identify any potential environmental impacts of a project. A SEPA checklist was prepared as part of this project and is included in Appendix A of this predesign report.

Development Permit Process

The City's development permit process is outlined in Chapter 20.02 of the City's Municipal Code. The City requires the applicant to schedule a preapplication conference with the department of community and economic development prior to submittal of an application. The preapplication meeting involves discussion of the nature of the proposed development, application and permit requirements, fees (including specific fees, estimated additional fees (if any), and required deposits), review process and schedule, and applicable plans, policies and regulations.

Following the preapplication meeting, the development permit may be submitted including the City's master form, site plans, and the required fee. Within 28 calendar days, the City will provide determination of the application's completeness and identify any missing information. Within 10 calendar days of this determination, the application is distributed to any relevant agencies and City departments for review and comment, which shall have 10 business days to review and provide comments.

Once a final decision has been made regarding the permit application, a notice of decision will be distributed to the application, the property owner, and other parties of record.

Critical Areas Review

Critical area review is completed through the Development Permit Process, in accordance with NBMC Chapter 14.05. A critical areas study and report is required at the discretion of the community and economic development department director.

Site Grading Permit

Per NBMC Section 19.10.030, no changes shall be made in the surface of any land by clearing, grading, filling, or drainage alteration, and no significant trees shall be removed in the city without a valid clearing and grading permit from the city engineer, or without a written permit exemption. The approved permit expires one year after issuance.

Building Permit

Per NBMC Section 15.02.290, a building permit is required for the erection, alteration, demolition, and moving of buildings, structures, and building service equipment. The applicant must submit a permit application including construction documents to the building official, who is responsible for reviewing the materials and issuing the permit. Building permits expire two years after issuance.

CHAPTER 2

BOOSTER STATION DESIGN

INTRODUCTION

The objective of the booster pump station (BPS) is to provide water to the City of North Bend's proposed National Guard site development and potential future developments in the area which will be located within the City's water service area but would be unable to be supplied by the City's existing system. The proposed developments will require the creation of a new pressure zone and reservoir to be supplied by the new BPS. The BPS will provide adequate and resilient water pumping facilities that protect the quality of water in the distribution system while delivering needed supply over a wide range of operating conditions.

These objectives will be achieved by following the *design criteria* as defined by the Washington State Department of Health (DOH) in its 2019 Water System Design Manual (Manual), Chapter 8. The Manual states specific criteria for pressures, flows, reliability, and controls. Some of the criteria are mandatory while some are recommended. The new National Guard BPS will be designed to meet the Manual's required criteria. The new BPS design will need to be submitted to the DOH for approval prior to construction and connection to the distribution system.

BOOSTER STATION DESIGN CRITERIA

The new BPS and reservoir are important components of the necessary water system improvements required to provide water service to the National Guard site and future developments. The new pressure zone will operate as an open zone under normal operating conditions with the new BPS supplying water to the 799 Zone and the reservoir. The 799 Zone will operate as a closed zone in the rare events when the reservoir is offline for maintenance or repairs. The new BPS will be designed to meet open zone DOH criteria and designed to function during the closed zone scenario.

The main objectives of the proposed BPS will be the following:

1. Provide adequate water supply to the 799 Zone meeting both projected daily and fire flow demands while meeting all DOH open zone requirements for flows, pressure, and reliability within the 799 Zone, at the new BPS, and within the supplying zone.
2. Provide adequate water supply to the 799 Zone during the closed zone scenario when the reservoir is offline. The BPS will be equipped with necessary appurtenances, instrumentation, and telemetry to accomplish this.

3. Provide an easily accessible and maintainable facility accommodating pump removal and general facility maintenance and repairs.

PUMP CRITERIA

In order to select the new BPS pumps, several details needed to be analyzed including the design flow, total dynamic head (TDH), motor size and controller, pump style, and preliminary pump selections. Once design flows were selected, they were combined with the minimum and maximum TDHs to obtain the design points. Each TDH was combined with flows ranging from zero to the design point and beyond creating the system curves. The system curves were overlaid with potential manufacturer pump curves to determine the best fit. Different types of motors were considered to see if one type or another would work best to meet the design points.

During the process of working through these design details, notable challenges presented themselves and are as follows:

- Managing the variations in TDH due to the supplying zone (suction side) pressure variations and constraints identified in the hydraulic modeling. These pressure variations are due to Centennial Well (source water) flow variation scenarios and flow constraints governed by maintaining minimum supply zone pressures as defined by DOH.
- Managing the wide range of flow demands of the 799 Zone including daily and fire flow demands.

Pump Flows and Quantity of Pumps

The selection of design flows was governed by fire flow demands, the anticipated water demands for the new developments, and the limitations of the water system identified during hydraulic modeling as discussed in Chapter 1. The quantity of pumps was decided by following the Manual's requirements for open system booster pump station sizing guidelines, and taking into consideration, the closed system guidelines. Under normal operating conditions, the BPS will pump to an open zone with a reservoir. When the reservoir is taken offline for maintenance or repairs, the BPS will pump to a closed zone and be the zone's sole source of water.

According to the Manual, booster stations that pump to an open zone must have the capacity to pump the maximum day demand (MDD) of the pressure zone and any sequential zones served with all pumps in service and to meet average day demand (ADD) with the largest pump out of service. Booster stations pumping to a closed zone must have the capacity to pump the peak hour demand (PHD) with the largest capacity booster pump out of service and must meet fire flow (FF) demand with the largest capacity booster pump out of service.

In an open system scenario when the reservoir is online, BPS flows can be combined with reservoir flows to meet FF demand, or the reservoir itself can provide all of the FF. As discussed in Chapter 1 and shown in Table 1-3, FF demand can be met in an open system scenario with the Centennial Well operating at its current normal flow of 1,100 gpm and the BPS supply 1,270 gpm to the 799 Zone. Under this scenario 1,270 gpm is the maximum the BPS can supply to the 799 Zone while maintaining minimum pressures in the supplying zone. The new BPS will be designed to meet this flow rate as one of its design point flows.

In a closed system scenario when the reservoir is offline, the BPS would be capable of delivering 1,270 gpm to the 799 Zone. At build-out under closed zone criteria, only 1,024 gpm is available for FF demand with 246 gpm reserved for MDD. If the Centennial Well's flow rate is increased to its capacity of 2,500 gpm (as is planned in current WSP), the new BPS could deliver approximately 1,910 gpm to the 799 Zone leaving 1,664 gpm for FF demand when subtracting out MDD at build-out. Both of these are less than what would be required in a closed zone scenario. However, since the 799 Zone has a reservoir, it is considered an open zone and the BPS pumps alone do not need to meet 2,500 gpm. However, to maximize BPS capacity, the large pump will be sized to meet both 1,270 gpm and 1,910 gpm. Currently, the Centennial Well can be increased to its capacity through manual adjustments and could be done more easily if the Well was equipped with a VFD motor controller. Considering the fact that upgrading the Centennial Well's motor controllers to a VFD is in the current WSP, providing BPS pumps meeting these flows is reasonable.

In general, there are two different flow scenarios that need to be covered – low and high flow. Low flow scenarios ranges from the ADD, MDD, to the PHD. The high flow scenarios are the maximum BPS capacities based on Centennial Well output. These flow scenarios can be met with two sizes of pumps.

Small pumps will provide ADD, MDD, and PHD. One large pump will be sized to provide 1,910 gpm. Since the BPS is not required to meet closed zone criteria, only one large pump will be provided. The large BPS pump would operate with a VFD motor controller to allow flow rates to be decreased to 1,270 gpm. 799 Zone system demand and design pump flows are summarized in Table 2-1.

TABLE 2-1

Summary 799 Zone Demands and Pump Flows

	Pump Design Flow, gpm	Average Day Demand (ADD), gpm	Maximum Day Demand (MDD), gpm	Peak Hour Demand (PHD), gpm	Fire Flow Demand (FF), gpm
Total Flow Demands Within 799 Zone		123.0 ⁽¹⁾	246.0 ⁽²⁾	492 ⁽³⁾	2,500 ⁽⁴⁾
One Low Flow Pump Design Flow	150 & 250 with VFD	Meets Demand	Meets Demand		
Two Low Flow Pumps Design Flow	500			Meets Demand	
One High Flow Pump Design Flow	1,270 & 1,910 with VFD				Not Required to meet demand ⁽⁵⁾

(1) Requirement for open zone with largest pump out of service.

(2) Requirement for open zone with all pumps in service.

(3) Requirement for closed zone with largest pump out of service.

(4) Requirement for open and closed zone with largest pump out of service.

(5) The 799 Zone is considered open and FF can be met with reservoir alone or combined with booster pumps.

Total Dynamic Head

TDH consists of static head (discharge water level minus suction water level), minor losses (fittings, bends, etc.), and pipe friction losses. To estimate the static head multiple scenarios were considered. Both the supply pressure from the 594 Zone and the discharge pressure to the 799 Zone will fluctuate depending on water levels in each zone's reservoirs and Centennial Well flow rates. Both open and closed system scenarios were examined. To cover the entire range of possible TDHs, two minimum and maximum TDHs were calculated – one open and closed zone minimum TDH and one open and closed zone maximum TDH.

To estimate the supply side TDH, operational conditions of the 594 zone reservoir and Centennial Well, and DOH minimum supply pressure constraints were input to the hydraulic modeling software. Centennial Well flow rates were varied to examine its impacts to the system. To estimate discharge side static heads, King County GIS data was used to estimate the elevation of highest potential water service in the 799 Zone. With this elevation, the new reservoir overflow water surface elevation (WSE) was selected as discussed in previous and subsequent chapters. The low WSE of the new reservoir was selected based on maintaining minimum DOH pressure in the 799 Zone.

To estimate minor and pipe friction losses, a combination of hydraulic modeling was used. Within the BPS building, minor losses were calculated using Cameron Hydraulic Data "k-values" specific to each pipe bend or fitting multiplied by the velocity head term

of the Bernoulli Equation, $v^2/(2g)$. Pipe friction losses were calculated using the Hazen-Williams equation with a C-value specific to each pipe material. Hydraulic modeling software was used to estimate the losses in the suction and discharge piping outside of the BPS.

System Curve

System curves were developed plotting a range of flows from zero to the max design flow (1,910 gpm) and beyond against corresponding TDHs. System curves were created for the minimum and maximum TDHs for both the open and closed system scenarios creating minimum and maximum system curves representing the operating range the pumps would need to meet. The system curves were overlaid with various pump curves to determine the pump best fit.

Design Points

Combining the above information, the following are a summary of the design points and how they were selected.

- Design Point 1. According to the DOH Manual, ADD needs to be met in an open zone scenario with the largest pump out of service. However, as seen in Figure 2-1, the closed zone scenario with the Centennial Well at 2,500 gpm has a lower system curve than the open zone scenarios. Although not a requirement, ADD on this system curve was selected as a design point to prevent excessive starting and stopping of the pump or excessive flow through the bypass piping. This design point will be met with one small pump.
- Design Point 2. This design point meets DOH requirements to meet MDD in an open zone scenario. This design point will be met with one small pump.
- Design Point 3. This design point meets DOH requirements to meet PHD in a closed zone scenario with the largest pump out of service. This design point will be met with two small pumps.
- Design Point 4. This design point was identified in the hydraulic analysis as the maximum flow rate the new BPS is capable of providing to the 799 Zone if the Centennial Well is operated at its current flow rate of 1,100 gpm.

- Design Point 5. This design point was identified in the hydraulic analysis as the maximum flow rate the new BPS is capable of providing to the 799 Zone if the Centennial Well is operated at its maximum flow rate of 2,500 gpm. For good measure, this design point was selected to meet the upper system curve to account for any uncertainties in the modeling.

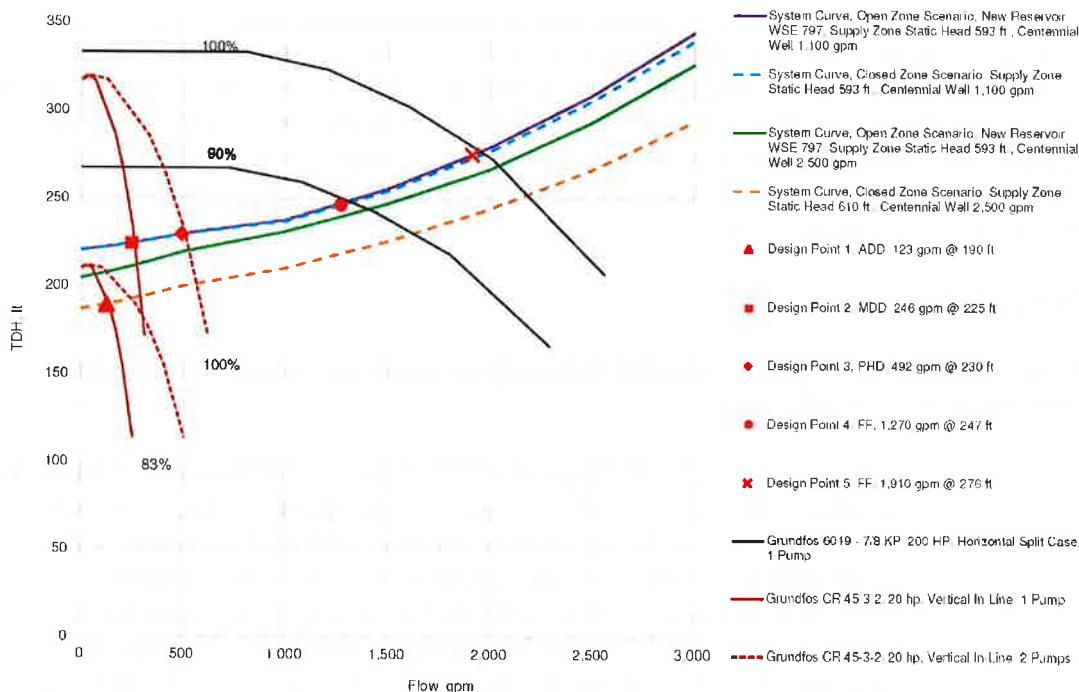


FIGURE 2-1
System and Preliminary Pump Curves

Pump Motor Control

The BPS pumps will be equipped with VFD motor controllers. The VFD will allow the pumps to ramp between approximately 50 percent and 100 percent speed to match the flow and pressure requirements of the 799 Zone. The VFD will communicate with the PLC which will monitor amperage, speed, pressure, and flow to ensure that the pumps are operating at the specified design points.

Pump Type

Horizontal split-case pumps are single stage, non-self-priming, efficient through a wide range of flows, require a low net positive suction head (NPSH), and are easy to maintain due to the axially split casing side-by-side motor-casing layout. Horizontal split-case pumps have an inline suction and discharge making booster station piping layout

convenient, although the side-by-side motor-casing layout requires more space than other pump types. They have “flat” curves meaning the pumps would require either pump control valves or VFDs to meet the head variations between the operating scenarios.

End-suction centrifugal pumps have similar pump characteristics to horizontal split-case pumps in that they generally have “flat” curves and low NPSH requirements. They are a common style of pump and are generally easy to find replacements and parts. End-suction pumps require stacking the header and discharge piping because of the configuration of the pump.

Vertical in-line pumps have the motor mounted vertically on the casing. Similar to an HSC they are single stage, non-self-priming, efficient through a wide range of flows, require a low net positive suction head (NPSH). Their vertical orientation make them ideal for physical space efficiency, however, require special pump removal considerations due to their vertical orientation which require a higher building roof to accommodate the pump removal trolley or a roof hatch for removal with a crane.

Preliminary Pump Options

TABLE 2-2

Preliminary Pump Options – Small Pumps

Small Pumps @ Design Point 2 (246 gpm @ 224 ft TDH)

Manufacturer	Model	Style	Speed	Pump Eff.	Motor	Cost
Aurora	420-2.5x3x12A	Horizontal Split Case	1,800 rpm	67.3%	30 hp	\$26,000 EA
Grundfos	CR 45-3	Vertical In-Line	3,600 rpm	74.0%	25 hp	\$23,000 EA
PACO	15959 LC	Close-Coupled End Suction	3,600 rpm	72.4%	25 hp	NA

TABLE 2-3

Preliminary Pump Options – Large Pump

Large Pump @ Design Point 5 (1,910 gpm @ 272 ft TDH)

Manufacturer	Model	Style	Speed	Pump Eff.	Motor	Cost
Aurora	410-6x8x20	Horizontal Split Case	1,800 rpm	81.0%	200 hp	\$79,000 EA
Grundfos	6019-7/8 KP	Horizontal Split Case	1,800 rpm	79.0%	200 hp	\$67,000 EA
Grundfos	6019-7/8 KPV	Vertical Split Case	1,800 rpm	79.0%	200 hp	NA

Preliminary Pump Selections

The recommended pumps for this project are Grundfos vertical in-line pumps for the two smaller pumps and horizontal split-case for the large pump. The vertical in-line pumps are recommended for the smaller pumps due to the higher efficiency and smaller motor. A horizontal split-case pump is recommended for the larger pump because of their general ease of maintenance, availability, and horizontal layout which will help keep the roof of the booster station lower than a vertical oriented pump by allowing for a typical pump removal system consisting of a trolley beam and hoist where the pumps are leap-frogged over one another, and large door for loading pumps onto a truck. A large pump with a vertical orientation would require a taller building roof or a pump removal system through a hatch in the roof requiring a crane. The split coupled layout will allow for easy separation of the pump and motor since they are connected by a coupling on the shaft and are both supported on the pump base frame.

The proposed pump curves are shown with the system curves in Figure 2 and the manufacturer's pump curves can be found in Appendix B.

Pump Criteria Summary

Pump design criteria based on the preceding information is summarized in Table 2-4.

TABLE 2-4

Pump Design Criteria Summary

Parameter	Value
Pump Type	Horizontal split-case (large pumps), end-suction (small pumps)
Number of Pumps	Three; two small for daily demands, one large for high flow demands
Design Points	Design Point 1: 123 gpm @ 189 ft. Met with one small pump VFD @ 85% Design Point 2: 246 gpm @ 224 ft. Met with one small pump Design Point 3: 492 gpm @ 227 ft. Met with two small pumps Design Point 4: 1,270 gpm @ 245 ft. Met with large pump Design Point 5: 1,910 gpm @ 272 ft. Met with large pump VFD @ 90%
Motor Speed	Small pumps: 3,600 rpm, large pump: 1,800 rpm
Motor Controller	VFD on all pumps.
Motor Size	Small pumps: 25 hp, large pump: 200 hp
Proposed Pumps	Small pumps: Grundfos vertical in-line 45-3-2 Large pump: Grundfos horizontal split-case model 6019-7/8 KP

BOOSTER STATION CRITERIA

Existing Site

The existing site slopes down from the southeast to the northwest. It is covered with vegetation including several trees that will need to be removed to construct the BPS building.

Proposed Site

Site Piping

Figure 2-2 provides the site piping and site layout for the BPS.

General site piping design criteria:

- Restrained joints
- Bypass piping and PRV to move water from the 799 Zone to the 594 Zone
- PRV detection
- Electromagnetic flow meter
- Ductile iron pipe

High-Pressure Bypass

The BPS will be equipped with a 6-inch pressure relief valve and high-pressure bypass. The purpose of the valve is to prevent over-pressurization of the 799 Zone or to allow closed zone operations in conjunction with the VFD motor controllers. Over pressurization or use of the pressure relief valve could occur for several reasons including:

- A pressure surge due to sudden pump stoppage resulting from a power outage
- A water hammer is created by suddenly closing a valve or hydrant
- If the 799 Zone Reservoir is offline and the 799 Zone needs to be run as a closed system

The relief valve will be set at a specific hydraulic grade to discharge and relieve pressure through the bypass piping. Together with the VFD motor controllers, the bypass will allow the City to run the pumps and 799 Zone as a closed zone. Under this condition, the 6-inch pressure relief valve will act as a recirculating valve for the pumps and prevent the pumps from over-pressurizing the 799 Zone.

Bypass Piping and Control Valve

The proposed site piping will be equipped with bypass piping to allow flow directly from the 799 Zone to the 594 Zone through a control valve located in the BPS building. This feature will provide water to the 594 Zone in the event that a significant pressure drop occurs in the 594 Zone. The control valve will be equipped with a pressure reducing feature on the 594 Zone side and a pressure sustaining feature on the 799 Zone side to maintain upstream pressure.

Auxiliary Power

The site will be equipped with a sound reducing enclosure around an auxiliary generator capable of running the BPS. The auxiliary generator will allow the BPS pumps to run in the event of a power outage.

General generator criteria:

- Generator within BPS building
- Sound reducing design
- Automatic transfer switch

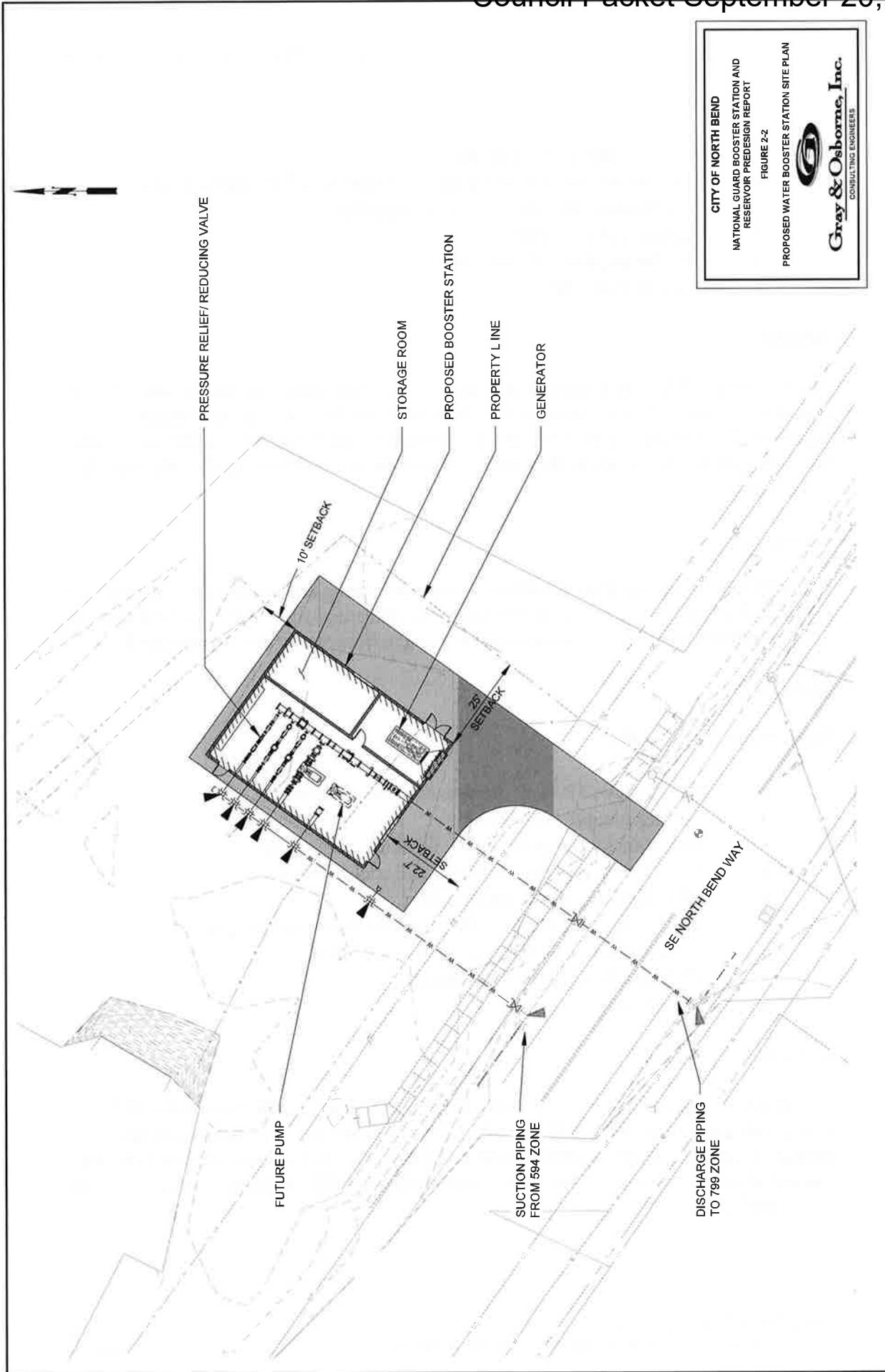
General Booster Station Building Criteria

General building criteria:

- Concrete masonry unit (CMU) split-face building
- Metal roof
- Skylights
- Discharge piping above building floor
- Ductile iron pipe
- Trolley hoist and rail system designed to lift and move pumps and motors for maintenance
- Building exit system with large doors to remove pumps and motors
- Quiet cooling and heating system
- Generally, 3 feet of clearance within building, 6 feet of clearance between motor controls and any other equipment
- Painted CMU walls and plywood ceiling
- Gutters and downspouts

General building piping design criteria:

- Restrained joints
- Disassembly joints strategically located to facilitate removal of critical equipment



CITY OF NORTH BEND
NATIONAL GUARD BOOSTER STATION AND
RESERVOIR/PREDesign REPORT
FIGURE 2-2
PROPOSED WATER BOOSTER STATION SITE PLAN
Gray & Osborne, Inc.
CONSULTING ENGINEERS

- Electromagnetic flow meter
- Pressure transducers and gauges on suction and discharge piping
- Combination air valves on suction piping
- Sample and hose bibs
- Discharge piping above floor
- Ductile iron pipe

Structural

The building will be constructed of split-face CMU, a concrete foundation, and a metal roof at a 6:12 pitch. The building will include an 8-foot high roll-up door designed to accommodate a truck bed backing into the building to allow the pump removal system consisting of an I-beam and trolley hoist to lower the removed pumps directly onto the truck bed.

HVAC

The BPS will be equipped with a 480-volt 3-phase heating and air conditioning unit. The purpose of the air conditioner is to prevent overheating of the VFDs and the motors. The unit will be designed to maintain a temperature between 60 and 85 degrees F.

Electrical

General electrical criteria:

- Site requires 480-volt 3-phase electrical power
- Surface mounted electrical
- New transformer provided by local utility provider
- UPS system for critical control and communications
- LED lighting (yard, building, interior)
- Connecting existing Blue Boy controls to instrumentation
- All telemetry they will need to sub with QCC
- PLC with HMI (both Allen Bradley)
- 300 kilowatt generator

SCADA

The BPS will be equipped with a stand-alone Programmable Logic Controller (PLC). Communication from the BPS PLC to the City's HMI will be via ethernet-cellular modem located in the BPS building main control panel. The PLC will also be Ethernet connected to the City's PLCs which will enable the BPS PLC to relay information to the City's PLCs.

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The PLC will monitor the following:

- Flow through the BPS
- Flow through the high-pressure bypass piping
- Suction pressure
- Discharge pressure
- Control valve status
- Pump status – Hand, off, auto (HOA)
- VFD speed
- Reservoir level

The PLC will control the following:

- Pump start – Pressure
- Pump start – Refresh Cycle
- Pump stop – Flow
- Pump stop – Low suction pressure
- Pump stop – End refresh cycle
- VFD motor speed based on amperage and flow

The PLC will relay the following alarms:

- Intrusion
- Smoke
- Flood
- Communication failure
- Drive fault
- Pump fail
- Motor high temperature
- Power fail (Control and 480V)
- PLC fail
- Low suction pressure
- Low discharge pressure
- High discharge pressure
- Bypass flow
- Control valve status
- Reservoir high water alarm
- Operator in trouble switch

BOOSTER STATION OPERATION

The following discusses the operation of the proposed BPS. Figure 2-3 shows the BPS mechanical plan. For purposes of the discussion, the pumps will be referenced as the following:

- Pump 1 (service) – 246 gpm pump with 25-horsepower motor and VFD motor controller
- Pump 2 (service) – 246 gpm pump with 25-horsepower motor and VFD motor controller
- Pump 3 (high flow) – 1,910 gpm pump with 200-horsepower motor and VFD motor controller

General Conditions

Under normal open zone operating conditions, Pumps 1 and 2 will be called “on” individually by the water surface elevation (WSE) of the 799 Zone Reservoir. When the reservoir’s WSE drops below 795.5 feet, Pump 1 will be called “on” and its speed ramped to 100 percent. If the reservoir continues to drop and reaches 792.5 feet, Pump 2 will be called “on” and the VFD will synchronize their speeds. If the reservoir continues to drop and reaches 788.5 feet, Pump 3 will be called “on” and Pumps 1 and 2 will be called “off.” Pump 3 will ramp its speed to 100 percent. The pumps will be called “off” when the 799 Zone Reservoir’s WSE reaches 798.5 feet (6 inches below overflow).

The WSE drop must hold for 1 minute prior to pump startup. The duration for the WSE drop can be adjusted if the station operation needs to be fine-tuned. The PLC in the BPS will be programmed to alternate the pump starts of service Pumps 1 and 2 to exercise the pumps and to even the wear on the pumps and motors.

Under closed zone operating conditions, Pumps 1 - 3 will be controlled by the discharge piping pressure transducer with pressure settings replicating the above elevations.

Bypass Piping and Control Valve

In the event of a high flow event in the 594 Zone, the bypass control valve will open allowing water to flow from the 799 Zone to the 594 Zone. The control valve will have a pressure sustaining feature on the 799 Zone side to protect the zone from losing too much pressure falling below DOH requirements. While the control valve is open, the new BPS pumps will shut “off” and/or remain off until the control valve closes preventing water from being drawn back into the 799 Zone, thus pumping in a loop. When the control valve closes and flow stops from the 799 Zone to the 594 Zone, the booster station will resume its previous operating scenario.

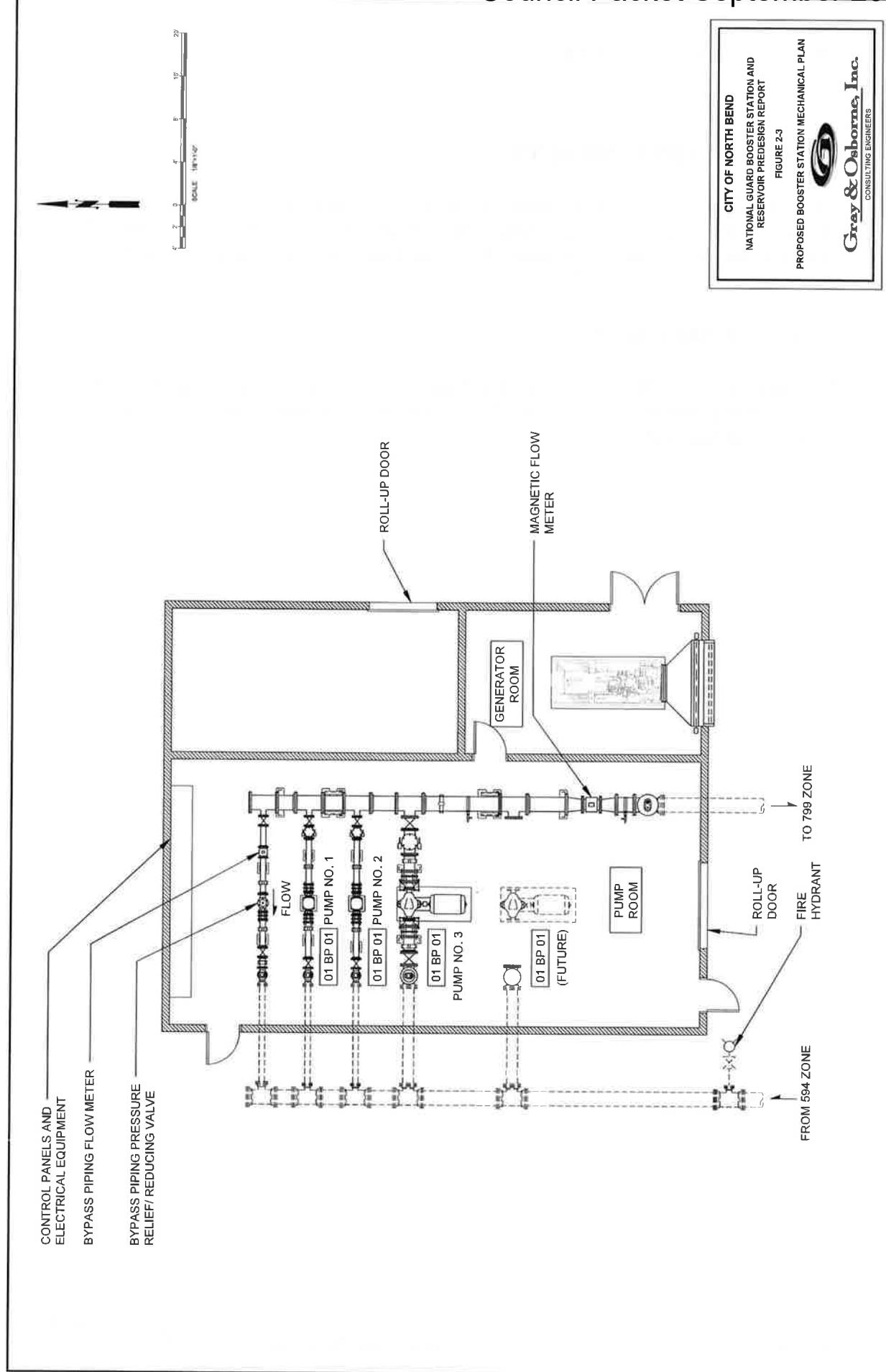
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CONSTRUCTION IMPACTS

The new BPS will require two connections at one location to the existing 594 Zone piping; one for the inlet and one for the outlet piping. The connection is to a dedicated 16-inch main constructed for this new BPS and will not have any impact to existing 594 Zone operations.

NATURAL HAZARDS

A booster station site hazard analysis was done with King County iMap. The booster station site does not lie within any FEMA flood maps, steep slopes, landslide hazards, or wetlands/wetland buffer.



CHAPTER 3

RESERVOIR DESIGN

INTRODUCTION

The new reservoir is proposed to be constructed near or at the National Guard site to provide adequate storage and pressure to serve the development anticipated to occur within the 799 Zone.

TANK LOCATION AND SITE PIPING

The reservoir is planned to be located at the National Guard site, near the intersection of SE 140th Street and SE Middle Fork Road. This parcel has the highest elevation within this part of the City's retail service area, up to 710 feet.

Both the booster station and reservoir sites are located within several County-defined critical areas. The County's 1990 seismic hazard delineation contains the two sites, though they are not located in a landslide or steep slope hazard area.

There appear to be no wetlands or other surface water on or near the sites. The sites are located within a category 2 critical aquifer recharge area and within an area considered highly susceptible to groundwater contamination. These critical area designations are not anticipated to impact the construction of the reservoir or booster station, as these facilities will not impact groundwater quality and will be constructed with stormwater controls meeting the City's and the Department of Ecology's requirements.

The reservoir will connect to a 16-inch diameter transmission main in North Bend Way that will extend west to the City's existing system in North Bend Way. Local piping within the National Guard site will be designed by the developer. See Figure 3-1 for the proposed reservoir site plan.

TRANSMISSION MAIN SIZE AND LOOPING

As noted in the alternatives analysis in Chapter 1, a 16-inch diameter transmission main is recommended to extend water service from the City's existing system to the proposed booster station and reservoir. A 24-inch diameter transmission main was also considered, and would be necessary to provide adequate service if a reservoir is not constructed. The recommended system configuration includes a reservoir in conjunction with the booster station, therefore the 16-inch diameter transmission main is recommended.

An additional water main extension was modeled along SE Cedar Falls Way and 436th Avenue SE to provide a potential looped connection with the SE North Bend Way water main. With the tank providing storage for the high zone, additional looping does not

provide any benefit to service within or near the 799 Zone. Even if the booster station and closed zone option were selected, additional looping along SE Cedar Falls Way and 436th Ave SE doesn't appear to provide significant improvement to the available flow at the future developments. A 5,800-foot long 12-inch diameter loop along SE Cedar Falls Way and 436th Avenue SE could reduce the necessary pumping rate at the Well by approximately 100 gpm, and a larger diameter looped does not appear to provide additional benefit beyond this. Therefore, it is not recommended that an additional looping connection be installed along SE Cedar Falls Way.

RESERVOIR MATERIAL

Because of the required height of the reservoir, welded steel is the best option as a material for the tank.

RESERVOIR MIXING

Inlet/Outlet Piping Configuration

The reservoir will be designed with separate inlet and outlet piping located on opposite sides of the reservoir which promotes mixing within the reservoir and will minimize the potential for water quality issues such as short circuiting.

Passive Mixing Systems

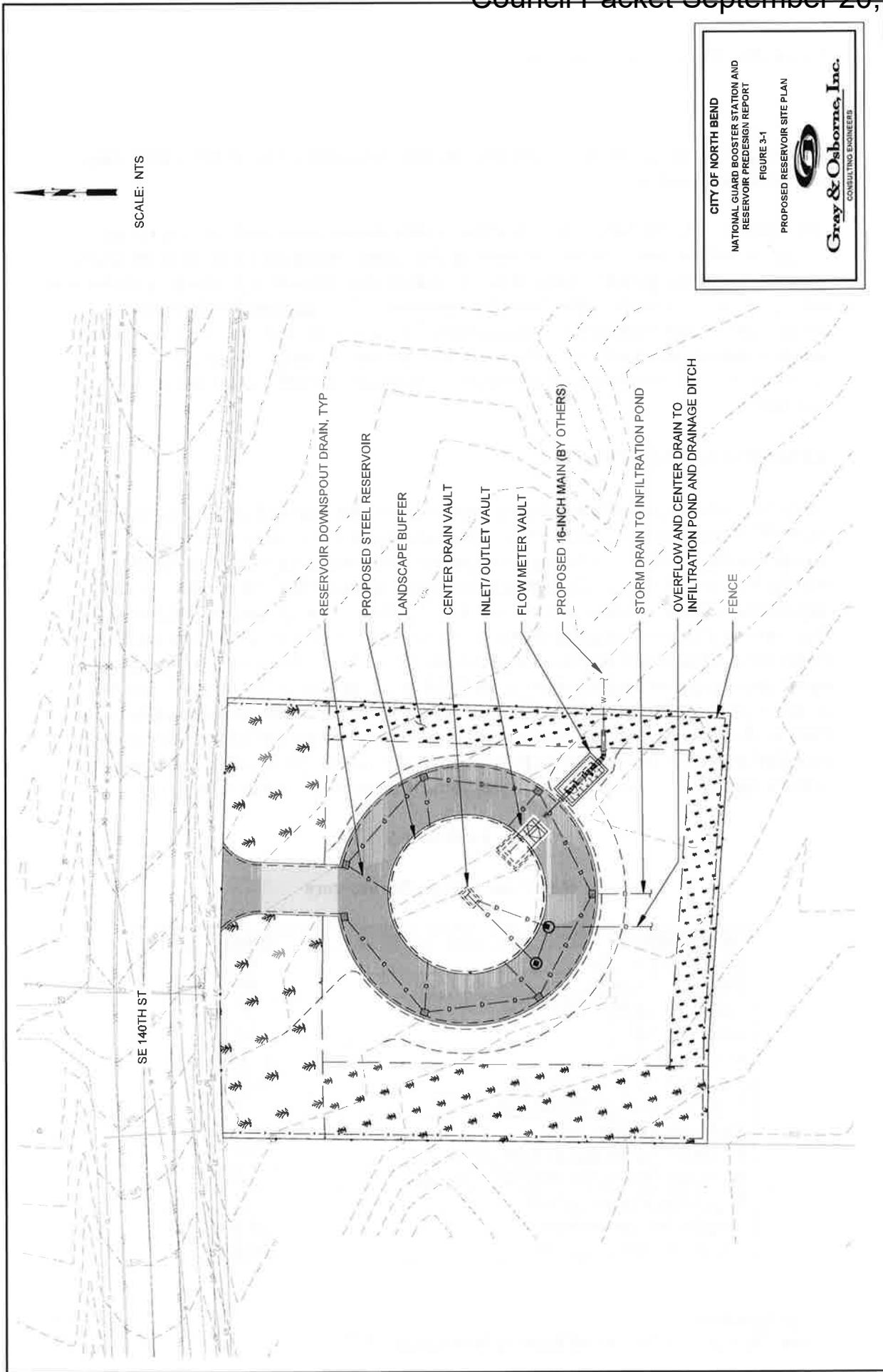
A Hydrodynamic Mixing System (HMS) can be added vertically to the inlet riser or in a horizontal orientation in order to promote even mixing across the tank. The HMS is comprised of multiple elastomeric check valves on a single inlet riser that jets the water evenly across the tank. These systems are designed on an individual basis by the Red Valve Company, Inc. to ensure adequate turnover within the reservoir to avoid common water quality issues. Additionally, these systems require no electrical power and operate hydraulically but do require a certain amount of fill and draw to mix the reservoir.

Active Mixing Systems

Mechanical mixing systems are an alternative to an HMS when sufficient fill and draw are not available. Mechanical mixing systems are comprised of an electronically operated mixer generally installed on the floor of the reservoir. These require power and have the potential for maintenance issues as a result.

Recommended Reservoir Mixing Alternative

City staff stated that they would prefer a passive mixing system over an active system. For these reasons, a passive HMS system designed by Tideflex is recommended. Tideflex engineers will determine the optimum HMS configuration based on computational fluid dynamic (CFD), scale, and manifold hydraulic mixing analysis



modeling. The modeling results will provide recommendations for HMS configuration and reservoir operations.

The reservoir will not have a turnover time within the recommended 3-5 day range. Longer detention times can lead to water quality issues including a loss of disinfectant residual, microbial growth, sediment accumulation, disinfection byproducts, and taste and odor problems. To address this issue, the reservoir will be equipped with electrical components to accommodate the installation of an active mixing system should water samples indicate the need. Also, the water booster station has extra space to accommodate the installation of chlorination equipment should rechlorination be necessary.

RESERVOIR SIZING

Table 3-1 includes preliminary design parameters for the reservoir option. In order to meet DOH requirements, the reservoir must have sufficient volume above 20 psi to satisfy standby storage and fire suppression storage (without nesting). The standby storage for the 799 Zone is 355,000 gallons, equal to the MDD of the zone. The fire suppression storage is assumed to be equal to 2,500 gpm for 2 hours, or 300,000 gallons. The combined volumes must be provided above 20 psi (volumes will not be nested). Equalizing storage must be provided above the 30 psi level. However, DOH requires equalizing storage to be equivalent to the PHD over a period of 150 minutes, less the source capacity to the zone. It is assumed that the booster station will be sized to provide PHD to the zone, so no equalizing storage is required. Regardless, additional storage is provided above the 30 psi level to provide adequate service pressure. It is also assumed that the operational storage will be 3 feet, similar to the City's other reservoirs.

TABLE 3-1

Reservoir Design Parameters

Parameter	Value
Base Elevation, feet	692
Overflow Elevation, feet	799
Height to Overflow, feet	105
Diameter, feet	60
Gallons per Foot	21,149
Volume to Overflow, gallons	2,262,339
Highest Elevation Service, feet	710
Operating Storage, feet	8
Minimum Operating Level for 30 psi, feet	783
Minimum Operating Level for 20 psi, feet	760
Equalizing Storage, gallons	0
Standby Storage, gallons	355,000
Fire Flow Storage, gallons	300,000

The proposed reservoir would result in a 799 Zone with a hydraulic grade line (HGL) of 799 feet, equivalent to the reservoir overflow elevation. The final HGL of the zone may be slightly different and would be determined during design of the reservoir. See Figure 3-2 for an elevation view of the proposed reservoir.

RESERVOIR DESIGN FEATURES

RESERVOIR SITE DESIGN

The reservoir will be situated near the northwest corner of the property near with access directly off SE 140th Street. The reservoir will be surrounded by a 20-foot wide asphalt perimeter road sloped to drain away from the reservoir. The site will have a 15-foot wide landscape buffer to soften the visual impacts of the reservoir to its surroundings.

NATURAL HAZARDS

A reservoir site hazard analysis was done with King County iMap. The reservoir site does not lie within any FEMA flood maps, steep slopes, landslide hazards, or wetlands/wetland buffer.

RESERVOIR STRUCTURAL DESIGN CONSIDERATIONS

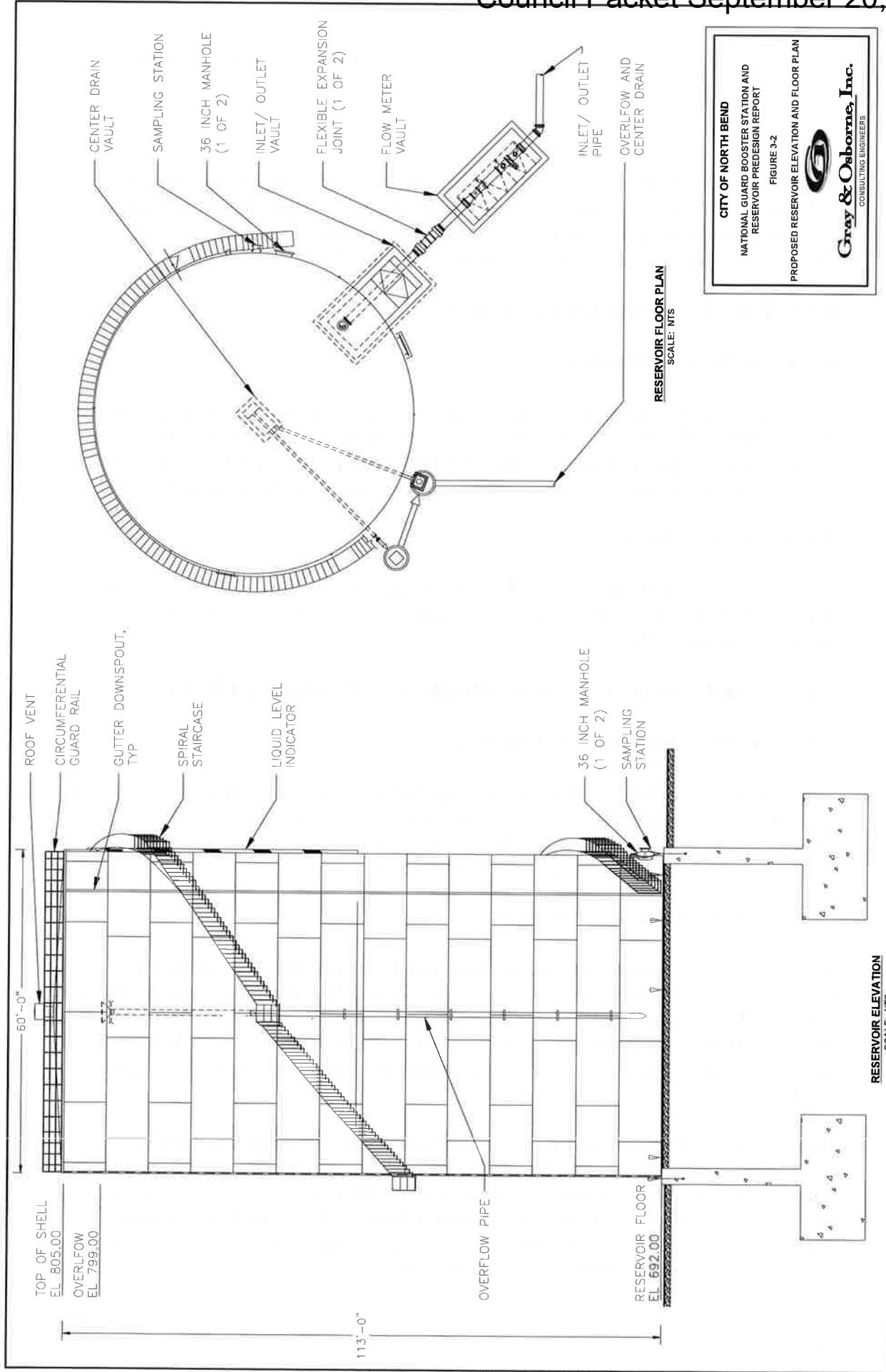
RESERVOIR INLET/OUTLET PIPING

Inlet piping will tap into the 16-inch water pipeline that is currently being designed by the developer and enter the reservoir on its north side. The outlet piping will exit the reservoir on its south side then turn 180 degrees back to the north end of the site where it will reconnect to the 16-inch pipeline to the east of the inlet piping tie-in.

INLET/OUTLET/DRAIN VAULTS

The reservoir will be equipped with an inlet vault which is generally constructed to provide access for pressure transducers, seismic valves, flow meters, etc. For an anchored tank, the flexible seismic fitting is installed just outside of the vault since the vault is part of the reservoir structure and may move independently of the ground. The reservoir inlet pipe will penetrate through the floor as a vertical riser, attached to the wall by welded angle brackets.

The reservoir will be equipped with an outlet vault which is generally constructed to provide access for pressure transducers, seismic valves, flow meters, etc. For an anchored tank, the flexible seismic fitting is installed just outside of the vault since the vault is part of the reservoir structure and may move independently of the ground. The reservoir outlet pipe will penetrate through the floor and be provided with a removable silt stop to prevent accumulated sediment from being discharged from the reservoir.



The reservoir will be equipped with a center drain vault which provides an area where water can drain to and/or be swept into as part of a reservoir draining operation prior to internal maintenance. Additionally, any leakage through the reservoir tank floor will migrate into the vault, providing a visual confirmation of any existing problems. The leakage is apparent as flow from the vault drain piping.

RESERVOIR OVERFLOW

The overflow pipe will be sized to drain the maximum flow to the reservoir and will discharge to the new on-site storm conveyance system. The bottom outlet end of the overflow pipe will be equipped with a Tideflex rubber check valve to prevent animal or insect intrusion and to provide an air gap for backflow prevention per Department of Health (DOH) standards.

SEISMIC PIPING CONNECTIONS

During a seismic event, reservoir shell uplifts can occur. In anticipation of such uplifts, both the inlet and outlet piping will be equipped with “Flex-Tend” assembly utilizing ball joints and expansion sleeves to accommodate uplift or horizontal movements of the pipe at the bottom connection to the reservoir. These assemblies are installed within pea gravel for anchored tanks.

SEISMIC VALVE

Seismic shutoff valves will be installed within an access vault on the outlet side of the reservoir. The valve is operated by a motorized actuator that will close the valve when it is given a signal. The signal can come from a seismic sensor onsite or via SCADA. A seismic shutoff valve coupled with a flow meter or with pressure transducers showing a rapidly falling tank level creates a “smart valve” that will only close when a large water loss is detected. This will prevent the reservoir from emptying if there is a water main break within the system as the result of a seismic event. The valve can also be closed by operation personnel via SCADA.

WATER QUALITY SAMPLING

A sampling station will be installed above ground level on the exterior of the reservoir. Numerous taps will be installed so that samples at different water levels can be easily taken by operation personnel.

RESERVOIR VENT

A secured and screened center roof vent will be provided to allow air exchanges upon filling and drawing down the reservoir. The vent will be sized to prevent roof collapse during rapid air withdrawal in case of catastrophic main break. The vent will be supplied with a floating pressure pallet which protects it against freezing. The security vent incorporates additional metal to prevent unauthorized personnel from lifting the floating pallet and accessing the interior of the tank.

RESERVOIR ACCESS

Manways will be installed in the reservoir wall, slightly above ground level to provide additional access during construction and maintenance. AWWA Standard D100 requires two manways to be installed during new reservoir construction.

Roof access will be provided by a stairwell installed around the circumference of the reservoir with an intermediate landing and chain link fence with barbed wire locking security gate.

RESERVOIR HATCHES

Hatches will be installed on the roof for internal access for maintenance and inspection.

SECURITY

Intrusion alarms will be installed on the reservoir hatches, vent, stairway access gate, and all vaults.

Cameras that relay real-time footage could be installed around the reservoir site. These would allow personnel to view the site in case of unauthorized access or during maintenance or other work.

A 10-foot chain link barbed wired fence will be installed surrounding the entire reservoir site. The fence will include both man-access and double swing gates for personnel and equipment entry to the site.

RAIN GUTTERS AND DOWNSPOUTS

The reservoir will have a chine roof with a minimum slope to shed water. Rain gutters and downspouts will be included to minimize streaking on the exterior wall surfaces.

WATER LEVEL INDICATOR

A half travel indicator will be installed from the top of the reservoir wall to a midpoint. Full travel level indicators should not be used on tall reservoirs as the cable may swing back and forth creating noise against the reservoir shell.

WATER LEVEL MONITORING

A radar level transmitter will be installed within the reservoir to relay accurate water level readings directly to operation personnel via SCADA.

ALTITUDE VALVE

An altitude valve will be installed on the inlet piping to prevent tank overflow. The valve will close based upon a preset water height within the reservoir.

FLOW METER

A flow meter will be installed on the outlet piping within an enclosed vault for maintenance and ease of access. The flow meter will relay information directly to the water operators via SCADA and can be used for control in a seismic event.

PAINTING

The welded steel reservoir will have an interior and exterior coating system to protect the steel from corrosion. Steel reservoirs are susceptible to corrosion from both the atmosphere and the water stored inside. Cathodic protection can further reduce corrosion on the wetted surfaces of the reservoir but the coating is the primary means for protecting the steel from corrosion.

The reservoir will receive a typical welded steel coating process including shop primed individual steel sheets with final finishes applied in the field after welding is completed. Surface preparation is required in the field prior to the application of protective coatings and will be specified according to the most widely used surface preparation specifications published in Steel Structures Painting Council (SSPC) Steel Structures Painting Manual, Volume 2, Systems and Specifications.

The interior of the reservoir will receive a typical steel coating with a three-coat zinc/epoxy/epoxy, with a minimum total dry film thickness (DFT) of 12 mils. The interior coating will be NSF approved and will include a zinc rich primer for cathodic protection. The exterior coating will be a zinc/epoxy/polyurethane system, with a minimum total DFT of 10 mils. These systems are in accordance with AWWA D102-11.

The coating systems under AWWA D102 will be changing starting in 2023 to a low VOC type system.

CATHODIC PROTECTION

Cathodic protection can lengthen the time in-between coating maintenance projects from a typical 15- to 20-year expectancy to 30 or more years. The reservoir will be equipped with galvanic cathodic protection (GCP) consisting of sacrificial anodes placed inside the wetted interior of the reservoir via cables hung through roof penetrations. The anodes sacrifice themselves to protect the steel substrate below the coatings. The anodes can be pulled back through the roof to be inspected for deterioration and replaced as necessary. Anode access ports will be installed to allow installation of GCP at a later date. Anode junction boxes will be provided to test current to verify whether or not the GCP anodes need replacement. We recommend not activating the CP system until after the coating warranty has expired.

ELECTRICAL AND TELEMETRY

Electrical services will be extended to the reservoir site, including power and additional conduits for telemetry, controls, and power. SCADA equipment will be mounted on a rack above grade within the fenced area and integrated with the District's existing SCADA system.

CHAPTER 4**SUMMARY OF DESIGN CRITERIA****BOOSTER STATION****TABLE 4-1****Booster Station Design Criteria Summary**

	Design Component	Value
Building	General Building	<ul style="list-style-type: none"> • Concrete masonry unit (CMU) split-face building • Concrete foundation • 8-foot roll-up door • Trolley hoist and I-beam pump removal system • Metal roof @ 6:12 • Skylights • Discharge piping above building floor • Ductile iron pipe • Quiet cooling and heating system • Generally, 3 feet of clearance within building, 6 feet of clearance between motor controls and any other equipment • Painted CMU walls and plywood ceiling • Gutters
Pumps	Number of Pumps	Three; two small for daily demands, one large for high flow demands
	Pump Type	Small Pumps: Vertical in-line Large Pump: Horizontal split-case
	Motor Speed	Small pumps: 3,600 rpm Large pumps: 1,800 rpm
	Motor Controller	VFD on all pumps.
	Motor Size	Small pumps: 25 hp Large pumps: 200 hp
	Proposed Pumps	Small pumps: Grundfos model CR 45-3 Large pump: Grundfos model 6019-7/8
	Design Points (DP)	DP 1: 123 gpm @ 189 ft. with one small pump, VFD @ 83% DP 2: 246 gpm @ 224 ft. with one small pump, VFD @ 100% DP 3: 492 gpm @ 227 ft. with two small pumps, VFD @ 100% DP 4: 1,270 gpm @ 245 ft. with large pump, VFD @ 90% DP 5: 1,910 gpm @ 272 ft. with large pump, VFD @ 100%

TABLE 4-1 – (continued)**Booster Station Design Criteria Summary**

	Design Component	Value
Piping	General Site Piping Criteria	<ul style="list-style-type: none"> • Restrained joints • Bypass piping and PRV to move water from the 799 Zone to the 594 Zone • PRV detection • Electromagnetic flow meter • Ductile iron pipe
	General Building Piping Criteria	<ul style="list-style-type: none"> • Restrained joints • Dismantling joints strategically located to facilitate removal of critical equipment • Electromagnetic flow meter • Pressure transducers and gauges on suction and discharge piping • Combination air valves on suction and discharge piping • Sample and hose bibs • Discharge piping above floor • Ductile iron pipe
HVAC	General HVAC	<ul style="list-style-type: none"> • 480VAC 3-Phase heating and air conditioning unit to maintain a building temperature 60-85 degrees F. Air conditioning unit is to prevent overheating of pump motors
Electrical	General Electrical	<ul style="list-style-type: none"> • Site requires 480VAC 3-phase power • Surface mounted electrical • New transformer provided by local utility provider • UPS system for critical control and communication • LED lighting (yard, building, interior) • 300 kilowatt generator
SCADA	General SCADA	<ul style="list-style-type: none"> • Standalone PLC • Communication from BPS PLC to the City's HMI through ethernet-cellular modem located in the BPS main control panel • PLC will be Ethernet connected to the City's PLC's
	PLC Monitoring	<ul style="list-style-type: none"> • Flow through the BPS • Flow through the high-pressure bypass piping • Suction pressure • Discharge pressure • Control valve status • Pump status – Hand, off, auto (HOA) • VFD speed • Reservoir level

TABLE 4-1 – (continued)**Booster Station Design Criteria Summary**

	Design Component	Value
SCADA – continued	PLC Control	<ul style="list-style-type: none"> • Pump start – Pressure • Pump start – Refresh cycle • Pump stop – Flow • Pump stop – Low suction pressure • Pump stop – End refresh cycle • VFD motor speed based on amperage and flow
	PLC Relay	<ul style="list-style-type: none"> • Intrusion • Smoke • Flood • Communication failure • Drive fault • Pump fail • Motor high temperature • Power fail (control and 480VAC) • PLC fail • Low suction pressure • Low discharge pressure • Bypass flow • Control valve status • Reservoir high water alarm

RESERVOIR

TABLE 4-2
Reservoir Design Criteria Summary

Location	Design Component	Value
Reservoir	General Reservoir	<ul style="list-style-type: none"> • Base elevation: 692 feet • Overflow elevation: 799 feet • Height to overflow: 107 feet • Diameter: 60 feet • Gallons per foot: 10,363 • Volume to overflow: 1,111,509 gallons • Operating storage: 3 feet
	Design Features	<ul style="list-style-type: none"> • Secured center roof vent • Two manways • Stairway access to roof <ul style="list-style-type: none"> ○ Stairway equipped with security gate • Hatches on roof for tank access • Rain gutters and downspouts • Half-travel level indicator • Radar water level sensor • Galvanic cathodic protection
Piping	General Piping	<ul style="list-style-type: none"> • Restrained joints • Ductile iron pipe outside of reservoir footprint • Welded steel pipe within reservoir footprint • Inlet vault <ul style="list-style-type: none"> ○ Altitude valve with sensing line to reservoir • Outlet vault <ul style="list-style-type: none"> ○ Magnetic flow meter and ○ Motorized control valve (seismic valve) • Center drain vault • Seismic flexible expansion joints on inlet and outlet piping
Electrical		<ul style="list-style-type: none"> • Electrical extended to site • SCADA equipment mounted to rack above grade <ul style="list-style-type: none"> ○ Integrated with District's existing SCADA system

COST ESTIMATES**TABLE 4-3****National Guard Booster Station**

Item No.	Item	Quantity	Units	Unit Price	Amount
1	Mobilization and Demobilization	1	LS	\$190,000	\$190,000
2	Minor Changes	1	LS	\$25,000	\$25,000
3	Locate Existing Utilities	1	LS	\$2,000	\$2,000
4	Temporary Traffic Control	1	LS	\$25,000	\$25,000
5	Temporary Erosion and Sedimentation Control	1	LS	\$5,000	\$5,000
6	Clearing and Grubbing	1	LS	\$49,000	\$49,000
7	Trench Excavation Safety Systems	1	LS	\$5,000	\$5,000
8	Sitework	1	LS	\$15,000	\$15,000
9	Water Booster Station Building	1	LS	\$907,500	\$907,500
10	Water Booster Station Building Piping	1	LS	\$207,000	\$207,000
10	Water Booster Station Site Piping	1	LS	\$141,000	\$141,000
12	Foundation Gravel	140	TN	\$50	\$7,000
13	Unsuitable Materials	30	CY	\$75	\$2,250
14	Bank Run Gravel	300	TN	\$35	\$10,500
15	Crushed Surfacing Top Course	-	TN	\$45	\$0
16	Crushed Surfacing Base Course	100	TN	\$45	\$4,500
17	HMA CL 1/2" PG 58H-22	60	TN	\$300	\$18,000
18	25-hp Vertical In-Line Pumps	2	EA	\$23,000	\$46,000
19	200-hp Horizontal Split-Case Pumps	1	EA	\$66,000	\$66,000
20	Electrical	1	LS	\$400,000	\$400,000
21	Generator, Fuel Tank, ATS	1	LS	\$175,000	\$175,000
22	Restoration	1	LS	\$4,000	\$4,000
23	Site Restoration and Landscaping	1	LS	\$40,000	\$40,000
24	Record Drawings (Minimum Bid \$2,000)	1	LS	\$2,000	\$2,000
Subtotal					\$2,346,750
Contingency (15%)					\$352,013
Sales Tax (9.0%)					\$211,208
Total Estimated Construction Cost					\$2,909,970

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TABLE 4-4

National Guard Reservoir

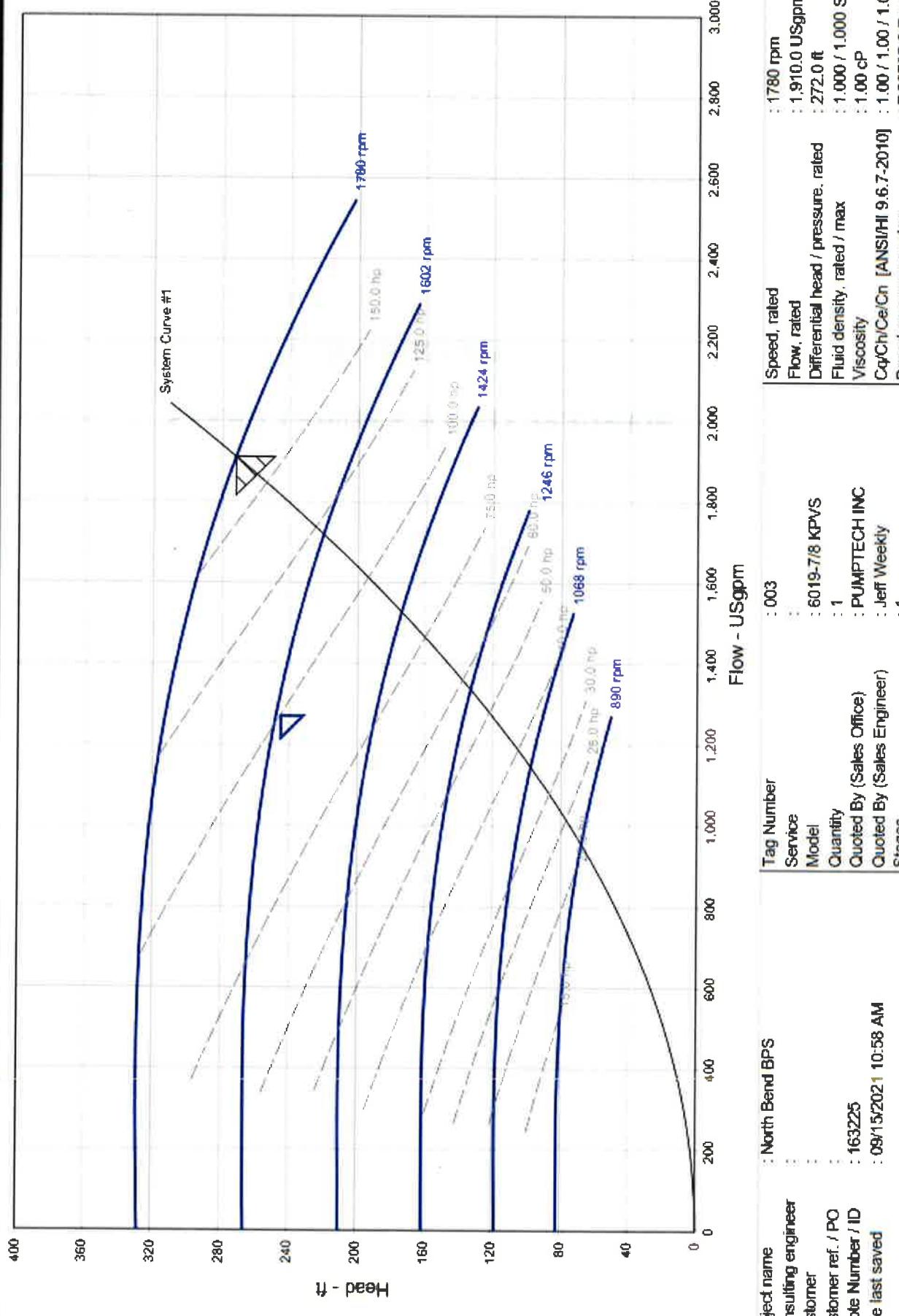
Item No.	Item	Quantity	Units	Unit Price	Amount
1	Mobilization and Demobilization	1	LS	\$343,000.00	\$343,000.00
2	Minor Changes	1	LS	\$25,000.00	\$25,000.00
3	Locate Existing Utilities	1	LS	\$2,000.00	\$2,000.00
4	Temporary Traffic Control	1	LS	\$10,000.00	\$10,000.00
5	Temporary Erosion and Sedimentation Control	1	LS	\$5,000.00	\$5,000.00
6	Clearing and Grubbing	1	LS	\$25,000.00	\$25,000.00
7	Trench Excavation Safety Systems	1	LS	\$5,000.00	\$5,000.00
8	Sitework	1	LS	\$180,000.00	\$180,000.00
9	2.23 MG Welded Steel Reservoir	1	LS	\$2,714,806.80	\$2,714,806.80
10	Site Piping	1	LS	\$190,000.00	\$190,000.00
11	Flow Meter Vault	1	LS	\$147,000.00	\$147,000.00
12	Foundation Gravel	130	TN	\$50.00	\$6,500.00
13	Unsuitable Materials	30	CY	\$75.00	\$2,250.00
14	Bank Run Gravel	500	TN	\$35.00	\$17,500.00
15	Gravel Borrow	5,800	TN	\$35.00	\$203,000.00
16	Crushed Surfacing Top Course	-	TN	\$45.00	\$-
17	Crushed Surfacing Base Course	300	TN	\$45.00	\$13,500.00
18	HMA CL 1/2" PG 64-22	30	TN	\$300.00	\$9,000.00
19	Electrical	1	LS	\$250,000.00	\$250,000.00
20	Restoration	1	LS	\$31,000.00	\$31,000.00
21	Landscaping	1	LS	\$56,000.00	\$56,000.00
22	Record Drawings (Minimum Bid \$2,000)	1	LS	\$2,000.00	\$2,000.00
Subtotal					\$4,237,556.80
Contingency (15%)					\$635,633.52
Sales Tax (9.0%)					\$381,380.11
Total Estimated Construction Cost					\$5,254,570.43

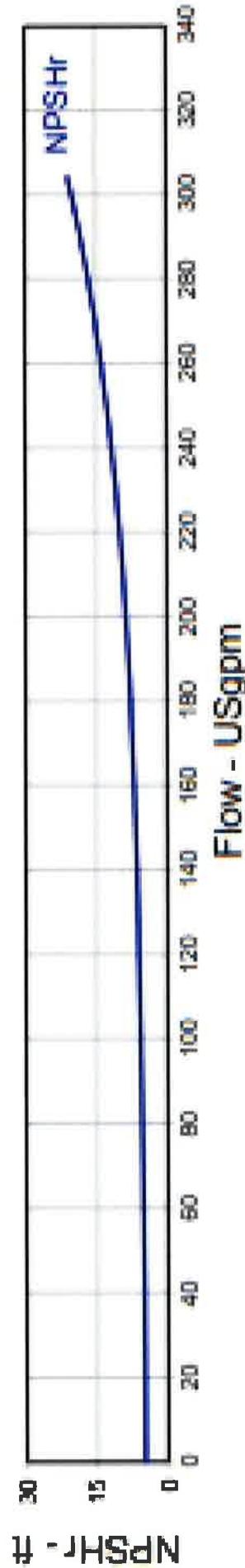
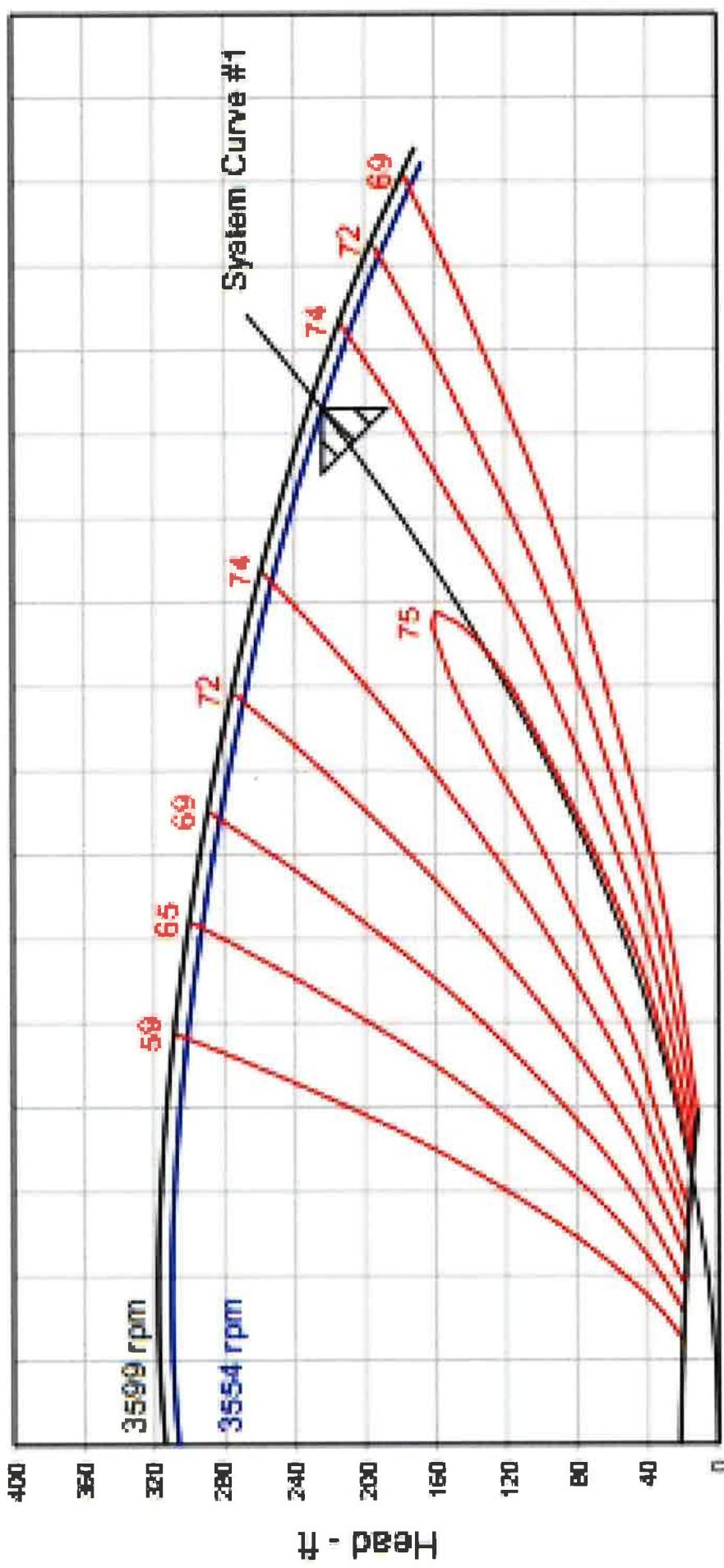
APPENDIX A
MANUFACTURER'S PUMP CURVES

GRUNDFOS

Multi-Speed Performance Curve

Grundfos Quotation System 21.3.1





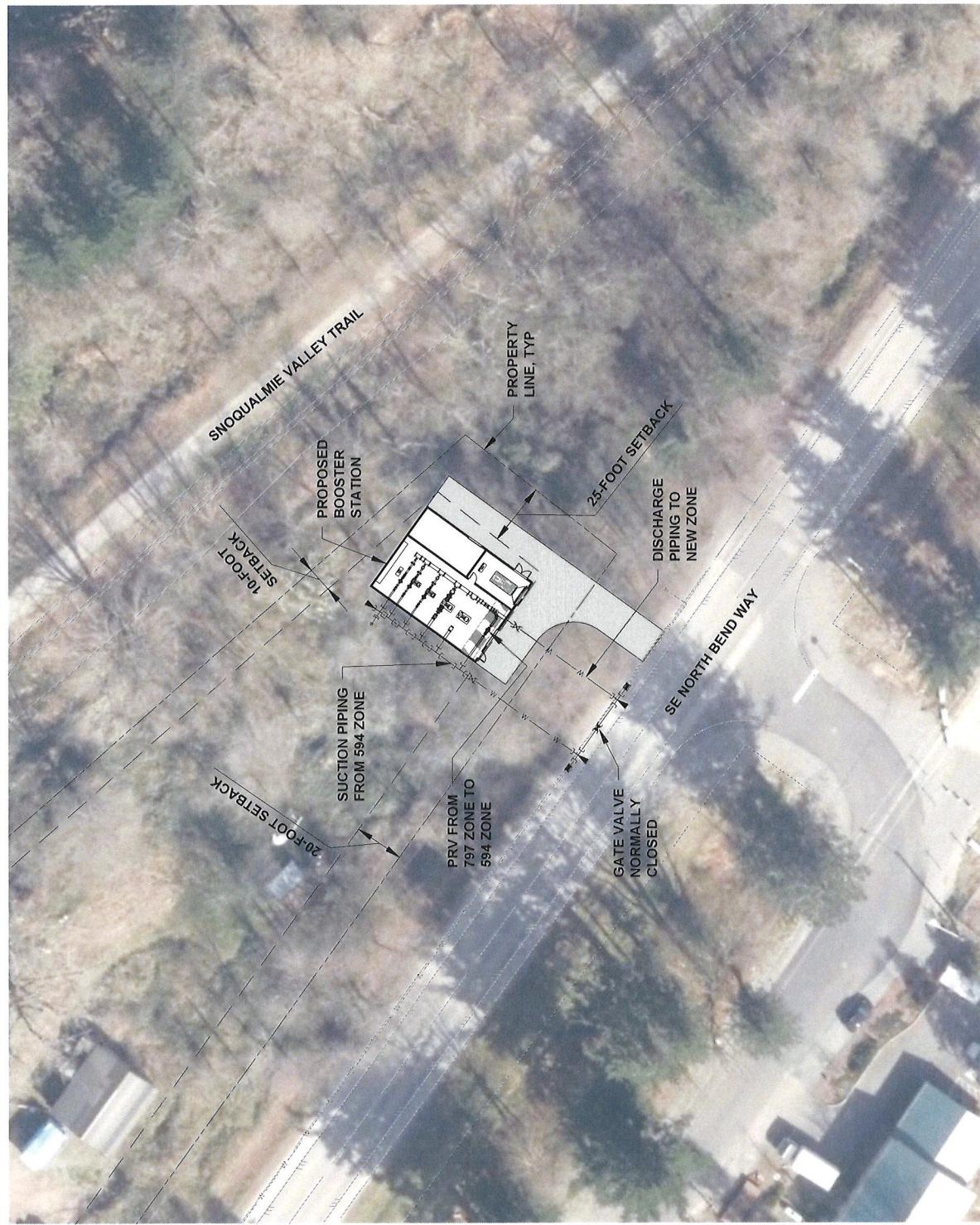
Fast Facts for proposed Booster Station

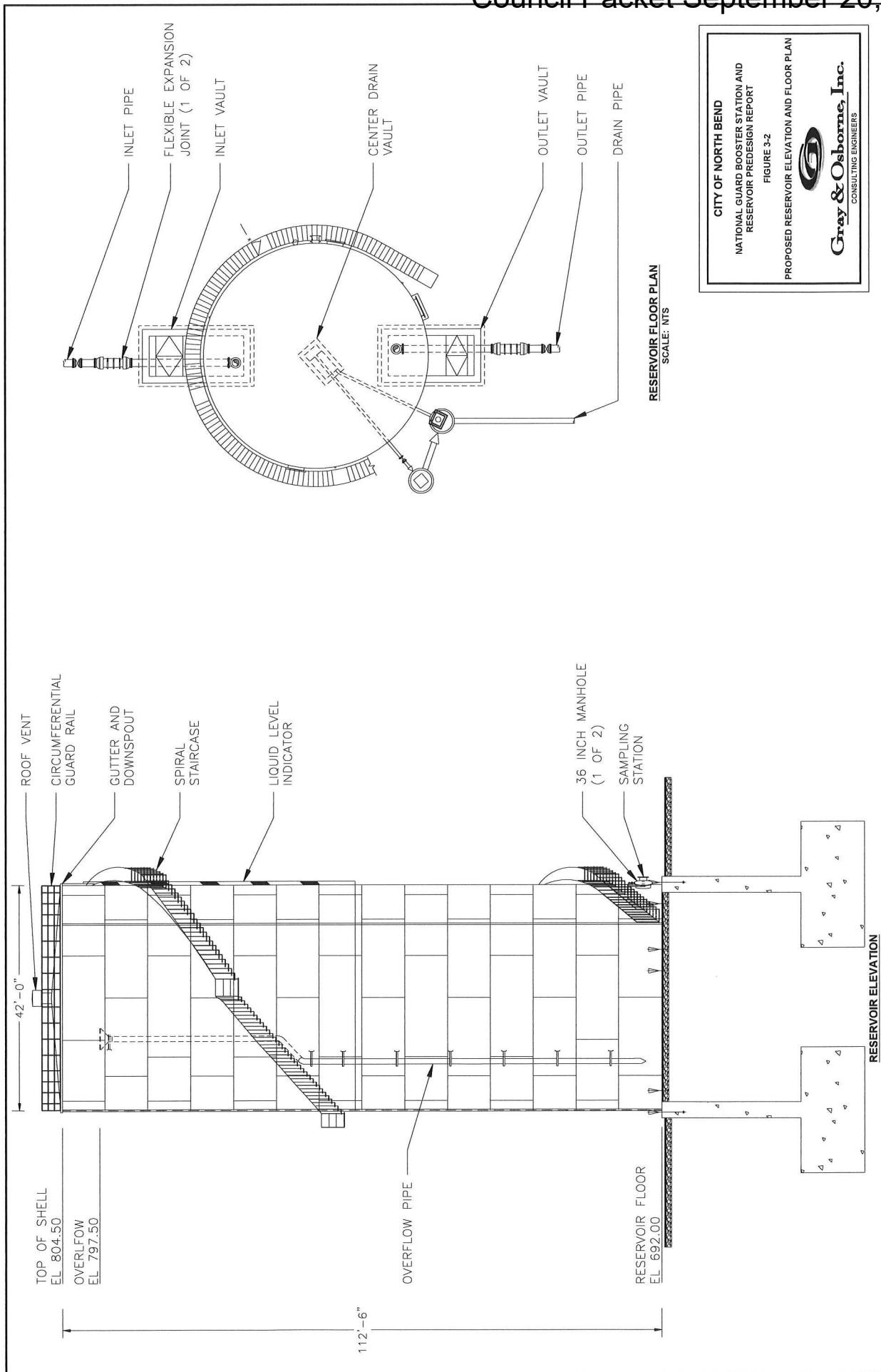
- The booster station will be located along North Bend Way near SE Tanner Road
- Will serve a new pressure zone that will include the National Guard site and adjacent properties
- Water will be conveyed to the new pressure zone via a new 16" transmission watermain
- The Booster pump facility will be constructed of split-face concrete masonry unit (CMU), concrete foundation and metal roof
- The facility will include pumps with variable frequency drive (VFD) motor controls, bypass piping, control valves and a pressure reducing valve (PRV) to allow flow from the new zone to the City's existing system during a fire event.
- The facility will include an auxiliary generator powered by natural gas with noise attenuation measures appropriate for residential setting.
- This booster station will be equipped with standalone Programmable Logic Controller (PLC) to allow communication with the City's SCADA system
- This booster station will fill a proposed reservoir located on the National Guard site from the City's existing water system

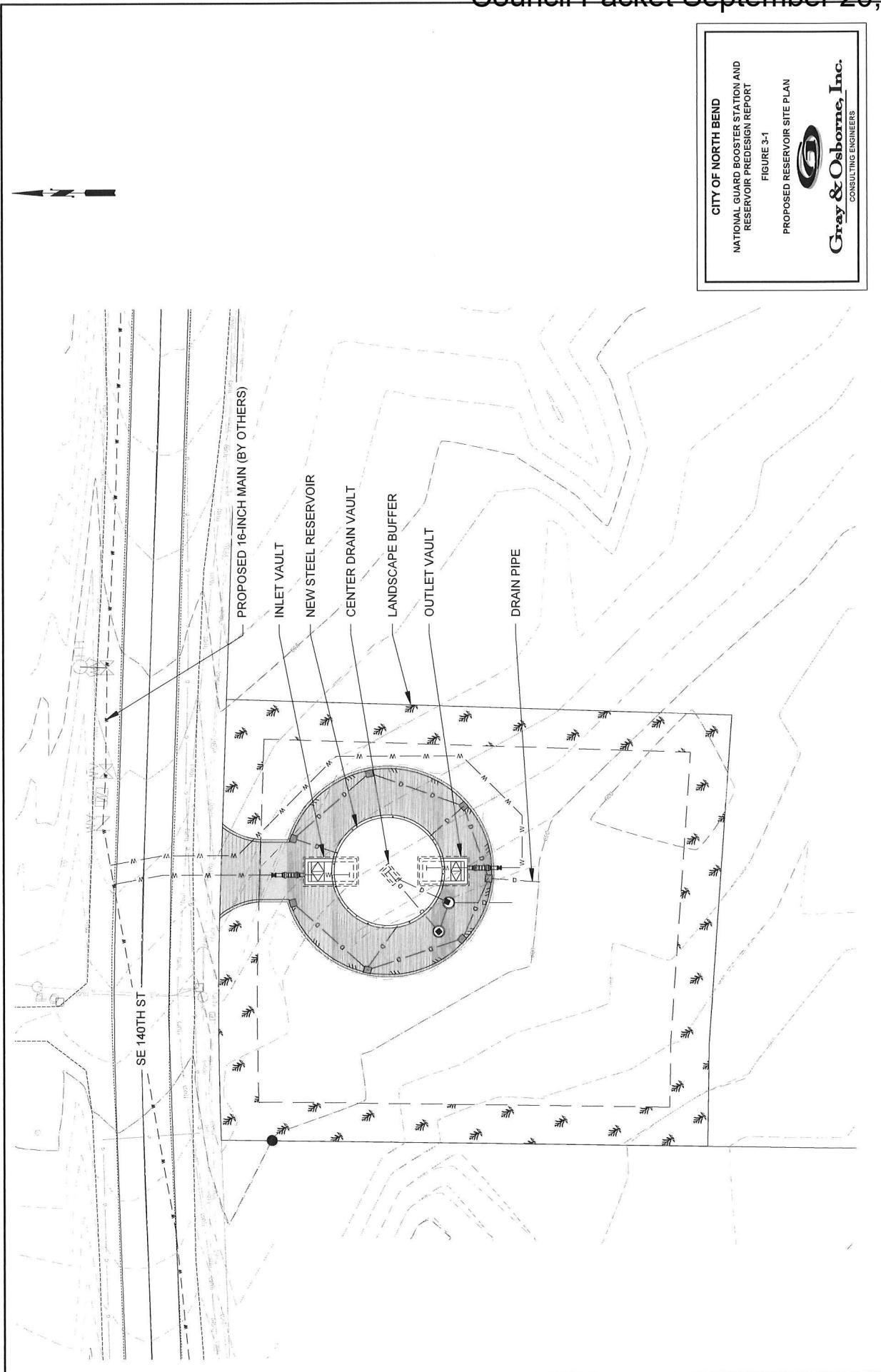
Fast Facts for proposed Reservoir

- The reservoir will be located near SE 140th Street
- Due to the needed height (107 feet to the overflow) the reservoir will be constructed of welded steel
- The reservoir will be approximately 460 feet in diameter and hold approximately 1.1 million gallons of water
- A 15-foot-wide landscape buffer will be installed to soften visual impacts
- This reservoir will be equipped with standalone Programmable Logic Controller (PLC) to allow communication with the City's SCADA system
- This reservoir will provide the pressure and storage needs for the new pressure zone
- Water will be conveyed to the new pressure zone and reservoir via a new 16" transmission watermain from the proposed booster station
- The new pressure zone will be designed as a closed zone for periodic reservoir maintenance

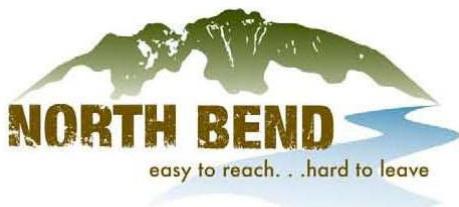
This project will provide service to future developments within the City's water service area that are currently unable to be supplied by the City's existing water system.







CITY OF NORTH BEND
NATIONAL GUARD BOOSTER STATION AND
RESERVOIR PREDESIGN REPORT
FIGURE 3-1
PROPOSED RESERVOIR SITE PLAN
Gray & Osborne, Inc.
CONSULTING ENGINEERS



City Council Agenda Bill

SUBJECT:	Agenda Date: September 20, 2022	AB22-112
Ordinance Regarding the Reallocation of Future Water Connections	Department/Committee/Individual	
	Mayor Rob McFarland	
	City Administrator – David Miller	
	City Attorney – Mike Kenyon/Lisa Marshall	
	City Clerk – Susie Oppedal	
	Administrative Services – Lisa Escobar	
	Comm. & Economic Development – Rebecca Deming	
Cost Impact: \$0	Finance – Richard Gould	
Fund Source: N/A	Public Works – Mark Rigos, P.E.	X
Timeline: Ordinance would follow		
Attachments: Ordinance, Exhibit A – Resolution 2034, Exhibit B - Water Reallocation Map		

SUMMARY STATEMENT:

For a detailed summary of the reason for this Ordinance, please read the attached Exhibit A which was the adopted Resolution for Water Reallocation dated August 2, 2022 for the purpose to increase available water supply and number of connections to properties inside City Limits and decrease available water supply to properties and connections outside City Limits (in the Urban Growth Area). Attached as Exhibit B is a Water Reallocation Map which shows the two areas affected.

Also attached is the Ordinance that would lawfully create this change.

In conclusion, City staff recommends approval of this Ordinance.

APPLICABLE BRAND GUIDELINES: Consistent delivery of quality basic services including transportation and traffic management.

COMMITTEE REVIEW AND RECOMMENDATION: This item was reviewed by the Transportation and Public Works Committee at their August 23, 2022 meeting and was recommended for approval and placement on Main Agenda.

RECOMMENDED ACTION: **Motion to approve AB22-112, an ordinance regarding the reallocation of future water connections, as a first and final reading.**

RECORD OF COUNCIL ACTION

Meeting Date	Action	Vote
September 20, 2022		

ORDINANCE

**AN ORDINANCE OF THE CITY OF NORTH BEND,
WASHINGTON, ADOPTING LIMITS ON NEW WATER
SERVICE CONNECTIONS REQUESTED FOR CERTAIN
PROPERTIES WITHIN AND OUTSIDE CITY LIMITS
AND WITHIN AND OUTSIDE THE CITY'S WATER
SERVICE AREA; PROVIDING FOR SEVERABILITY;
AND ESTABLISHING AN EFFECTIVE DATE**

WHEREAS, there are two public water systems providing water service to properties inside North Bend's municipal boundary ("City Limits") -- the water purveyor on the City's west side is the City of North Bend ("City"), and the water purveyor on the City's east side is Sallal Water Association ("Sallal"), a non-profit association; and

WHEREAS, both purveyors have approximately 2,000 water customers each and serve customers located inside the City Limits and outside the City Limits (in unincorporated King County); and

WHEREAS, both the City and Sallal have separate Water Service Areas ("WSAs") as mapped in their individual Water System Plans ("WSPs") that were approved separately by the Washington State Department of Ecology, King County Utilities Technical Review Committee ("UTRC"), King County Council, and Washington State Department of Health ("DOH") during late-2020 and early-2021; and

WHEREAS, the City has a statutory duty to serve properties within its WSA to the extent it has the capacity to do so, and this duty is heightened for properties within the City Limits; and

WHEREAS, the City obtained additional water rights from the state of Washington in 2008 for sufficient capacity to serve projected growth in its WSA and urban growth area ("UGA"), but said water rights are conditioned upon mitigating impacts to the Snoqualmie River when minimum instream flows are not met; and

WHEREAS, the City contracted with Seattle Public Utilities to purchase mitigation water from Hobo Springs. The Hobo Springs supply could be limited during certain drought years, and without an additional mitigation source the City may be unable to serve all of the projected growth within both the existing City Limits and the UGA; and

WHEREAS, the City has negotiated with Sallal for a Water Supply Agreement whereby Sallal would sell mitigation water to the City from an approved mitigation source and the City would supply municipal water to Sallal, but the Sallal Board has failed to approve a

Water Supply Agreement under which Sallal's approved mitigation source would become available to the City; and

WHEREAS, the City has been cautiously limiting the number of new water service connections it approves for development projects due to potential seasonal supply limitations from its Hobo Springs mitigation source; and

WHEREAS, Sallal has declined to provide new water service for large projects within the City Limits but inside the Sallal WSA based on lack of water availability, and in June 2022, the Sallal Board adopted an emergency moratorium prohibiting any new water connections in its WSA, including inside the City Limits; and

WHEREAS, the City Council finds it necessary to take further action in order to best ensure the adequate supply of water to properties inside the City Limits that now lack access to water due to Sallal's moratorium; and

WHEREAS, Sallal appears to be unable to obtain additional water rights or to rescind its moratorium in the reasonably foreseeable future that would enable it to supply water for new development inside the City Limits; and

WHEREAS, the City Council accordingly finds it necessary to take actions within its own control and authority to prioritize water availability for projects within the City Limits until adequate water capacity is available to supply development projects in the City's WSA but located outside the City Limits; and

WHEREAS, on August 2, 2022, the Council adopted Resolution 2034, declaring that the City will (1) prioritize the allocation of its available water system capacity to development projects located inside the City Limits; (2) provide only one equivalent residential unit ("ERU") on a first-come, first-served basis for land parcels located outside the City Limits and within the City's WSA; (3) not provide any water to projects outside of the City Limits and within Sallal's WSA; and (4) reevaluate Resolution 2034 in the event a Water Service Agreement is executed with Sallal or automatically terminate Resolution 2034 in the event of a water system consolidation with Sallal;

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

Section 1. Water Connection Limit - City Service Area Outside City Limits:

Available water system capacity shall be prioritized and first allocated to land parcels located within the City Limits. New water connections within the City's WSA but outside the City Limits shall be available on a first-come, first-served basis and only after the City has determined that available water capacity exists to serve such parcels. For parcels located within the City's WSA but outside the City Limits, the City will permit only one connection to the City water system consisting of only one ERU of water.

Section 2. No Water Connections Outside City Service Area and City Limits: New water connections shall not be provided to projects or parcels of land located outside of the City Limits and outside of the City's WSA.

Section 3. Future Water Supply Agreement: If a Water Supply Agreement between the City and Sallal is executed in the future, or a consolidation of the City and Sallal water systems is approved and implemented, then this Ordinance shall be evaluated by the City Council for repeal or amendment, as the City Council deems appropriate.

Section 4. Severability: Should any section, paragraph, sentence, clause or phrase of this ordinance, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, or should any portion of this ordinance be pre-empted by state or federal law or regulation, such decision or pre-emption shall not affect the validity of the remaining portions of this ordinance or its application to other persons or circumstances.

Section 5. Effective Date: This ordinance shall be published in the official newspaper of the City, and shall take effect and be in full force five (5) days after the date of publication.

**ADOPTED BY THE CITY COUNCIL OF THE CITY OF NORTH BEND,
WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 20TH DAY OF
SEPTEMBER, 2022.**

CITY OF NORTH BEND:

Rob McFarland, Mayor

APPROVED AS TO FORM:

Lisa Marshall, City Attorney

ATTEST/AUTHENTICATED:

Published:

Effective:

Susie Oppedal, City Clerk

RESOLUTION 2034

A RESOLUTION OF THE CITY OF NORTH BEND, WASHINGTON, APPROVING THE REALLOCATION AND PRIORITIZATION OF NEW WATER SERVICE CONNECTIONS TO FIRST SERVE DEVELOPMENT PROJECTS WITHIN THE CITY LIMITS AND OTHERWISE WITHIN THE CITY'S WATER SERVICE AREA

WHEREAS, two public water systems currently provide water service to properties inside North Bend's municipal boundary ("City Limits") -- the water purveyor on the City's west side is the City of North Bend ("City"), and the water purveyor on the City's east side is Sallal Water Association ("Sallal"), a private non-profit association; and

WHEREAS, the City and Sallal each serve approximately 2,000 water customers, including water customers located both inside the City Limits and outside the City Limits in an unincorporated area of King County; and

WHEREAS, both the City and Sallal have separate Water Service Areas ("WSAs") as mapped in their individual City and Sallal Water System Plans ("WSPs") and which were approved separately by Washington State Department of Ecology, King County Utilities Technical Review Committee ("UTRC"), King County Council, and Washington State Department of Health ("DOH") during late 2020 and early 2021; and

WHEREAS, the City and Sallal both have a statutory duty to serve properties within their respective WSAs to the extent that each has the capacity to do so. The City's statutory duty to serve is enhanced for properties within the City Limits, as opposed to properties outside the City Limits but within the City's WSA, due to the City's full regulatory authority over properties within the City Limits; and

WHEREAS, the City's Mission Statement as adopted by the City Council includes the goal of constructing and maintaining essential infrastructure to serve its citizens, including the water system; and

WHEREAS, the City has sufficient water supply to serve its WSA, including areas both within the City Limits and outside the City Limits; and

WHEREAS, Sallal's WSA includes a substantial portion of the City's east side, including significant undeveloped commercial properties. Development of those commercial properties is a priority of the City, and remains critical to the City's economic development; and

WHEREAS, for the past several years, Sallal has proven to be incapable of serving water to those key commercial properties that lie within the eastern City Limits. Specifically, Sallal was unable to serve water: (A) in 2017, to a 218-unit residential project located north of North Bend Way (“Dahlgren Project”); (B) in 2019, to a “project of Statewide Importance” to serve the Washington National Guard located west of 468th Avenue and north of North Bend Way (“National Guard Project”); and (C) in 2022, to the proposed Alpine Crossing mixed-use (commercial and residential) project located between I-90 and North Bend Way (“Alpine Crossing Project”); and

WHEREAS, given Sallal’s demonstrated inability to satisfy its statutory duty to supply water to those commercial properties within the City Limits but also within the Sallal WSA, the City’s 2021 WSP reflects approval from multiple Washington State and King County agencies to supply water to the Dahlgren Project and the National Guard Project. The City is now providing water to the Dahlgren Project. The City is now preparing engineering plans for City water facilities to serve the National Guard Project. The City is now taking steps to serve City water to the Alpine Crossing Project; and

WHEREAS, due to Sallal’s own actions, the City Council has no basis to reasonably believe that Sallal will be able to cure its inability to provide water service to commercial and other properties within that portion of its WSA that lies within the City Limits. In particular, the Sallal Board of Directors in June 2022 imposed an emergency moratorium prohibiting any new water connections in its WSA, including new water connections inside the City Limits. Sallal indicated that the moratorium will last at least six months, but has also publicly announced that Sallal may “make the moratorium permanent until additional water rights are obtained;” and

WHEREAS, given Sallal’s demonstrated inability to currently serve water to properties within the City Limits, its indefinite moratorium, and the expensive multi-year process that Sallal must complete in order to obtain Department of Ecology approval for Sallal’s stated solution of obtaining “additional water rights,” the City Council must now take additional steps to satisfy its statutory duty to serve, and to ensure the supply of water sufficient to serve the Alpine Crossing Project and all other properties inside the City Limits that now lack access to water due to Sallal’s demonstrated inability to serve those properties; and

WHEREAS, for the past several years, well before Sallal imposed the current moratorium on new water connections, the City has repeatedly offered to execute a Water Supply Agreement with Sallal that would provide Sallal with more than sufficient additional water supply to serve its entire WSA, including the commercial properties located within the eastern portion of the City Limits; and

WHEREAS, Sallal has declined to enter into the proposed Water Supply Agreement. If Sallal would enter into the Agreement, this Resolution and subsequent City actions would be unnecessary; and

WHEREAS, the City Council must exercise its regulatory authority to protect the public health, safety, and welfare by taking actions to prioritize water availability for projects

within the City Limits until adequate water capacity is available to supply development projects in the City's WSA but located outside the City Limits;

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

Section 1. City Council Findings and Statement of City Council Policy. The City Council incorporates the above "Whereas" clauses as its findings. Based on these findings, the City Council accordingly declares:

- (A) The City will give priority to new water connections that serve property within the City Limits, whether within North Bend's WSA or Sallal's WSA;
- (B) For projects outside the City Limits but within the City's WSA, the City will provide a water connection equivalent to one Equivalent Residential Unit (ERU) for each existing tax parcel;
- (C) The City will not provide water connections to projects outside of the City Limits but within Sallal's WSA; and
- (D) The Mayor is requested to prepare an ordinance for City Council consideration and action adopting this statement of City Council policy.

Section 2. If a mutually acceptable Water Supply Agreement between the City and Sallal is executed in the future, or an otherwise mutually acceptable resolution is reached between Sallal and the City, then this Resolution and any related implementing Ordinance may be evaluated by the City Council for repeal or amendment, as the Council deems appropriate.

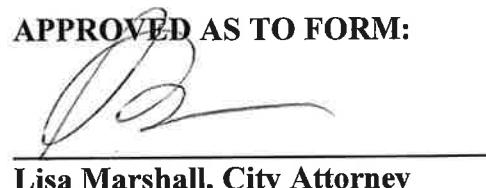
PASSED BY THE CITY COUNCIL OF THE CITY OF NORTH BEND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 2ND DAY OF AUGUST, 2022.

CITY OF NORTH BEND:



Rob McFarland, Mayor

APPROVED AS TO FORM:



Lisa Marshall, City Attorney

ATTEST/AUTHENTICATED:

Effective: August 2, 2022
Posted: August 3, 2022



Susie Oppedal, City Clerk



City Council Agenda Bill

SUBJECT:	Agenda Date: August 2, 2022	AB22-097
Resolution Regarding the Allocation of Future Water Connections and Recommending Adoption of a Related Ordinance	Department/Committee/Individual	
	Mayor Rob McFarland	
	City Administrator – David Miller	
	City Attorney – Mike Kenyon/Lisa Marshall	
	City Clerk – Susie Oppedal	
	Comm. & Economic Development – Rebecca Deming	
	Finance – Richard Gould	
	Public Works – Mark Rigos, P.E.	X
Cost Impact: \$0		
Fund Source: N/A		
Timeline: Ordinance would follow		

Attachments: Resolution, Exhibit A (Water Reallocation Map)

SUMMARY STATEMENT:

The City's Centennial Well permit includes terms regarding mitigation water in order to support instream flows in the Snoqualmie River watershed. Although mitigation water supply is currently available to the City, the City is taking proactive steps to ensure the availability of mitigation water and as needed far into the future. In furtherance of that goal, City administration is recommending the adoption of this Resolution, and a subsequent confirming Ordinance, intended to assure the reallocation and prioritization of future water supply and connections until the City is satisfied with its mitigation water supply.

Water mitigation is when the City conveys spring water or groundwater to the Snoqualmie River watershed, when the Snoqualmie River is running at low flows and if other certain conditions are met. The City is doing an excellent job of preserving the downstream environment associated with the Snoqualmie River and it could be arguably said the City is providing more positive change for the Snoqualmie River than any other water purveyor in the Snoqualmie River watershed. Planning for the future, the City is pro-actively considering all effects including that of climate change as part of its water rights. Because of a potential future mitigation water supply limitation in the months of October or November that could be caused by a preceding low snowpack winter and preceding drought like summer, the City continues to evaluate possible long-term solutions. One short-term solution is to reallocate future water connections and supply to prioritize properties inside North Bend Limits.

This Resolution reallocates and prioritizes new water connections first to properties located within the City Limits, and limits new water connections to properties located outside City Limits, but within the UGA and the City's water service area. Attached is a color-coded map that shows where reallocation of water supply and connections would occur.

One benefit of this Resolution and subsequent Ordinance is that it would allow property development, particularly commercial development, to occur along North Bend Way. Alpine Crossing, a proposed mixed-use project currently located in Sallal Water Association's (Sallal) Water Service Area, was denied water supply by Sallal earlier in 2022. More recently in June 2022, Sallal declared a full emergency water moratorium, which means no new water connections will be issued for an indefinite period within Sallal's water service area.

The proposal for water reallocation has been brought forward to both WA State Department of Health (DOH) planning staff and the King County Utilities Technical Review Committee (UTRC) Chair and both are supporting this water reallocation proposal.

In conclusion, City staff recommends approval of this Resolution. If this Resolution is supported, then a subsequent Ordinance would be brought forward at a later date.

City Council Agenda Bill

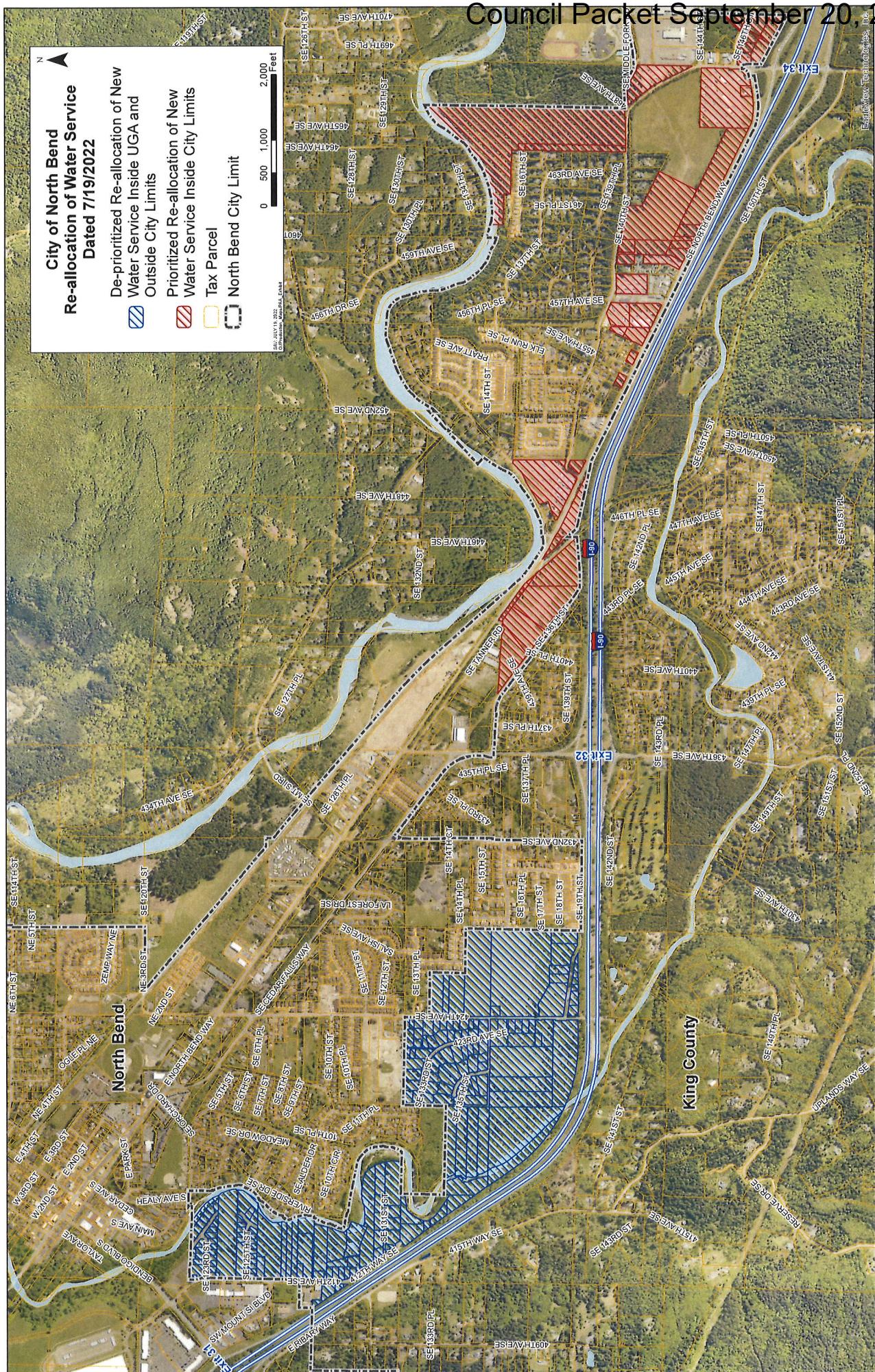
APPLICABLE BRAND GUIDELINES: Consistent delivery of quality basic services including transportation and traffic management.

COMMITTEE REVIEW AND RECOMMENDATION: This item was reviewed by the Transportation and Public Works Committee at their July 26, 2022 meeting and was recommended for approval and placement on the Main Agenda for discussion.

RECOMMENDED ACTION: **Motion to approve AB22-097, a resolution regarding the allocation of future water connections and recommending the adoption of a related ordinance, in a form and content approved by the City Attorney.**

RECORD OF COUNCIL ACTION

<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
August 2, 2022	Passed Resolution 2034	5-0





City Council Agenda Bill

SUBJECT:	Agenda Date: September 20, 2022	AB22-113
Motion Authorizing Contract with Site Workshop for the William H. Taylor Park and Riverfront Park Design Project	Department/Committee/Individual	
Cost Impact: \$219,300 (Additional services possible up to a total project cost not to exceed \$250,000)	Mayor Rob McFarland	
Fund Source: Park Impact Fees (authorized through 2021 Decision Card)	City Administrator – David Miller	
Timeline: Immediate	City Attorney – Mike Kenyon / Lisa Marshall	
	City Clerk – Susie Oppedal	
	Administrative Services – Lisa Escobar	
	Comm. & Economic Development – Rebecca Deming	
	Finance – Richard Gould	
	Public Works – Mark Rigos, P.E.	
	CED Senior Planner – Mike McCarty	X
Attachments: Site Workshop Work Scope and Fee		
SUMMARY STATEMENT:		
The North Bend City Council approved a decision card for the 2021-2022 biennial budget to fund the preparation of conceptual and preliminary design plans for William H. Taylor Park and Riverfront Park, in an amount of up to \$250,000.		
The intent for Taylor Park is for a plan that renovates the park to better connect the park to Downtown North Bend, provide a downtown community gathering space, make more efficient use of the parking and consider possible improvements and location for the railroad tracks and depot within the park. The intent for Riverfront Park is to better connect the park with downtown and provide trails and riverfront amenities, while maintaining the predominantly forested character and floodplain storage capacity of the site.		
The City solicited Statements of Qualifications (SOQ) from qualified consulting firms to prepare the park design plans. A total of 8 SOQs were received from various consulting firms. Following staff review and evaluation of the SOQs and interviews of the top three scored firms, staff recommends a contract with Site Workshop.		
The scope of work for City consideration includes alternatives to prepare a Phase 1 concept plan for each park for City approval for subsequent grant applications and permitting, inclusive of public process, site analysis, alternatives consideration, and cost estimates. The contract provides for an expenditure of \$219,300 for the services through preparation of the Phase 1 concept plans, with additional services beyond that including but not limited to engineering, construction plan, and permitting preparation (the cost of which will depend on the elements of the final recommended concept plan for each park) charged at an hourly basis thereafter, not to exceed a total project cost of \$250,000.		
Following evaluation of the consultants and review of the draft scope of work, City staff recommend approval of the contract.		
APPLICABLE BRAND GUIDELINES: Consistent delivery of quality basic services, Commitment to invest in the City and foster community engagement and pride, and Variety of recreation opportunities.		
COMMITTEE REVIEW AND RECOMMENDATION: This item was reviewed by the Community and Economic Development Committee during their August 16, 2022 meeting and was recommended for approval and placement on the Main Agenda.		

City Council Agenda Bill

RECOMMENDED ACTION: **MOTION** to approve AB22-113, authorizing a contract with Site Workshop for the William H. Taylor Park and Riverfront Park Design Project, in a form and content approved by the City Attorney, in an amount not to exceed \$250,000.

RECORD OF COUNCIL ACTION

<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
September 20, 2022		

SCOPE OF WORK

OVERVIEW

The primary purpose of this scope of work is to provide the City of North Bend (Client) with full design services for the Riverfront Park and W.H. Taylor Park Master Planning & Phase 1 Concept Design. Site Workshop will contract directly with the Client for these services.

This contract will create the Master Plan for the parks and provide project definition and concept design for Phase 1 improvements. Specific program elements are to be determined through a collaborative and inclusive process with City of North Bend, community members and stakeholders.

Project Area

The project consists of two sites in the City of North Bend, Riverfront Park and William Henry Taylor Park. Riverfront Park is along the South Fork Snoqualmie River and bordered by private residences and Bendigo Blvd S to the east and south. The site has an existing trail on top of a levee that was constructed for flood protection. Much of the park property is within the river's floodway. A portion of the property is in the floodplain only. The City also owns property on the other bank/west side of the river. That property is not the focus of this project, but will be considered in the master planning process. Bendigo Blvd S is a State Route under WSDOT jurisdiction.

W.H. Taylor Park is located in the heart of North Bend. It is bounded by E McClellan St and railway tracks to the North, E Park St, residences and apartments to the south, east and west. Two streets dead end at the park, Cedar Ave S and Ballarat Ave S. The Train Depot building within the park includes public restroom facilities and is the boarding spot for the seasonally run train operated by the Northwest Railway Museum. The City has recently replaced the roof and is in the process of renovating the interior of the building to house NW Railway museum ticketing, a small store, the Chamber of Commerce and Downtown Foundation.

Project Team

The project team will include the following sub-consultants: Signal (Architecture), KPFF (Civil Engineering), Herrera (Natural Resources) and a Surveyor. Other consultants – including arborist services, mechanical, structural, electrical, and geotechnical engineering – are to be engaged in future phases.

Project Schedule

The City of North Bend does not have a target date for project completion. Following is a suggested timeline for the initial phase of the project. It is anticipated that the project will kick-off on September 26, 2022.

Master Planning & Phase 1 Definition (+/- 9 months, Sept 26, 2022 – May 2023)

Project Initiation	12 weeks
Program Definition	10 weeks
Master Planning & Phase 1	14 weeks

Design, Bid, Build (duration is estimated and to be confirmed at completion of Master Plans)

Schematic & Design Development Documents	+/- 6 months
Construction Documents & Permitting	+/- 9 months
Bidding and Contracting	+/- 2 months
Construction	+/- 9 months

Site Workshop

Project Budget and MACC

The total project budget for the construction of Phase 1 improvements is undefined. A target construction budget for Phase 1 improvements at both sites is to be defined as part of the master planning process. It is anticipated that construction will be funded by a combination of grant funding, Si View Parks District and City of North Bend funding.

Based on the RFQ and conversations with City staff, it is understood that the master planning process should include consideration of the following elements for each Park:

W. H. Taylor Park

- Park entry and McClellan Street, terminus of Ballarat Avenue, and the downtown core, including pedestrian crossing of railroad tracks into the park
- Parking orientation and configuration along McClellan Street, including parking options
- Site planning within the park including plaza/gathering areas, trails and landscape improvements
- Connection to Si View Park to the South
- Train depot alternatives including possible relocation
- Consider potential additional acquisitions to expand the park

Riverfront Park

- Park entry and relationship of park to Bendigo Blvd and the river frontage
- Use of publicly owned property on both sides of the river
- Parking
- Plaza/gathering area, trails and landscape improvements
- Restrooms
- Consider potential additional acquisitions to expand the park
- Consideration of site constraints including floodplain, floodway and other possible critical areas.

Assumptions and Qualifications

- The Master Plan will be produced in one continuous effort through the completion of Phase 1 Definition. Pauses or project holds may result in additional services.
- Phase 1 detailed design and construction administration services to be contracted as Additional Services in a future contract amendment. Decisions made as a result of the Master Plan will inform the scope and level of effort for the Phase 1 final design, permitting and construction.
- This phase of the project is funded by local money and does not include any special stipulations or reporting as sometimes required by projected funded with State or Federal money.
- Public engagement will be a collaborative effort between the Client with support by the Site Workshop design team. Site Workshop will provide graphics and materials to be used and presented in outreach efforts, including materials used in print or distributed digitally.
- Master Plan final report will include a simple executive summary, brief summary of community engagement and alternative concepts, and a narrative description of the preferred master plan. Graphics prepared as part of engagement processed to be included in the master plan report.
- Printing costs for deliverables will be expensed.

- This proposal includes an estimate of reimbursable expenses, including printing costs and mileage to meetings in North Bend.

Exclusions

- Physical models and professional illustrations are excluded and may be provided as an additional service. Professional illustrations for purposes of this scope of work is intended to mean photorealistic 3d renderings.
- Cultural Resources and Archeology consultation are excluded. Off-site improvements including utility and transportation upgrades not on the site or street frontage are excluded.
- Research, design, and application in support of LEED, SITES or other “green” certifications.
- All permit submittals will be provided with Phase 1 future contract amendment and are excluded from this scope.
- All work associated with hazardous waste or contaminated soil is excluded.
- Plan processing or cost of permits and fees.
- Consultant services not specifically identified in this proposal.

Scope of Work – Basic Services

The initial scope will be limited to development of the Master Plan for each park and defining the scope for Phase 1 improvements which will create the basis for a scope update and associated contract amendment to continue work. Three distinct tasks are described below to create flexibility; however the actual work is effectively three parts: information gathering, program definition, and design. Each part includes various engagement activities intended to facilitate broad project support from the community, neighbors and city staff.

Task 1 - Project Initiation

This task is focused on understanding the sites through information gathering, site analysis and initial meetings with the Client, Design Team and project Stakeholders.

Subtask A - Critical Areas

- Assessment of the Riverfront Park parcels to determine all critical areas present within the property and assess the location of the OHWM (ordinary high water mark).
- Based on initial assessment, critical areas are to be rated, delineated and marked for pick-up by the surveyor, including all wetlands and the OHWM.
- Deliverables: Critical Areas Delineation and Report

Subtask B - Site Survey

- Site survey for the park properties including boundary, topography, site structures, vegetation and utilities. Survey to include picking up delineation of critical areas at Riverfront Park.
- It is assumed that survey of the W.H. Taylor Park site will be limited to the park property at this stage of the project until planning has advanced sufficiently to determine the extent of McClellan Street and railroad survey that will be required to support the development of the preferred concept plan.
- Deliverables: Site Survey in autocad .dwg and pdf format for the Riverfront Park and W. H. Taylor Park parcels.

Subtask C – Start-Up & Site Analysis

- Contracting, Project Start-up
- Review of existing conditions, documents, data gap analysis, reports.
- Site analysis and associated documentation.
- Kickoff workshops with staff and stakeholders (2) separate in-person workshops.
- Bi-weekly Client meetings (on-line)
- Design team meetings (on-line or in person in Seattle)
- Project management
- Deliverables: Data gap analysis / summary memo, site analysis workshop graphics, and combined base files.

Task 2 – Program Development

This task is focused on program development through interactive workshops, meetings, digitally available and physically available materials/surveys.

- Public Engagement(s) #1: project overview and idea generation presented in a variety of ways, including on-line survey, (1) in-person public meeting, and digital/printed materials created to be available at City facilities and events.
- Stakeholder Workshop(s): targeted interactions with specialty stakeholders, assumes (1) in-person and other workshops on-line
- Bi-weekly Client meetings (on-line)
- Design team meetings (on-line or in person in Seattle)
- Project management
- Deliverables: Public engagement and workshop materials, meeting notes and summary, etc.

Task 3 – Master Planning / Phase 1 Concept Design:

This task is focused on development of alternative concepts for each site, development of a preferred master plan and report, and definition of Phase 1 projects for each sites to establish a construction budget and extent of work for Phase 1 improvements.

- Site Planning: develop (3) conceptual site plans for each park. Alternative concepts are intended to test preferences and priorities, including precedent imagery and graphics to support ideas.
- City Council Workstudy for presentation of concept options and ideas.
- Public Engagement(s) #2: share options via online media and (1) in-person public meeting or open house, consider a “party in the park.” Materials to be provided to be available for posting on City website or in an on-line survey or for physically posting in a City facility.
- Synthesize options to a single plan for each site.
- Public Engagement(s) #3: share synthesized plan via online media and (1) in-person public meeting or open house, consider a “party in the park.” Materials to be provided to be available for posting on City website or in an on-line survey or for physically posting in a City facility.
- Final Master Plan and reports
- Phase 1 Concept Plans
- Bi-weekly Client meetings (on-line)
- Design team meetings (on-line or in person in Seattle)
- Project management
- Estimate of probable costs for full Master Plan and Phase 1 Park Improvements.

Council Packet September 20, 2022

Scope of Work
North Bend Parks
Revised August 10, 2022

- **Deliverables:** Public engagement materials, design drawings and narrative, estimate of probable costs, and Phase 1 Concept Plan. Concise final report document for Council approval.

Other Services

Below Tasks to be determined pending extent of Phase 1 Improvements. The items below may be included in a future contract modification as needed pending decisions made for Phase 1.

Arborist Report

Assessment of the condition of all existing trees greater than 6" caliper, including a map and table of trees with arborist recommendations.

Geotechnical Report

Geotechnical analysis, including test pits as required for the engineering of proposed improvements including site structures, pavements and on site stormwater facilities.

Schematic Design

The purpose of Schematic Design is to fix and describe the size and character of the Phase 1 improvements. Scope of work to include: A single Schematic Design document package including Plans, Sections and Project Narrative.

Design Development

Preparation of (1) document package including drawings, outline specifications, cost estimate, etc. in sufficient detail to describe all aspects of the proposed development.

Construction Documents

Preparation of (3) document packages (60%, 90% and 100%) including drawings, specifications, cost estimates, etc. in sufficient detail to construct all aspects of the proposed development.

Bidding and Contracting

Assembling of bidding documents for advertisement in public bid environment. Assist Client in preparation of support documents reflective of the project MACC and other budget considerations.

Construction Administration

Administration of construction including weekly meetings, management and review of built work.

Project Closeout

Assist in determining substantial and final approval of the project, including a joint final inspection with Client. City will prepare a final punch list.

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Scope of Work
North Bend Parks
Revised August 10, 2022

Fee Summary

Site Workshop will contract directly with Client for the following proposed services:

Basic Services

Phase	Basis	Fee
Task 1: Project Initiation		
Subtask A: Critical Areas	NTE	\$40,000
Subtask B: Site Survey	NTE	\$40,000
Subtask C: Site Analysis & Start-Up	Lump Sum	\$28,300
Task 2: Program Definition	Lump Sum	\$28,300
Task 3: Master Plan / Phase 1 Concept Design	Lump Sum	\$79,700
Subtotal		\$216,300
Reimbursable Expenses	NTE	\$3,000
Total		\$219,300

Future / Additional Services

The following other services are anticipated. A fee proposal for these services to be provided at the completion of the Master Plan/Phase 1 Definition Phase.

Task	Basis	Fee
Geotechnical Report	TBD	TBD
Arborist Report	TBD	TBD
Schematic Design – Project Closeout	TBD	TBD
Total		TBD

Site Workshop HOURLY RATE SCHEDULE

Personnel	Hourly Rate
Principal	\$150
Project Manager / Landscape Architect	\$120
Horticultural Support	\$110
Technical/Admin	\$95



City Council Agenda Bill

SUBJECT:	Agenda Date: September 20, 2022	AB22-114
Motion Authorizing Contract with Gray & Osborne (G&O) for the Meadowbrook Sewer ULID	Department/Committee/Individual	
Cost Impact: \$1,053,700	Mayor Rob McFarland	
Fund Source: ULID Fund	City Administrator – David Miller	
Timeline: Immediate	City Attorney – Mike Kenyon / Lisa Marshall	
	City Clerk – Susie Oppedal	
	Administrative Services – Lisa Escobar	
	Comm. & Economic Development – Rebecca Deming	
	Finance – Richard Gould	
	Public Works – Mark Rigos, P.E.	X
Attachments: Exhibit A - G&O Work Scope, Exhibits B-1 and B-2 - G&O Fees		

SUMMARY STATEMENT:

I. Project History:

In 2019, City of North Bend (City) staff began evaluating a large potential sanitary sewer capital project, primarily due to significant public interest in public sewer accessibility and availability to the Meadowbrook area. Additionally, many sewer petitions signed by property owners in the Meadowbrook area were received by the City in 2019. Subsequent to those petitions, the City contracted with engineering consulting firm Gray and Osborne (G&O) to provide a preliminary engineering study and cost estimate evaluations for various sewer collection and conveyance systems in the Meadowbrook area.

The Meadowbrook area encompasses nearly 500 acres. The Meadowbrook area lacks access to public sewer because the South Fork Snoqualmie River separates Meadowbrook from the City's sewer conveyance system and wastewater treatment plant. Consistent with the City's 2017 Sewer Comprehensive Plan, City staff initially selected 68 tax parcels to be analyzed for inclusion in a potential Meadowbrook Sewer Utility Local Improvement District (ULID). G&O analyzed three potential sewer systems for the Meadowbrook area. Based on the G&O analysis, the City recommended the least expensive system, which is a low pressure grinder pump sewer system rather than a vacuum or gravity system. Following that evaluation by G&O, an appraisal study was prepared by Sova Consulting (Sova) to ensure that the special benefits created by the ULID would exceed the total ULID construction costs. Sova estimated the total benefits to property owners collectively to be greater than \$11 million. The estimated construction and design costs prepared by G&O for the system were greater than \$7 million. As such, the estimated special benefits following construction were more than \$4 million, which allowed the ULID to proceed.

Months later, in early fall of 2021, the City received signed petitions from the owners of more than 50% of the privately owned parcels by area of which there were approximately 60 within the proposed Meadowbrook ULID area requesting the formation of the sewer ULID. The total number of parcels within the ULID is approximately 68, when the City owned parcels are included. In early 2022, the City petitioned its own parcels to be included within the Meadowbrook Sewer ULID. Ultimately, the signed petitions were received from the owners of approximately 65% by area within the Meadowbrook ULID Boundary. At the August 2, 2022, City Council meeting, the City Council voted unanimously to form the Meadowbrook Sewer ULID.

II. Prime Consultant Selection:

In early 2020, the City released a RFQ (Request for Qualifications) to seek a prime consultant for the project. The City received approximately five SOQs (Statement of Qualifications) in response. The City reviewed the SOQs and narrowed its list of potential project consultants to three firms, which were Cannon Engineering, RH2, and G&O. Those firms were each subsequently interviewed and vetted by City Public

City Council Agenda Bill

Works Department staff. Evaluation and scoring of the consultants was done based on objective criteria. G&O scored the highest and was deemed most qualified to serve as the project consultant. G&O key qualifications include:

- A. G&O's project manager, Roger Kuykendall, is a licensed Professional Engineer and has worked on a number of substantial transportation and utility related capital projects with the City. G&O has a proven and successful performance track record on these projects.
- B. One of Mr. Kuykendall's areas of expertise is sanitary sewer systems.
- C. G&O prepared the City's 2017 Sewer Comprehensive Plan, which was subsequently approved by WA State Dept. of Ecology and WA State Dept. of Health. G&O is therefore familiar with the City's sanitary sewer infrastructure.
- D. G&O's rates are competitive with other Seattle/Eastside consulting companies providing similar work.
- E. G&O is on the Municipal Resources Services Center roster and regulatory works with cities.
- F. G&O can provide inspection and construction management support at a later date, if necessary.
- G. G&O's engineers have done substantial work on the ongoing adjacent Wastewater Treatment Plan HPI design and construction project (Phase I and II).

III. Engineering and Permitting:

One of the project's next steps is to prepare the engineering plans and permit the project. Once the plans are near 60% completion, the project will then undergo State Environmental Policy Act (SEPA) review and the permit process will commence. Following SEPA review, the final engineering plans (construction documents) will be prepared. The construction documents will include a cost estimate.

G&O, as the prime consultant, will prepare plans, specifications, and engineering cost estimates (PS&E). The project proposal amount is \$1,053,700. In order to complete the PS&E, numerous professional and engineering services must first be provided to perform various tasks, including:

- Conduct utility locates of approx. three miles of public right-of-ways
- Prepare topographical survey mapping of three miles
- Prepare conceptual engineering design
- Conduct and prepare floodplain development permits
- Conduct and prepare wetlands and stream study
- Conduct and prepare archaeological and cultural study
- Evaluate various locations for sewer lift station(s)
- Selection of pipe bridge over River, anchoring sewer pipe to ex. bridge, or boring under River
- Conduct geotechnical soil evaluations at sewer lift station(s)
- Prepare preliminary engineering plan and profile design
- Issue SEPA conditions
- Obtain environmental permits
- Prepare final engineering design
- Prepare construction cost estimate
- Prepare second special benefits analysis

The above phase of engineering, permitting and cost estimate is anticipated to take approximately 24 months. Simply put, there is a tremendous amount of work that needs to occur to have this project "shovel ready". This project is intended to undergo the traditional design / bid / build procurement model.

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IV. Anticipated Schedule:

City staff intend to have this project fully permitted and “shovel ready” sometime in late 2024, so that advertising and construction can occur in early 2025. The schedule is as follows:

1. Perform surveying, engineering, cultural evaluation, wetland delineation, and SEPA Environmental public notification work from beginning in fall 2022 through spring 2024.
2. Permit project in 2024. Permits and approvals will be needed from the City of North Bend, Washington State Department Fish and Wildlife, U.S. Army Corps of Engineers, and Washington State DOT.
3. Advertise project for construction bids in early 2025.
4. Begin construction in spring 2025.

V. Engineering Contract:

Attached is work scope and fee comprised of Exhibits B-1 (engineering and consultant work for \$870,700) and B-2 (ULID support for \$183,000). The attached work scope from G&O includes several sub-consultants in areas where G&O lacks specific expertise. City staff believe the G&O fee is reasonable for the large and expansive work scope involved.

City staff recommend approval of this contract.

APPLICABLE BRAND GUIDELINES: Consistent delivery of quality basic services

COMMITTEE REVIEW AND RECOMMENDATION: This item was reviewed by the Transportation and Public Works Committee during their August 23, 2022, meeting and was recommended for approval and placement on the Main Agenda.

RECOMMENDED ACTION: **MOTION to approve AB22-114, authorizing an engineering services contract with Gray and Osborne for the Meadowbrook Sewer ULID, in a form and content approved by the City Attorney, in an amount not to exceed \$1,053,700.**

RECORD OF COUNCIL ACTION

<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
September 20, 2022		

EXHIBIT A

SCOPE OF WORK

CITY OF NORTH BEND MEADOWBROOK ULID SANITARY SEWER SYSTEM

PROJECT UNDERSTANDING

The City of North Bend wishes to contract with Gray & Osborne for design, permitting, and ULID support services to develop a sanitary sewer collection system to serve the Meadowbrook area. The Meadowbrook area consists of approximately 674 acres in the northwest portion of North Bend. The area is bordered by Interstate 90 on the south, the city limits to the north and west, and South Fork Snoqualmie River to the east. The City seeks to install a sanitary sewer collection system in the area to serve as a backbone system to facilitate development in the area. Once collected, the wastewater will be conveyed across Ribary Creek and the river to the wastewater treatment facility (WWTF) influent lift station. Based on preliminary planning work, it is estimated that approximately 20,000 linear feet of sewer main and one lift station will be constructed under this contract. The work required to complete the project includes:

- Preliminary Design and Cost Estimates
- Preliminary Assessments
- Formation of the ULID
- Engineering Design
- Permitting
- Bid and Award of Construction Contract
- Final assessments

This scope of work includes work from preliminary design through bid and award of the construction contract, plus ULID support and does not include construction management support services. Should these services be desired after the construction contract has been awarded, an additional scope of work will be prepared to assist the City with construction administration, inspection, and management of the contract.

Gray & Osborne completed a planning-level Preliminary Engineering Study (Study) in January 2019 that reviewed several options for serving the Meadowbrook area with sewers. The Study made several broad assumptions regarding critical areas, soils, groundwater, permitting, ULID formation costs, individual service connections, and other items that now should be further defined with additional predesign work. This predesign work will produce a more detailed scope of the project, define individual property owners' responsibilities, and provide overall project costs that are necessary prior to the preparation of the preliminary assessment roll and the ULID formation hearing.

To complete the predesign report and prepare bid-ready contract documents, we are subcontracting with PanGeo to perform the required soil exploration and geotechnical work, Cultural Resource Consultants to perform cultural resources review, and the Wetland Resources to perform the required critical areas delineations, impact analyses, and permitting work. Based on our understanding, we propose to provide the following engineering design and environmental permitting services for the project, with the estimated cost for this work provided in Exhibit B-1.

DESIGN

Task 1 – Project Management

Provide overall project management and oversight of the project work by the Principal-in-Charge and senior staff members.

Provide overall project management and oversight services, to include:

- A. Procure sufficient staff resources to dedicate to the project.
- B. Prepare and execute subconsultant contracts.
- C. Manage subconsultant work.
- D. Manage and control project budget and schedule.
- E. Manage and provide monthly progress reports and invoices.
- F. Attend monthly meetings with City Staff for the duration of the project, prepare meeting agendas and publish meeting minutes, as applicable. Twenty-four meetings are assumed, at 4 hours each, including travel time.

Task 2 – Survey

Define the limits of the existing rights-of-way, property lines, and easements in the project corridors prior to design. Obtain vertical and horizontal control necessary for design of the project, obtain pertinent topographical information to include identifying existing and marked utilities, and pertinent topographical features to facilitate design of the project. This Contract assumes survey of the following corridors:

- State Route 202, Gardiner Creek to Sydney Avenue North
- Boalch Avenue NW, Gardiner Creek to State Route 202
- NW 14th Street, Gardiner Creek to Boalch Avenue NW
- West North Bend Way, Gardiner Creek to South Fork Snoqualmie River
- NW 8th Street, Gardiner Creek to State Route 202
- Alm Way, Gardiner Creek to NW 8th Street

- West boundary of Mini Basin 127, NW 8th Street to Nintendo facility
- West boundary of Mini Basin 131C, West North Bend Way to Nintendo facility

Subtask 2.1 – Right-of-Way and Easement Research

- A. Acquire and utilize readily available records of survey, plat maps, assessor maps, etc., from King County (Auditor's Office) along the project corridors as required for establishing the existing rights-of-way and easements along the proposed sanitary sewer alignments.
- B. Identify current rights-of-way along the proposed alignment.
- C. Where required, obtain title reports of affected properties to establish existing property legal descriptions and easements. It is assumed that a total of four properties will require title reports and easement research.
- D. Overlay the rights-of-way and existing property easements on a plan view of the project corridor.

Subtask 2.2 – Topographic Survey

- A. Establish vertical and horizontal control on the City adopted datum for survey and mapping at a scale of not more than 1 inch = 20 feet (horizontal) and 1 inch = 5 feet (vertical). Vertical control will be suitable for establishing 2-foot contour intervals and to support the design and construction included in this scope of work.
- B. Acquire topographical information of the site (within and adjacent to the project corridor) to include establishing surface grades, pavement edges, visually obvious and marked utilities (including utility poles, hydrants, valves, etc.), buildings, fences, major trees and significant landscaping, sidewalks, etc., in sufficient detail to support an adequate level of design.
- C. Identify potential easements that may be required to complete the project.

Subtask 2.3 – Easements

- A. Meet with affected property owners to obtain information regarding temporary and permanent easements as required to support project design and construction. This scope assumes four meetings by G&O staff to discuss temporary and permanent easements.
- B. Provide conceptual drawings as required in support of obtaining temporary and permanent easements from affected property owners. It is

assumed that the City will negotiate with individual property owners for easements.

- C. Prepare legal descriptions and supporting exhibits to assist the City in obtaining temporary and permanent easements along the project alignment required for construction.

Task 3 – Utility Data Acquisition

Acquire record drawings and/or as-built information from utility purveyors known to provide service in the project corridor.

- A. Provide written requests for available utility information from all utility purveyors known to provide utility service in the project area.
- B. Review data provided by utility purveyors and incorporate into project design as may be applicable.
- C. Prior to survey, the City shall contact One-Call to cause utility locate and marking of existing utilities. This information will be picked up by the survey crew and incorporated into the project base map.

Task 4 – Geotechnical Investigation

Conduct field explorations to determine design recommendations to support the proposed sanitary sewer improvements and asphalt reconstruction as well as establishing groundwater levels and characteristics of subsurface material. This task will be completed by a qualified geotechnical engineering firm, and culminate in the preparation of a final Geotechnical Report. These services will be provided by PanGEO and include the following:

- A. Perform a geotechnical exploration and analysis to determine existing subsurface conditions. A total of up to 12 test borings will be reviewed and analyzed in and along the project corridor, including potential sites for bridge abutments.
- B. Laboratory Testing – Conduct appropriate laboratory tests on selected samples in accordance with appropriate American Society for Testing and Materials (ASTM) methods. Natural moisture content and grain size distribution tests will be conducted on soil samples. Other laboratory tests will be performed on an as-needed basis, based on the types of soils encountered.
- C. Engineering Analyses – Perform engineering analyses to address geotechnical engineering issues that may be associated with the project

improvements. These include the foundation design for pipe bridge(s), new buried City-owned utilities, backfill requirements, dewatering, and subgrade preparation requirements for pavement sections.

- D. Convert 10 of the test borings into groundwater monitoring wells and monitor groundwater periodically during the winter months.
- E. Report – Prepare a draft geotechnical report for review and comment by the City. The draft report will summarize the results of the geotechnical work and include a site map with approximate test pit locations, description of surface and subsurface conditions (soil and groundwater), existing pavement thickness, design parameters, and earthwork recommendations. Revise the draft geotechnical report to address review comments provided by the City and/or G&O. Submit three copies of the signed and stamped final report to the City.
- F. Coordinate with design engineer regarding design recommendations and perform review and provide feedback of proposed designs.

NOTE: The geotechnical work is for geotechnical evaluation of physical soil properties only. Evaluation of contaminated soils, fill, and groundwater are specifically excluded from this task.

Task 5 – Cultural Resources Review

Provide cultural resources assessment to support project design. These services will be provided by Cultural Resources Consultants and include the following:

- A. Background Research – Conduct a search on Washington Department of Archaeology and Historic Preservation’s (DAHP) WISAARD system to identify recorded historic built environment, historic register listed properties, archaeological sites, cemeteries, and previously completed cultural resources assessment in proximity to the project location. Review pertinent environmental, archaeological, ethnographic, and historical information appropriate to the project location from a variety of available resources. The goal of background research is to provide contextual information regarding the natural environment and cultural use of the project location, identify recorded cultural resources, and determine the potential for as-yet unrecorded cultural resources to be encountered during proposed project actions.
- B. Tribal Contact – Contact the cultural resources staff of tribes that may have an interest in or information regarding the project location. This communication is intended to inform the cultural resources assessment and does not constitute government-to-government consultation. Copies

of this correspondence and received responses will be included as an attachment in the cultural resources assessment.

- C. Field Identification – Conduct field investigations of the project location to identify archaeological and historical resources. Investigation will include pedestrian survey and subsurface excavation in amenable environments that have the potential to contain buried archaeological deposits. Methods will be consistent with DAHP guidelines.
- D. Documentation of Findings – Document and record identified archaeological and historic sites within the project location on DAHP archaeological and/or historic site(s) forms. All identified resources will be photo-documented and recorded in the field. Archaeological materials or deposits will be documented and reburied, if appropriate, within the find location. Cultural resources will be evaluated for significance following local, state, and/or national significance as appropriate based on the project's regulatory nexus. Documentation will be consistent with DAHP standards and will be completed on DAHP's WISAARD system.
- E. Cultural Resources Assessment Report – Prepare a technical memo describing background research, field methods, results of investigations, and management recommendations. The report will provide supporting documentation of findings, including maps and photographs, and will conform to DAHP reporting standards and the appropriate requirements based on the regulatory nexus. Report and support materials will be provided electronically in PDF format. An inadvertent discovery protocol and primary contacts will be provided as an attachment in the assessment. This task includes one round of consolidated comments from the client prior to the submission of the final report to DAHP. Assist the client in submitting the cultural resources assessment and any associated documentation to DAHP, via their WISAARD system.

Task 6 – Predesign Report

Prepare a predesign report summarizing the project understanding, design criteria, regulatory requirements, and general design guidelines and standards to govern the project design.

- A. Prepare a predesign report summarizing the project understanding, project limits, utility needs, design criteria, regulatory requirements, and general design guidelines and standards to govern the project design. In addition, the report will identify and describe the recommended improvements (i.e., low-pressure sewers or gravity sewers) to provide sanitary sewer service to the Meadowbrook area, and include updated construction cost estimates for inclusion in the ULID formation documents.

- B. Submit the report to City staff and solicit comments and/or clarifications. Incorporate all relevant review comments into final report. Issue final report to City.

Task 7 – Environmental Services

Perform cursory reconnaissance of wetland and stream critical areas to assess limits and potential impacts to project design. Delineate and flag wetland and stream boundaries, prepare delineation reports, Critical Areas Report(s), and FEMA habitat assessment, as applicable. Coordinate with permitting agencies and prepare conceptual mitigation plans for inclusion in permit applications. Please note preparation of bid-ready final mitigation plans, specifications, and cost estimates are not included as a part of this contract and will be prepared under an additional scope, once the final impacts and agency requirements are known.

- A. As part of the predesign work, perform a site reconnaissance along project corridors to identify and briefly describe any potential wetland or stream critical areas for incorporation into the pre-design report. All remaining tasks described herein are for the purposes of completing the design and permitting required for the project.
- B. Perform field exploration and delineations of affected wetland and stream boundaries and ordinary high water marks (OHWM). Flag and mark delineated areas, and provide field sketch of markings for pickup during topographical survey. Prepare draft and final wetland and stream delineation report for review and comment by the City.
- C. Prepare draft and final Critical Areas Report, in accordance with City of North Bend requirements, to support local permitting efforts, for review and comment by the City.
- D. Prepare draft and final FEMA habitat assessment report for any structures proposed within the regulatory 100-year floodplain, for review and comment by the City.
- E. Prepare application for Substantial Shorelines Development Permit, in accordance with City of North Bend requirements, to support local permitting efforts, for review and comment by the City.
- F. Prepare application for Hydraulic Project Approval (HPA) from Washington Department of Fish and Wildlife (WDFW) for all stream crossings. Coordinate with WDFW, tribes, and permitting agencies, including one site meeting.

- G. Prepare draft and final conceptual mitigation plans. Provide conceptual plans for review and comment by project team. Again, please note preparation of bid-ready final mitigation plans, specifications, and cost estimates are not included as a part of this contract and will be prepared under an additional scope, once the final impacts and agency requirements are known.
- H. Coordinate with design engineer regarding design recommendations and perform review and provide feedback of proposed designs.

Task 8 – Permitting

Prepare and submit the various permit applications required to facilitate construction of the project. Coordinate permit activities among permitting agencies, City staff, and sub-consultants.

Prepare application and related application materials such as maps, drawings, calculations, earthwork quantities, and reports, for the following permits:

- A. Local Permits:
 - 1. Right-of-Way or Street Use
 - 2. Clearing and Grading
 - 3. Floodplain Development
 - 4. Shorelines Substantial Development
 - 5. Building Permits
- B. State Environmental Policy Act (SEPA). It is assumed that the project is categorically exempt from SEPA and that the City's SEPA official will issue the "exempt" determination and provide the required public notices, as applicable.
- C. Stormwater General Construction Permit. If the project disturbs more than 1 acre of land, prepare and submit for a NPDES Stormwater General Construction Permit from the Washington State Department of Ecology (Ecology). Permit will be transferred to the contractor during construction.
- D. Approval will be required from the Northwest Railway Museum to install pipelines beneath the existing railroad.
- E. HPAs from WDFW will be required for the bridge(s).
- F. Clean Water Act Section 404 permit from U.S. Army Corps of Engineers (USACE). It is assumed that the project can be designed without

triggering a 404 permit, and therefore this work is not included in this scope.

- G. Clean Water Act Section 401 Certification from Ecology. It is assumed that the project can be designed without triggering the requirements for a 401 certification, and therefore this work is not included in this scope.

Task 9 – 30 Percent Design

Prepare 30 percent design effort drawings, sketches, diagrams, schematics, and/or renderings of the proposed sanitary sewer alternatives for City's review and use at Council workshops, staff meetings, stakeholder meetings, and public venues.

- A. Incorporate all utility as-built information, plat map (property line) information, survey data, and other available and relevant information into the development of a base map.
- B. Prepare and submit for review and comment, layouts and full-size drawings of sanitary sewer design representing a 30 percent design effort to include alignments, profiles, and typical cross sections illustrating the proposed improvements. These proposed improvements will be designed on the base map developed from the project survey.
- C. Calculate bid quantities and prepare preliminary level construction cost estimates and submit for review and comment.
- D. Meet with City staff as may be required to review project status and solicit concerns/comments

Task 10 – 60 Percent Design

Prepare project drawings, specifications, and cost estimates of the sanitary sewer improvements representing a 60 percent design effort for City's review and comment. Specifications will be prepared in WSDOT format. Design will be limited to the preferred alignments developed through the 30 percent design effort.

- A. Prepare and submit for review and comment, preliminary construction plans in City-approved format to include title sheet, legend, location and vicinity maps, plan and profile sheets, special notes, special details, etc.
- B. Prepare and submit for review and comment, draft project specifications in WSDOT format referencing the 2022 *Standard Specifications for Road, Bridges and Municipal Construction*. Specifications to include City-approved proposal, contract, and bonding documents.

- C. Calculate bid quantities and prepare construction cost estimates and submit for review and comment.
- D. Meet with City staff as may be required to review project status and solicit concerns/comments.

Task 11 – 90 Percent Design

Prepare project drawings, specifications, and cost estimates of the sanitary sewer improvements representing a 90 percent design effort for City review and comment. Specifications will be prepared in WSDOT format.

- A. Prepare and submit for review and comment construction plans in City-approved format to include title sheet, legend, location and vicinity maps, plan and profile sheets, special notes, special details, etc.
- B. Prepare and submit for review and comment project specifications in WSDOT format referencing the 2022 *Standard Specifications for Road, Bridges and Municipal Construction*. Specifications to include City-approved proposal, contract, and bonding documents.
- C. Calculate bid quantities and prepare construction cost estimates and submit for review and comment.
- D. Meet with City staff as may be required to review project status and solicit concerns/comments.

Task 12 – Final Design

Prepare final design drawings and specifications for use as bid documents suitable for bidding, award, and construction of the project. Specifications will be prepared in WSDOT format, meeting minimum City and WSDOT requirements, adhering to City codes and state guidelines where and when applicable. Plans shall be prepared in City-approved format to include plan and profile sheets and special details.

- A. Prepare final bid/construction plans in City-approved format to include title sheet, legend, vicinity and location map, plan and profile sheets, special notes, special details, etc.
- B. Prepare final specifications in WSDOT format to include proposal, contract, bonding documents, and technical specifications.
- C. Prepare final quantity takeoff and construction-level construction cost estimate.

Task 13 – Quality Assurance/Quality Control

Oversee four, in-house, quality assurance/quality control (QA/QC) meetings at G&O's office during the course of the design project. The meetings will include senior project staff and selected design team members.

Conduct QA/QC meetings at the following levels:

- Predesign Report (Task 6)
- 30 Percent Design (Task 9)
- 60 Percent Design (Task 10)
- 90 Percent Design (Task 11)

Ensure incorporation of relevant recommendations and suggestions into bid/construction documents resulting from QA/QC reviews.

Task 14 – Bid Support

Assist the City during the bid phase.

- A. Support City staff to answer bid inquiries during bid phase.
- B. Support City staff to prepare any Bid Addenda as may be required.

ULID SUPPORT SERVICES

We have identified three major categories of work involved in the ULID process, including Formation, Support, and Closeout. A detailed breakdown of specific tasks within each of these major categories are further detailed below. The estimated cost for ULID Support Services is provided in Exhibit B-2.

Task 1 – ULID Formation

Assist and support the City with preformation and formation tasks of the ULID to include the following:

- A. Public Outreach. As may be directed by the City, prepare workshop invitations, handouts, and flyers for public distribution. Provide conceptual drawings, sketches, diagrams, schematics, and/or renderings of the proposed alternatives to illustrate the proposed improvement options. Attend public meetings to support staff with informing the public regarding the ULID process, and the specific project.
- B. Assist the City with preparing technical information, resolutions, ordinances, notices, etc., and attend meetings with City Council, City staff,

general public, and ULID property owners regarding the ULID formation. Attendance at meetings is generally assumed to require 4 hours, including travel time.

- C. Support City staff with the review of a petition signed by property owners aggregating a majority of the area of the proposed ULID.
- D. Certify sufficiency of petition.
- E. Attend meeting to inform and educate the City Council regarding the ULID process.
- F. Attend initial meeting to inform ULID property owners regarding the ULID process.
- G. Attend initial meeting with general public regarding the ULID process.
- H. Prior to completion of the pre-design report, attend second meeting with the ULID property owners to solicit concerns and gather information regarding potential property development activities and specific requests (i.e., stub locations, sewer depth) that might affect the project design and cost.
- I. Attend City Council meeting to present the pre-design report, including an updated construction cost estimate (completed under design Task 6). Present the certified cost and ULID scope.
- J. Support City-hired appraiser to complete a Special Benefits Study prior to preparing the preliminary assessment roll.
- K. Prepare preliminary assessment roll.
- L. Attend second meeting with general public regarding the status of the project.
- M. Prepare draft resolution setting time, date, and place for the formation hearing. Attend Council meeting to support adoption of the resolution fixing the date of formation hearing.
- N. Prepare and mail notice of formation hearing to ULID property owners as listed on the County Assessor's records at least 15 days before date fixed for hearing.

- O. Arrange for publication of notice of formation hearing in at least two consecutive issues of the City's official newspaper, the first publication being at least 15 days prior to the hearing date.
- P. Attend Council hearing to support formation of the ULID.
- Q. Prepare draft ordinance for creating the ULID and ordering the improvements. Attend Council meeting to support adoption of the ordinance creating the ULID and ordering the improvements.
- R. SEPA official issues determination, unless project is categorically exempt.
- S. Arrange for publication of ordinance creating the ULID in the City's official newspaper.
- T. Within 15 days after creation of ULID, file ordinance creating ULID, boundary diagram of ULID, and preliminary assessment roll with City Treasurer.
- U. Determine if ULID contains "farm and agricultural land" or "timberland" as defined in RCW Section 84.34.310. If so, file notice of formation of ULID with County Assessor and County Council. If ULID does not contain such farm and agricultural land or timberland, obtain certificate from the County Assessor to that effect.
- V. If a formation lawsuit is filed within 30 days of the adoption of ordinance creating the ULID, attend hearing/proceedings, as applicable.

Task 2 – ULID Support

After formation of ULID, support City staff to address concerns or questions regarding the project during design, to include the following:

- A. Attend Council meeting authorizing final design work. It is assumed that the City will perform all work to obtain interim financing for construction.
- B. After completing the design, but prior to the start of construction, attend third meeting with the ULID property owners to inform them of the final construction cost estimate and schedule.
- C. Prior to the completion of construction, attend fourth and final meeting with the ULID property owners to inform them of the projected final construction cost and schedule.

- D. Support City staff with addressing Citizens concerns or questions regarding the project and the ULID process.

Task 3 – ULID Closeout

After completion of construction, assist City with ULID closeout to include the following:

- A. Upon Council acceptance of the completed project, prepare final assessment roll.
- B. Prepare draft resolution setting time, date, and place of final assessment roll hearing. Attend Council meeting to support adoption of the resolution fixing the date of final assessment hearing.
- C. Prepare and mail notice of final assessment hearing to property owners as listed on the final assessment roll at least 15 days before date fixed for final hearing.
- D. Arrange for publication of notice of final assessment hearing in at least two consecutive issues of the City's official newspaper, the first publication being at least 15 days prior to the hearing date.
- E. Attend Council hearing to support final assessment roll.
- F. Prepare draft ordinance for confirming and levying the final assessments. Attend Council meeting to support adoption of the ordinance confirming and levying the final assessments.
- G. Arrange for publication of ordinance confirming and levying the final assessments in the City's official newspaper.
- H. If an appeal of the final assessment roll is filed within 10 days of the adoption of ordinance confirming and levying the final assessments, attend hearing/proceedings, as applicable.
- I. Finance Director arranges for two publications in City's official newspaper that the final assessment roll has been filed for collection for two consecutive weeks.
- J. Finance Director prepares and mails notice to affected property owners that the final assessment roll has been filed for collection.

SCHEDULE

We are proposing the following schedule:

Task	Date Completed
Contract Signed	August 2022
Utility Data Acquisition	October 2022
Survey	November 2022
Geotechnical Investigation	April 2023
Cultural Resources Review	April 2023
Predesign Report	May 2023
Environmental Services	July 2023
Permitting	December 2023
Thirty Percent Design	January 2024
Sixty Percent Design	July 2024
Ninety Percent Design	November 2024
Final Design	January 2025

BUDGET

The maximum amount payable to the Engineer for completion of work associated with this scope of work, including contingencies, salaries, overhead, direct non-salary costs, and net fee, is set forth in the attached Exhibits B-1 and B-2. This amount will not be exceeded without prior written authorization of the City.

DELIVERABLES

At the conclusion of the design effort and during the course of the project, as applicable, the Engineer will deliver to the City the following documents:

1. Three paper copies of the final geotechnical report.
2. Three paper copies of the environmental and cultural resources documentation.
3. Three paper copies of permits acquired during the development of the project.
4. Predesign Report:
 - a. Three final paper copies
 - b. One electronic copy in PDF format.
5. One half-size and three full-size paper copy sets at 30, 60, and 90 percent design effort levels.

6. Three copies of project specifications and cost estimate at 60 and 90 percent design effort levels.
7. One electronic set of final construction drawings (PDF).
8. One electronic set of final project specifications (PDF).
9. One half-scale and three full-scale paper copy sets of final construction drawings.
10. One original paper copy of final project specifications.
11. One half-size and three full-scale paper copy sets of record drawings.
12. One electronic set of record drawings (PDF).

PROJECT ASSUMPTIONS

This scope of work and the resulting maximum amount payable are based on the following assumptions as required for the development of the project. See also item assumptions noted in the aforementioned tasks. Changes in these assumptions and responsibilities may cause a change in scope of the services being offered and result in a corresponding adjustment of the contract price.

1. This contract only provides for preliminary design through bid and award of the construction contract, plus ULID support and does not include construction management support services. Should these services be desired after the construction contract has been awarded, an additional scope of work will be prepared to assist the City with construction administration, inspection, and management of the contract.
2. This contract only provides for a cursory reconnaissance of wetland and stream critical areas to assess limits and potential impacts to project design. Delineate and flag wetland and stream boundaries, prepare delineation reports, Critical Areas Report(s), and FEMA habitat assessment, as applicable. Coordinate with permitting agencies and prepare conceptual mitigation plans for inclusion in permit applications. Preparation of bid-ready final mitigation plans, specifications, and cost estimates are not included as a part of this contract and will be prepared under an additional scope, once the final impacts and agency requirements are known.
3. It is assumed that the City will assign a staff member, at this time designated as Mark Rigos, P.E. or as assigned by City's Public Works

Director to manage the project and serve as liaison and coordinator amongst the various project stakeholders, unless otherwise stated herein. Stakeholders to included, but not be limited to, City Council, City staff, general public, ULID property owners, consultants, utilities, and adjacent jurisdictions.

4. It is assumed that the City will create and maintain a project page on the City's website and post appropriate status updates and links to project information for viewing by the general public. Engineer will provide information generated as part of this scope of work, as requested. It assumed this effort will require 4 hours per month for the project duration, for a Project Engineer.
5. The Engineer will keep, maintain, and provide copies of conversations, discussions, emails, technical decisions, etc., throughout the course of the project to assist the City in maintaining their record of the ULID proceedings. Said information will be provided upon request, however, the Engineer is not the official record-keeper for the project. It assumed this effort will require 4 hours per month for the project duration, for a Project Engineer.
6. This scope of work assumes that the City will provide overall coordination and approval of the project, including timely (2-week) review of all submittals
7. This scope of work assumes that the City will provide G&O with relevant capacity requirements and record drawings of any existing utility infrastructure along the project alignment, as may be available and/or pertinent to the project.
8. This scope of work assumes that the City will advertise and circulate the SEPA documents (if required), pay any costs of publication, and make timely threshold determinations.
9. This scope of work assumes that the City will agree to appear as "Applicant" on all permits, will function as lead agency for the environmental documentation process, and will pay all costs or fees associated with the various permits that may be required.
10. This scope of work assumes that the City will arrange for location(s) to convene all workshops and project meetings, and pay any costs, if any, for the rental of such location(s).
11. The City will perform required duties necessary to advertise and solicit bids for the project. It also assumes that the City will pay for

publishing/printing costs of the advertisement for bid. The City will make arrangements for and provide a suitable location to accommodate the bid opening.

12. This scope of work assumes all costs of compensation required through easement negotiations will be paid directly by the City.
13. This scope of work assumes that Ribary Creek and South Fork Snoqualmie River are relatively stable within their existing main channels and that river engineering studies are not required to ascertain channel geomorphic conditions and lateral channel stability, scour, or migration risks.
14. The City shall provide for access to private property for the purposes of this scope of work.
15. No right-of-way acquisition work, to include title reports, right-of-entry agreements, appraisals, appraisal reviews, market research, legal descriptions, deeds, negotiations, or conveyance documents are included in this scope of work.
16. Funding for the project, at this time, has been designated from local funds.

EXHIBIT B-1

ENGINEERING SERVICES
SCOPE AND ESTIMATED COST

City of North Bend - Meadowbrook Sanitary Sewer ULID - Design and Permitting

Tasks	Principal Hours	Project Manager Hours	Project Engineer Hours	Civil Engineer Hours	Structural Engineer Hours	Electrical Engineer Hours	AutoCAD Hours	Professional Land Surveyor Hours	Field Survey Hours
1 Project Management	40	120							
2 Survey		4	8	4				24	80
3 Utility Data Acquisition		2	8	24				40	160
4 Geotechnical Investigation	4	12	16	8					
5 Cultural Resources Review	2	4	4						
6 Predesign Report	24	60	80	120	16	16			
7 Environmental Services	4	8	12	16					
8 Permitting	24	32	60	80					24
9 30 Percent Design	8	24	40	80	16	16			80
10 60 Percent Design	40	120	180	240	80	40			240
11 90 Percent Design	40	120	180	240	80	40			240
12 Final Design	16	80	120	180	20	20			120
13 Quality Assurance/Quality Control	80	32	32	32	16	16			
14 Bid Support		2	4	16	2	2			
Hour Estimate:									
Estimated Fully Burdened Billing Rate:*	\$215	\$210	\$160	\$150	\$190	\$195	\$145	\$175	\$340
Fully Burdened Labor Cost:	\$60,630	\$130,200	\$119,040	\$156,000	\$43,700	\$29,250	\$126,440	\$14,000	\$54,400
Total Fully Burdened Labor Cost:									
Direct Non-Salary Cost:									
Mileage & Expenses (Mileage @ current IRS rate)									
Printing									
Subconsultant:									
PanGEO, Inc.									
Wetland Resources									
Cultural Resources Consultants									
Subconsultant Overhead (10%)									
TOTAL ESTIMATED COST:									

* Actual labor cost will be based on each employee's actual rate. Estimated rates are for determining total estimated cost only. Fully burdened billing rates include direct salary cost, overhead, and profit.

EXHIBIT B-2

ENGINEERING SERVICES
SCOPE AND ESTIMATED COST

City of North Bend - Meadowbrook Sanitary Sewer ULID - ULID Support Services

Tasks	Principal Hours	Project Manager Hours	Project Engineer Hours	Civil Engineer Hours	AutoCAD Hours
1 ULID Formation	40	120	160	120	40
2 ULID Support	8	24	24	16	8
3 ULID Closeout	40	120	160	120	40
Hour Estimate:	88	264	344	256	88
Estimated Fully Burdened Billing Rate:*	\$215	\$210	\$160	\$150	\$145
Fully Burdened Labor Cost:	\$18,920	\$55,440	\$55,040	\$38,400	\$12,760
Total Fully Burdened Labor Cost:			\$ 180,560		
Direct Non-Salary Cost:					
Mileage & Expenses (Mileage @ current IRS rate)		\$ 1,800			
Printing & Mailing		\$ 640			
TOTAL ESTIMATED COST:			\$ 183,000		

- * Actual labor cost will be based on each employee's actual rate. Estimated rates are for determining total estimated cost only. Fully burdened billing rates include direct salary cost, overhead, and profit.