



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, August 16, 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: [August 16, 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: 868 2570 8196

Password: 450611

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

CITY COUNCIL MEETING

August 16, 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	Council Workstudy of July 26, 2022 & City Council Meeting of August 2, 2022	1
2) Payroll	August 5, 2022 – 28523 through 28529, in the amount of \$306,710.07	
3) Checks	August 16, 2022 – 72764 through 72817, in the amount of \$1,932,018.33	
4) AB22-098	Motion – Authorizing Amendment No. 1 to RH2 Contract	Mr. Rigos 7
5) AB22-099	Motion – Authorizing Purchase of Office Furniture	Mr. Gould 31
6) AB22-100	Motion – Authorizing CO #1 with WA State DES for WWTP HPI Phase II Project	Mr. Rigos 43

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

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:**

7) AB22-101 Resolution – Authorizing Deferred Improvement & No Protest Agreements Mr. Rigos 45

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

ADJOURNMENT:

CITY OF NORTH BEND
CITY COUNCIL WORKSTUDY NOTES

July 26, 2022

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

Mayor Pro Tem Rosen called the meeting to order at 7:00 p.m.

Councilmembers Alan Gothelf, Heather Koellen, Ross Loudenback, Mary Miller and Jonathan Rosen were present. Councilmembers Brenden Elwood and Mark Joselyn were excused.

Staff Present: City Administrator David Miller, Deputy City Administrator/Public Works Director Mark Rigos, Community & Economic Development Director Rebecca Deming and City Clerk Susie Oppedal.

Guests Present: Fred Young, Project Manager, Parametrix, Inc.

Introduction to Complete Streets

City Administrator Miller explained the City recently issued an RFP (Request for Proposals) for a North Bend Way Complete Streets Corridor Plan and selected Parametrix, Inc. to complete the plan report. He explained the purpose of the plan was to beautify and unify the streetscape on North Bend Way while integrating transportation safety elements, promoting economic development, and enhancing urban design elements such as walkability, trails, and biking.

Consultant Fred Young with Parametrix, Inc. explained the following three elements/tasks would be provided during the process of creating the Complete Streets Plan Report:

- Existing Conditions Report (traffic reports, GIS data for properties/utilities, onsite visits)
- Alternative Concepts and Evaluations (segment and intersection concepts)
- Conceptual Design & Final Report (renderings, detailed cross sections, typologies, and implementation strategies)

Council and staff discussed the following: who gets assessed for street improvements, funding options including grants, benefits of frontage improvement, effects on tourism, prioritization of street segment improvements, business perception in other jurisdictions that introduced complete streets concept, focus groups and other avenues to receive feedback.

Mayor Pro Tem Rosen requested a staff update on the proposed community survey. Community & Economic Development Director Deming explained staff was working with Consultant ETC Institute on the survey and it was currently in the testing phase and would be distributed in approximately two weeks. Council requested the opportunity to review

the questions prior to distribution to the public. Ms. Deming noted she would work with Mayor McFarland regarding scheduling a time for Council review/discussion on the community survey questions and would provide Council the questions to date.

Adjournment

The workstudy closed at 8:01 p.m.

ATTEST:

Jonathan Rosen, Mayor Pro Tem

Susie Oppedal, City Clerk

DRAFT

NORTH BEND CITY COUNCIL MINUTES

August 2, 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, Koellen, Loudenback and Miller. Councilmembers Joselyn and Rosen were excused.

CONSENT AGENDA:

Minutes – City Council Meeting of July 19, 2022

Payroll – July 20, 2022 – 28517 through 28522, in the amount of \$249,163.63

Checks – August 2, 2022 – 72707 through 72763, in the amount of \$3,130,518.04

AB22-092 – Motion Authorizing Electrical Facilities Contract with PSE

AB22-093 – Resolution 2032 Accepting Phoenix Plaza Project Infrastructure Improvements

AB22-094 – Resolution 2033 Accepting DOE Grant for SMP User Guide

Councilmember Gothelf **MOVED**, seconded by Councilmember Elwood to approve the consent agenda as presented. The motion **PASSED** 5-0.

CITIZEN'S COMMENTS:

Beth Burrows, 312 NE 6th Street, thanked all that contributed to the success of the North Bend Block Party and on behalf of the North Bend Downtown Foundation thanked the Snoqualmie Tribe for providing a grant for a welcome mural.

Kevin Burrows, 312 NE 6th Street, President of Snoqualmie Valley Historical Society, thanked Councilmember Miller for her assistance with the potholes at Gardiner Weeks Park and thanked the Snoqualmie Tribe for their donation for infrastructure improvements at the museum.

ANNOUNCEMENTS, PRESENTATIONS, APPOINTMENTS:

Presentation – CORE – Mobile Integrated Healthcare Services

Audio: 4:28

Jamie Formisano, Eastside Fire & Rescue (EFR) Deputy Director of Community Programs, and Ben Lane, EFR Assistance Chief, provided a presentation on CORE (Community Outreach Resources Education) Connect Mobile Integrated Healthcare which detailed the nature of the program, its purpose, referral process, CORE team, milestones, referral statistics and aging trends.

MAIN AGENDA:

AB22-095 – Ordinance 1780 Forming Meadowbrook Sewer Utility Local Improvement District (ULID) **Audio: 27:47**

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

The following individuals commented on the agenda item:

Beth Burrows, 312 NE 6th Street
Michael Thomas, 1231 LaForest Drive SE
Ward Bettes, 225 Sydney Ave. S
Don Moody, 324 62nd Street, Tacoma
Daryl Hudson, 1135 NW 14th Street
Wende Miller, 6814 Denny Peak Drive SE, Snoqualmie
Tristan Reni, 1234 NW 14th Street

Councilmember Loudenback **MOVED**, seconded by Councilmember Gothelf to approve AB22-095, an ordinance authorizing the formation of the Meadowbrook Sewer ULID, in a form and content approved by the City's bond counsel, as a final reading. The motion **PASSED** 5-0.

AB22-096 – Ordinance 1781 Amending NBMC 10.12.010 Regarding Speed Limits **Audio: 54:37**

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

The following individual commented on the agenda item:

Michael Thomas, 1231 LaForest Drive SE

Councilmember Koellen **MOVED**, seconded by Councilmember Gothelf to approve AB22-096, an ordinance amending NBMC Section 10.12.010 regarding speed limits to Boalch Avenue and East North Bend Way, as a first and final reading. The motion **PASSED** 5-0.

AB22-097 – Resolution 2034 Allocation of Future Water Connections **Audio: 1:01:31**

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

The following individuals commented on the agenda item:

Michael Thomas, 1231 LaForest Drive SE

Councilmember Loudenback **MOVED**, seconded by Councilmember Miller 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. The motion **PASSED** 5-0.

MAYOR, COUNCIL, AND ADMINISTRATOR CONCERNS AND INITIATIVES:

Councilmember Gothelf reminded all to obey speed limits when driving in the City and to exercise caution when travelling near crosswalks. He encouraged all to get outside and enjoy the nice weather.

Councilmember Koellen thanked everyone for staying safe during the recent heat wave and reminded all to practice appropriate safety tips when visiting local rivers and lakes.

Councilmember Elwood encouraged all to pay close attention to pets and children during the current heat wave.

Councilmember Miller echoed fellow Councilmember's comments and reminded all that the Festival at Mt Si would be held on August 13th – 14th at Si View Park and Snoqualmie Railroad Days would be held on August 19th – 20th in downtown Snoqualmie.

Councilmember Loudenback thanked those that provided comments at tonight's meeting and encouraged all to enjoy the community and local businesses during the nice weather.

Mayor McFarland spoke regarding the following items:

- Businesses open during 2nd Street and North Bend Way construction projects
- Festival at Mt Si – August 13th – 14th at Si View Park
- Sip, Suds & Si – September 10th 6 to 9 p.m. @ Downtown North Bend

EXECUTIVE SESSION:

Mayor McFarland recessed the regular meeting for an Executive Session at 8:12 p.m. to discuss potential litigation, pursuant to RCW 42.30.110(1)(i) and property acquisition, pursuant to RCW 42.30.110(1)(b). No action was anticipated as a result of the Executive Session, which was expected to last 30 minutes and videotaping of the meeting ceased.

The regular meeting reconvened at 8:35 p.m.

ADJOURNMENT:

Councilmember Loudenback **MOVED** to adjourn, seconded by Councilmember Miller. The motion **PASSED** 5-0.

The meeting adjourned at 8:35 p.m.

ATTEST:

Rob McFarland, Mayor

Susie Oppedal, City Clerk

DRAFT



SUBJECT:	Agenda Date: August 16, 2022	AB22-098
Motion Authorizing Contract Amendment with RH2 for Engineering Review and Project Management	Department/Committee/Individual	
Cost Impact: \$250,000	Mayor Rob McFarland	
Fund Source: Development Review	City Administrator – David Miller	
Timeline: Extends contract to Dec. 31, 2023	City Attorney – Lisa Marshall	
	City Clerk – Susie Oppedal	
	Community & Econ. Development – Rebecca Deming	
	Finance – Richard Gould	
	Public Works – Mark Rigos, P.E.	X
Attachments: Contract Amendment Work Scope and Fee, Original Contract		
SUMMARY STATEMENT:		
<p>The City of North Bend (“City”) employed two development review engineers from the years 2016 - 2021. The development review engineers assist the City’s Public Works and Community & Economic Departments with new and timely infrastructure reviews, coordination, approvals, and construction inspections. Brian Tucker has been employed at the City for eight years and is development review engineer #1. Former employee Mike Sippo held the second position from 2016 to 2019. Soon after Mr. Sippo departed, Doug van Gelder became employed by the City and held the second position from late 2019 – late 2021. Mr. van Gelder left the City in December 2021.</p> <p>Since the start of 2022, the City has employed only one full-time development review engineer (Mr. Tucker). For the first eight months in 2022, the City has had very limited part-time development review support from RH2’s Michelle Wright, who is qualified to provide engineering review and project management, but one day per week has been determined to be insufficient based on work demands. Since late 2021, this has been a net production decrease of four days per week. Based on increasing work demands and backlogs, the City needs more production and help in this area. The City is falling behind. City staff desire to increase Michelle’s time from one day per week to three days per week and extend the contract with RH2 by another year. This would equate to an increase in production of two days per week.</p> <p>The current contract (attached) between the City and RH2 is for \$98,901. The proposed contract amendment increases the contract amount by \$250,000 to \$348,901. The current contract expiration date is December 21, 2022. The proposed contract amendment also extends contract expiration date to December 31, 2023.</p> <p>This work is for development projects, is funded by developers and constitutes a “pass through” cost and will not impact the City’s General Fund.</p> <p>City staff recommend this contract amendment be approved.</p>		
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 July 26, 2022 and recommended for approval and placement on the Consent Agenda.		

RECOMMENDED ACTION: **MOTION to approve AB22-098, authorizing the Mayor to sign a contract amendment with RH2, in a form and content acceptable to 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>
August 16, 2022		

Exhibit A
Scope of Work
Amendment No. 1
City of North Bend
2023 Supplemental Engineering Services
August 2022

Background

The City of North Bend (City) has requested RH2 Engineering, Inc., (RH2) to provide supplemental engineering services to address the City's need for assistance in the areas of development review and capital projects. This amendment outlines the anticipated work necessary to address the needs of the City within the budget provided for an extended period of performance. RH2 will perform the services herein to the level of effort identified in the Fee Estimate.

City will assign RH2 a City email account and provide one (1) workstation at City Hall for RH2 use. RH2 will report to City Hall when the City's COVID-19 Policy allows, but otherwise will perform remotely. The City will provide clear communication regarding when the City's COVID-19 Policy requires RH2 to perform remotely.

Task 1 – Project Management

Objective: Perform internal management of RH2's project team, scope of work progress, schedule, and budget. Coordinate with City staff to promote efficient permit application processing and review, together with construction permit management.

Approach:

- 1.1 Coordinate with City staff via email, virtual meetings, and phone to advance Supplemental Engineering Services.
- 1.2 Review and monitor project progress, schedule, scope, and budget. Manage RH2 personnel, coordinate scheduling, and perform general project management tasks. Provide monthly invoices and communicate project progress with City staff.

RH2 Deliverables:

- Monthly invoices with progress reporting and details describing the various projects and significant tasks, which can be sent to each developer for payment as appropriate, via email in electronic PDF.
- Communication with the City on project progress.

Task 2 – Development and Permit Application Reviews and Project Management

Objective: Provide development reviews and permit processing as directed by the City.

Approach:

- 2.1 Provide engineering development reviews and permit processing for applications, along with comment response letters to applicants.
- 2.2 Perform construction contract administration for issued permits including, but not limited to, pre-construction meeting attendance, submittal and shop drawing review, traffic control plan review, plan revision review, inspection coordination, final inspection coordination, punch list development, and acceptance.
- 2.3 Maintain records consistent with City policies including, but not limited to, electronic files, permit tracking, reviews, and approvals (BlueBeam).

Assumptions:

- *City and RH2 will coordinate a schedule to efficiently utilize the available hours in relation to this work.*
- *At no time will RH2 be responsible for site safety or for directing a contractor or developer in their work.*

Provided by City:

- Well-defined work tasks.
- Summary of City requirements for record keeping, including any standard forms used.
- City-approved construction standards and specifications.

RH2 Deliverables:

- Applicant comment response letters in electronic PDF.
- Construction contract administration reviews and punchlists in electronic PDF.
- Organized project records consistent with City policy.

Task 3 – Capital Projects Management

Objective: Provide project management as directed by the City for capital projects.

Approach:

- 3.1 Develop and present agenda bills for capital projects as directed.
- 3.2 Coordinate consultant contracts for capital project engineering services.
- 3.3 Perform construction contract administration for issued permits including, but not limited to, preconstruction meeting attendance, submittal and shop drawing review, traffic control plan review, plan revision review, inspection coordination, final inspection coordination, punch list development, and acceptance.

3.4 Maintain records consistent with City policies including, but not limited to, electronic files, permit tracking, reviews, and approvals (BlueBeam).

Assumptions:

- *City and RH2 will coordinate a schedule to efficiently utilize the available hours in relation to this work.*
- *At no time will RH2 be responsible for site safety or for directing a contractor or developer in their work.*
- *There is no budget for this Task.*

Provided by City:

- Well-defined work tasks.
- Summary of City requirements for record keeping, including any standard forms used.
- City-approved construction standards and specifications.

RH2 Deliverables:

- There are no deliverables for this effort.

Project Schedule

Anticipated schedule for this for work is two (2) to three (3) days per week through the year end of 2023.

Fee for Services

The fee for services shall be on a time and expense basis and shall not exceed \$250,000 as shown on attached **Exhibit B, Fee Estimate** without prior written authorization of the City.

Council Packet August 16, 2022

EXHIBIT B

Fee Estimate

Amendment No. 1

City of North Bend

2023 Supplemental Engineering Services

Aug-22

Description		Total Hours	Total Labor	Total Expense	Total Cost
Task 1	Project Management	32	\$ 6,816	\$ 348	\$ 7,164
1.1	Coordinate with City staff	4	\$ 1,088	\$ 205	\$ 1,293
1.2	Review and monitor project progress, schedule, scope, and budget	28	\$ 5,728	\$ 143	\$ 5,871
Task 2	Development and Permit Application Reviews and Project Management	956	\$ 234,352	\$ 8,484	\$ 242,836
2.1	Provide development reviews and permit processing	900	\$ 220,800	\$ 8,145	\$ 228,945
2.2	Perform construction contract administration	40	\$ 9,680	\$ 242	\$ 9,922
2.3	Maintain project records	16	\$ 3,872	\$ 97	\$ 3,969
Task 3	Capital Projects Management	-	\$ -	\$ -	\$ -
3.1	Develop and present agenda bills	-	\$ -	\$ -	\$ -
3.2	Manage consultant contracts	-	\$ -	\$ -	\$ -
3.3	Perform construction administration	-	\$ -	\$ -	\$ -
3.4	Maintain project records	-	\$ -	\$ -	\$ -
PROJECT TOTAL		988	\$ 241,168	\$ 8,832	\$ 250,000

EXHIBIT C		
RH2 ENGINEERING, INC.		
2023 SCHEDULE OF RATES AND CHARGES		
RATE LIST	RATE	UNIT
Professional I	\$162	\$/hr
Professional II	\$179	\$/hr
Professional III	\$194	\$/hr
Professional IV	\$212	\$/hr
Professional V	\$228	\$/hr
Professional VI	\$242	\$/hr
Professional VII	\$259	\$/hr
Professional VIII	\$272	\$/hr
Professional IX	\$272	\$/hr
Control Specialist I	\$148	\$/hr
Control Specialist II	\$162	\$/hr
Control Specialist III	\$177	\$/hr
Control Specialist IV	\$192	\$/hr
Control Specialist V	\$204	\$/hr
Control Specialist VI	\$220	\$/hr
Control Specialist VII	\$234	\$/hr
Control Specialist VIII	\$246	\$/hr
Technician I	\$124	\$/hr
Technician II	\$134	\$/hr
Technician III	\$153	\$/hr
Technician IV	\$165	\$/hr
Technician V	\$180	\$/hr
Technician VI	\$198	\$/hr
Technician VII	\$215	\$/hr
Technician VIII	\$226	\$/hr
Administrative I	\$80	\$/hr
Administrative II	\$96	\$/hr
Administrative III	\$114	\$/hr
Administrative IV	\$134	\$/hr
Administrative V	\$154	\$/hr
CAD/GIS System	\$27.50	\$/hr
CAD Plots - Half Size	\$2.50	price per plot
CAD Plots - Full Size	\$10.00	price per plot
CAD Plots - Large	\$25.00	price per plot
Copies (bw) 8.5" X 11"	\$0.09	price per copy
Copies (bw) 8.5" X 14"	\$0.14	price per copy
Copies (bw) 11" X 17"	\$0.20	price per copy
Copies (color) 8.5" X 11"	\$0.90	price per copy
Copies (color) 8.5" X 14"	\$1.20	price per copy
Copies (color) 11" X 17"	\$2.00	price per copy
Technology Charge	2.50%	% of Direct Labor
		price per mile
Mileage	\$0.6250	(or Current IRS Rate)
Subconsultants	15%	Cost +
Outside Services	at cost	

**PROFESSIONAL SERVICES AGREEMENT
BY AND BETWEEN THE CITY OF NORTH BEND
AND RH2 ENGINEERING, INC.**

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is entered into this ____ day of _____, 2022, by and between the City of North Bend, a municipal corporation of the State of Washington (“City”) and _____ RH2 Engineering, Inc., a corporation (“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 NINETY-EIGHT THOUSAND NINE HUNDRED AND ONE DOLLARS AND 00/100 (\$98,901.00) 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 February 15, 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. **Insurance.** Consultant shall procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by Consultant, its agents, representatives, or employees. Consultant's maintenance of insurance as required by this Agreement shall not be construed to limit Consultant's liability to the coverage provided by such insurance, or otherwise limit City's recourse to any remedy available at law or in equity.

A. **Scope of Required Insurance.** Consultant shall maintain insurance of the types and coverage described below:

1. **Automobile liability insurance**, with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident, 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.
2. **Commercial general liability insurance**, written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate, which shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent Consultants and personal injury and advertising injury. City shall be named as an additional insured under Consultant's Commercial General Liability insurance policy with respect to the work performed for City, using an additional insured endorsement at least as broad as ISO CG 20 26.
3. **Professional liability insurance** appropriate to Consultant's profession, written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.
4. **Workers' compensation coverage** as required by the Industrial Insurance laws of the State of Washington.

- B. Additional Insurance Provisions. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII. Consultant's automobile liability and commercial general liability insurance policies are to contain, or be endorsed to contain, that they shall be primary insurance as respects City. Any insurance, self-insurance, or self-insured pool coverage maintained by City shall be excess of Consultant's insurance and shall not contribute with it. Consultant shall provide City with written notice of any policy cancellation within two (2) business days of Consultant's receipt of such notice.
- C. Certificates of Insurance. Within fifteen (15) days of the execution of this Agreement, Consultant shall deliver original certificates and a copy of amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance coverage required by this Section 7.
- D. Failure to Maintain Insurance. Consultant's failure to maintain insurance as required shall constitute a material breach of this Agreement, upon which City may, after giving five (5) business days' notice to Consultant to correct the breach, immediately terminate this Agreement or, at its sole discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to City on demand, or at the sole discretion of City, offset against funds due Consultant from City.
- E. Full Availability of Consultant Limits. If Consultant maintains higher insurance limits than the minimums shown above, City shall be insured for the full available limits of Commercial General and excess or umbrella liability maintained by Consultant, irrespective of whether such limits maintained by Consultant are greater than those required by this Agreement or whether any certificate of insurance furnished to City evidences limits of liability lower than those maintained by Consultant.

8. 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**.

9. Taxes, Licenses and Permits.

- A. Consultant shall procure and maintain a City business license in accordance with Chapter 5.04 NBMC, *Business Licenses and Business and Occupation Tax*, prior to beginning work under this Agreement. Consultant assumes responsibility for and ensures that all contractors, subcontractors and suppliers shall also obtain a City business license.

B. 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.

C. 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.

10. Audits and Inspections. The records and documents with respect to all matters covered by this Agreement shall be subject at all times to inspection, review, or audit by law during the 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.

11. 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.

12. 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.

13. 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.

14. 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.

15. 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: Doug Schlepp, PE
RH2 Engineering, Inc.
22722 29th Drive SE, Suite 210
Bothell, WA 98021
Phone: 425-951-5320
Email: dschlepp@rh2.com

16. 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.

17. 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

RH2 ENGINEERING, INC.

By: _____
Printed Name: _____
Title: _____

Attest/Authenticated:

Susie Oppedal, City Clerk

Approved As To Form:

Michael R. Kenyon, City Attorney

Exhibit A
Scope of Work
City of North Bend
2022 Supplemental Engineering Services
January 2022

Background

The City of North Bend (City) has requested RH2 Engineering, Inc., (RH2) to provide supplemental engineering services to address the City's need for assistance in the areas of development review and capital projects. This Scope of Work outlines the anticipated work necessary to address the needs of the City within the budget provided. RH2 will perform the services herein to the level of effort identified in the Fee Estimate.

City will assign RH2 a City email account and provide one (1) workstation at City Hall for RH2 use. RH2 will report to City Hall when the City's COVID-19 Policy allows, but otherwise will perform remotely. The City will provide clear communication regarding when the City's COVID-19 Policy requires RH2 perform remotely.

Task 1 – Project Management

Objective: Perform internal management of RH2's project team, scope of work progress, schedule, and budget. Coordinate with City staff to promote efficient permit application processing and review together with construction permit management.

Approach:

- 1.1 Coordinate with City staff via email, virtual meetings, and phone to advance Supplemental Engineering Services.
- 1.2 Review and monitor project progress, schedule, scope, and budget. Manage RH2 personnel, coordinate scheduling, and perform general project management tasks. Provide monthly invoices and communicate project progress with City staff.

RH2 Deliverables:

- Electronic PDFs via email of monthly invoices with progress reporting and details describing the various projects and significant tasks which can be sent to each developer for payment as appropriate.
- Communication with the City on project progress.

Task 2 – Development and Permit Application Reviews and Project Management

Objective: Provide development reviews and permit processing as directed by the City.

Approach:

- 2.1 Provide engineering development reviews and permit processing for applications together with comment response letters to applicants.

- 2.2 Perform construction contract administration for issued permits including, but not limited to, preconstruction meetings, submittal and shop drawing review, traffic control plan review, plan revision review, inspection coordination, final inspection coordination, punch list development, and acceptance.
- 2.3 Maintain records consistent with City policies including, but not limited to, electronic files, permit tracking, reviews, and approvals (BlueBeam).

Assumptions:

- *City and RH2 will coordinate a schedule to efficiently utilize the available hours in relation to this work.*
- *At no time will RH2 be responsible for site safety or for directing a contractor or developer in their work.*
- *Reduced adjusted PVI rate is limited by the noted budget*

Provided by City:

- Well-defined work tasks.
- Summary of City requirements for record keeping including any standard forms used.
- City approved construction standards and specifications.

RH2 Deliverables:

- Applicant comment response letters in PDF format.
- Organized project records consistent with City policy.

Task 3 – Capital Projects Management

Objective: Provide project management as directed by the City for capital projects.

Approach:

- 3.1 Develop and present agenda bills as necessary for capital projects as directed.
- 3.2 Coordinate consultant contracts for capital project engineering services.
- 3.3 Perform construction contract administration for issued permits including, but not limited to, preconstruction meetings, submittal and shop drawing review, traffic control plan review, plan revision review, inspection coordination, final inspection coordination, punch list development, and acceptance.
- 3.4 Maintain records consistent with City policies including, but not limited to, electronic files, permit tracking, reviews, and approvals (BlueBeam).

Assumptions:

- *City and RH2 will coordinate a schedule to efficiently utilize the available hours in relation to this work.*

- *At no time will RH2 be responsible for site safety or for directing a contractor or developer in their work.*
- *There is no adjusted rate for this task.*

Provided by City:

- Well-defined work tasks.
- Summary of City requirements for record keeping including any standard forms used.
- City approved construction standards and specifications.

RH2 Deliverables:

- Agenda bills in PDF format.
- Organized project records consistent with City policy.

Project Schedule

Anticipated schedule for this work is one (1) to two (2) days per week through the year end of 2022, and potentially extending into 2023.

Fee for Services

The fee for services shall be on a time and expense basis and shall not exceed \$98,901 as shown on attached **Exhibit B, Fee Estimate** without prior written authorization of the City.

EXHIBIT B

Fee Estimate

City of North Bend

2022 Supplemental Engineering Services

Jan-22

Description		Total Hours	Total Labor	Total Expense	Total Cost
Task 1	Project Management	16	\$ 3,200	\$ 80	\$ 3,280
Task 2	Development and Permit Application Reviews	209	\$ 45,505	\$ 1,138	\$ 46,643
Task 3	Capital Projects Management	209	\$ 47,555	\$ 1,306	\$ 48,861
PROJECT TOTAL		434	\$ 96,260	\$ 2,641	\$ 98,901

RH2 ENGINEERING, INC. 2022 SCHEDULE OF RATES AND CHARGES		
RATE LIST	RATE	UNIT
Professional I	\$152	\$/hr
Professional II	\$168	\$/hr
Professional III	\$182	\$/hr
Professional IV	\$199	\$/hr
Professional V	\$214	\$/hr
Professional VI Adjusted	\$217	\$/hr
Professional VI	\$227	\$/hr
Professional VII	\$243	\$/hr
Professional VIII	\$255	\$/hr
Professional IX	\$255	\$/hr
Control Specialist I	\$139	\$/hr
Control Specialist II	\$152	\$/hr
Control Specialist III	\$166	\$/hr
Control Specialist IV	\$180	\$/hr
Control Specialist V	\$192	\$/hr
Control Specialist VI	\$207	\$/hr
Control Specialist VII	\$220	\$/hr
Control Specialist VIII	\$231	\$/hr
Technician I	\$116	\$/hr
Technician II	\$126	\$/hr
Technician III	\$144	\$/hr
Technician IV	\$155	\$/hr
Technician V	\$169	\$/hr
Technician VI	\$186	\$/hr
Technician VII	\$202	\$/hr
Technician VIII	\$212	\$/hr
Administrative I	\$75	\$/hr
Administrative II	\$90	\$/hr
Administrative III	\$107	\$/hr
Administrative IV	\$126	\$/hr
Administrative V	\$145	\$/hr
CAD/GIS System	\$27.50	\$/hr
CAD Plots - Half Size	\$2.50	price per plot
CAD Plots - Full Size	\$10.00	price per plot
CAD Plots - Large	\$25.00	price per plot
Copies (bw) 8.5" X 11"	\$0.09	price per copy
Copies (bw) 8.5" X 14"	\$0.14	price per copy
Copies (bw) 11" X 17"	\$0.20	price per copy
Copies (color) 8.5" X 11"	\$0.90	price per copy
Copies (color) 8.5" X 14"	\$1.20	price per copy
Copies (color) 11" X 17"	\$2.00	price per copy
Technology Charge	2.50%	% of Direct Labor
Mileage	\$0.5850	price per mile (or Current IRS Rate)
Subconsultants	15%	Cost +
Outside Services	at cost	

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#: _____

SS#: _____

Print Name: _____

Print Title: _____

Business Name: _____

Business Address: _____

Business Phone: _____

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.



SUBJECT:	Agenda Date: August 16, 2022	AB22-099
Motion Authorizing Purchase of City Hall Furniture from Ducky's Office Furniture	Department/Committee/Individual	
Cost Impact: not to exceed \$30,000	Mayor Rob McFarland	
Fund Source: City Hall Capital Project Fund	City Administrator – David Miller	
Timeline: Immediate	City Attorney – Lisa Marshall	
	City Clerk – Susie Oppedal	
	Community & Econ. Development – Rebecca Deming	
	Finance – Richard Gould	X
	Public Works – Mark Rigos	
Attachments: Quotes		
SUMMARY STATEMENT:		
The current City Hall was completed in the summer of 2019. The City purchased new furniture for many of the offices and the Council Chambers from Ducky's Office Furniture. As a cost saving measure, several offices were furnished with old furniture that was moved from former City buildings. Much of the old furniture has exceeded its useful life, has broken pieces, and did not fit appropriately in offices. The City has incrementally been replacing furniture in some offices and would now like to complete a few more offices. After this purchase there will only be a few remaining offices that do not have new furniture.		
Ducky's Office Furniture is an authorized vendor with Omnia Partners, which is a government purchasing cooperative. Government purchasing cooperatives engage in formal bidding processes to establish lists of qualified vendors who offer competitive prices to government entities. Washington State law allows cities to use this alternative instead of a local competitive bidding process as long as the local governments purchasing requirements are met. Continuing to utilize Ducky's as our furniture vendor ensures that we have consistent, quality furniture throughout City Hall.		
The attached quote will refurbish both workstations in the City Clerk's office, finish the Community Development Director and Accounting Manager's offices, and provide for the replacement of a few other outstanding items throughout City Hall. Additionally, it will provide a lockable storage cabinet and table for City Hall audio visual (AV) equipment, and an additional staff table for Council Chambers.		
Sufficient funds are available in the City Hall Capital Project budget for this purchase. The not to exceed amount includes \$7,500 of furniture already purchased for the Finance Director, Community Development Director, and Deputy Public Works Director offices.		
APPLICABLE BRAND GUIDELINES: Consistent delivery of quality basic services. Commitment to invest in the City.		
COMMITTEE REVIEW AND RECOMMENDATION: This item was reviewed by the Finance & Administration Committee at their July 5, 2022, meeting with a recommendation for approval on the Consent Agenda.		
RECOMMENDED ACTION: MOTION to approve AB22-099, authorizing the purchase of City Hall furniture from Ducky's Office Furniture.		
RECORD OF COUNCIL ACTION		
Meeting Date	Action	Vote
August 16, 2022		



24 S. Idaho St. Seattle, WA 98134
206-623-7777
www.duckys.com

Omnia Quote
Contract #R191804

Prepared For:

Order Number: 8122.1
Date: 8/1/2022
Valid Through: 8/19/2022
Salesperson:

Line	Qty	Mfg	Part Number	Sell	Ext Sell
1	1	HON	 HTLA3672 Preside 72W x 36D Racetrack Shaped Laminate Top	\$342.31	\$342.31
			.G 2MM/Flat		
			PINC Edge: Pinnacle		
			.N No Grommets		
			\$(L1STD) Grd L1 Standard Laminates		
			.PINC LAM: Pinnacle		
2	1	HON	 HTTLEG72 Preside Aluminum T leg for 72" Table Tops	\$351.65	\$351.65
			\$(P1) P1 Paint Opt		
			.P Black		
3	4		CS1- Element Side Chair	\$153.13	\$612.52
4	1		DEL & INST Delivery & Installation	\$225.00	\$225.00

Normal Business Hours

No Stairs

Space must be free and clear prior
to scheduled delivery time.

Line	Qty	Mfg	Part Number	Sell	Ext Sell
				\$137.83	\$137.83

SALES TAX; North Bend, WA 9%

Grand Total: **\$1,669.31**

By Signing you acknowledge the Order Notes found at the top of the first page, along with the Terms and Conditions on the following pages.

Please Note: If power and/or data components are included in this order, delivery and installation does not include any electrical and/or low-voltage work required to be completed by a 3rd party electrician and/or cabling vendor to hook up provided components to building power. Please reach out to your salesperson if you need clarification or have any additional questions.

Approved By: _____
Name _____

Date: _____

PO: _____

Line	Qty	Mfg	Part Number	Sell	Ext Sell
------	-----	-----	-------------	------	----------

PLEASE READ THE FOLLOWING CAREFULLY... IT IS VERY IMPORTANT

TERMS AND CONDITIONS

ORDERS FOR HON PRODUCT CANNOT BE CANCELLED ONCE PLACED!

1. USED AND CLOSEOUT FURNITURE IS SOLD IN "AS-IS CONDITION" NO WARRANTY.
2. **PRODUCTS:** CUSTOMER IS RESPONSIBLE FOR VERIFICATION OF ITEMS. CUSTOMER HAS MADE ALL DECISIONS CONCERNING THE SELECTION, COLOR AND STYLE OF FURNITURE PURCHASED.
3. **COLORS & FINISHES:** FABRIC AND WOOD STAINS ARE SUBJECT TO DYE LOT VARIATION.
4. **FACTORY LEAD TIMES:** DUCKY'S HAS PROVIDED OUR BEST ESTIMATE OF THE DELIVERY TIME FOR YOUR ORDER. FACTORY PRODUCTION SCHEDULES MAY CHANGE WITHOUT NOTICE, THEREFORE DELIVERY TIME IS AN ESTIMATE AND THE FURNITURE MAY NOT BE AVAILABLE ON THE ESTIMATE DATE.
5. **INSPECTION:** CUSTOMER MUST INSPECT THE FURNITURE UPON DELIVERY OR PICK-UP. CUSTOMER MUST MAKE CLAIMS FOR DAMAGE AT THAT TIME.
6. **PRICE:** THE PRICE DOES NOT INCLUDE DELIVERY (OTHER THAN TO THE STORE PURCHASED FROM), SET UP, ASSEMBLY, UNPACKING, OR INSTALLATION, UNLESS OTHERWISE STATED. QUOTES GOOD FOR 30 DAYS UNLESS OTHERWISE NOTED.
7. **CANCELLATIONS:** HON PRODUCT CANNOT BE CANCELLED ONCE ORDERED! FURNITURE ORDERED CANNOT BE CANCELLED ONCE PRODUCTION HAS BEGUN. GENERALLY QUICK SHIP ORDERS ARE IN PRODUCTION WITHIN 24 HOURS OF THE DAY THAT ORDER HAS BEEN PLACED.
8. **WARRANTY:** DUCKY'S DOES NOT WARRANT ANY FURNITURE. ALL **WARRANTIES** ARE FROM THE MANUFACTURE AND VARY BY THE INDIVIDUAL MANUFACTURER.
9. **RETURN CHECKS:** THERE IS A \$25.00 RETURN CHECK CHARGE.
10. **IF YOU CHOOSE TO HAVE DUCKY'S HELP YOU LOAD YOUR ITEMS, WE WILL NOT BE RESPONSIBLE FOR ANY DAMAGE DONE TO THE ITEM OR YOUR VEHICLE WHILE LOADING. IN ADDITION, WE WILL NOT TIE DOWN OR SECURE ANY FURNITURE.** HOWEVER WE DO HAVE TWINE AVAILABLE FOR YOUR USE.
11. DUCKY'S REQUIRES A DEPOSIT OF HALF OF THE TOTAL ORDER PRIOR TO PLACING THE ORDER, UNLESS OTHERWISE NEGOTIATED WITH YOUR SALESPERSON.

RETURN POLICIES

IN STOCK... RETURNS MUST HAVE PRIOR AUTHORIZATION AND REQUEST MUST BE MADE WITHIN 7 DAYS. PRODUCTS MUST BE IN ORIGINAL CARTON & UNOPENED FOR 100% REFUND.. AFTER 7 DAYS A RESTOCKING CHARGE OF 25% WILL BE ACCESSED ON ALL RETURNS. IF DAMAGE IS EVIDENT AND IF WE ACCEPT IT BACK, CREDIT WILL BE DETERMINED BY MARKET VALUE.

SPECIAL ORDERS... NO RETURNS ALLOWED

SPECIAL ORDER INCLUDES ALL CUSTOM STYLES AND SIZES.
ALL SYSTEMS FURNITURE.

ALL FURNITURE THAT IS NOT NORMAL STOCK FOR **DUCKY'S**. PLEASE ASK YOUR SALESPERSON IF YOUR ORDER FALLS INTO THESE CATEGORIES.

TO PROVIDE YOU WITH THE LOWEST PRICES, ALL ACCOUNTS MUST BE PAID IN FULL IN A TIMELY MANNER. PLEASE NOTE THAT A SERVICE FEE OF 1.5% PER MONTH WILL BE CHARGED ON PAST DUE ACCOUNTS. ALL FURNITURE REMAINS THE PROPERTY OF **DUCKY'S OFFICE FURNITURE** UNTIL THIS INVOICE IS PAID IN FULL. NO TITLE TO THE FURNITURE PASSES TO YOU UNTIL PAID, EVEN THOUGH YOU HAVE POSSESSION. YOU ALSO GRANT US THE RIGHT TO FILE A UCC-1 FINANCING STATEMENT ON YOUR BEHALF TO PROTECT OUR INTEREST IN OUR MERCHANDISE. WE RETAIN AND YOU GRANT US A PURCHASE MONEY SECURITY INTEREST IN ALL MERCHANDISE DELIVERED UNDER THIS CONTRACT UNTIL PAID IN FULL, IF IT IS DETERMINED THAT TITLE PASSES TO YOU. IF WE HAVE TO BRING ACTION TO COLLECT ON THIS CONTRACT, YOU AGREE TO PAY ENTIRE COST AND ATTORNEY'S FEE INCURRED IN COLLECTION.

PLEASE CHECK THIS ORDER CAREFULLY. DO NOT HESITATE TO ASK YOUR SALESPERSON FOR CLARIFICATION OR QUESTIONS.

WE APPRECIATE YOUR TRUST IN US AND YOUR BUSINESS

Council Packet August 16, 2022

Line	Qty	Mfg	Part Number	Sell	Ext Sell
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24 S. Idaho St. Seattle, WA 98134

206-623-7777

www.duckys.com

Omnia Quote
Contract #R191804

Prepared For:

City of North Bend
ATTN: Colin Mercer

***ALL ITEMS ARE SPECIAL ORDER, CANNOT BE
 RETURNED OR EXCHANGED.

Order Number: 028586.V2**Date:** 8/1/2022**Valid Through:** 8/12/2022**Salesperson:** Alexandra Nunley

Line	Qty	Mfg	Part Number	Sell	Ext Sell
1	1	HON	HMVR-3072G-NS Motivate Table Rect 30Dx72W 2mm Edge Nesting Base	\$778.02	\$778.02
			...	Skipped Option	
			...	Skipped Option	
			...	Skipped Option	
			...	Skipped Option	
			...	Skipped Option	
2	1	HON	HMTUMOD62 Universal Mod Panel for 72" Motivate tables	\$148.04	\$148.04
			...	Skipped Option	
3	1	HON	HHATW3072CT 	\$338.58	\$338.58
			72W x 30D Rect Worksurface - C/T Base		
			...	Skipped Option	
			...	Skipped Option	
			...	Skipped Option	
			.P	Color: Black	
4	1	HON	HHATB3S2LT 3 Stage 2 Leg Rectangle T Foot	\$521.17	\$521.17
			...	Skipped Option	
			...	Skipped Option	
			...	Skipped Option	

Council Packet August 16, 2022

Line	Qty	Mfg	Part Number	Sell	Ext Sell
5	1	HON	 HLSL6014MM 60"W x 14"H Mixed Material Floating Modesty Panel	\$668.74	\$668.74
			.FT01 CLR: Frost		
			.P Color: Black		
6	1	HON	H105291 10500 Series Bookcase/Cabinet w/Core Removable Loc	\$430.57	\$430.57
			... Skipped Option		
7	1	HON	 HWV95BBRP Systems 72x48x30x30Rt Corner Cove Worksurface Edgeband	\$383.01	\$383.01
			\$(L1STD) Grd L1 Standard Laminates		
			.PINC LAM: Pinnacle		
			.PINC EDGE: Pinnacle		
			.T1 Grommet: Platinum		
8	1	HON	 HWR3024P Systems Rectangular Worksurface Edgeband 30D x 24W	\$138.73	\$138.73
			\$(L1STD) Grd L1 Standard Laminates		
			.PINC LAM: Pinnacle		
			.PINC EDGE: Pinnacle		
			.T1 Grommet: Platinum		
9	1	HON	HHATB3S3LT 3 Stage 3 Leg Rectangle T Foot	\$860.21	\$860.21
			\$(P2) P2 Paint Opts		
			.PR6 Silver		
			.S Slide Glide		
			.MEM Memory Preset		

Council Packet August 16, 2022

Line	Qty	Mfg	Part Number	Sell	Ext Sell
10	1	HON	H18723A	\$344.53	\$344.53
			Flagship Series Pedestal "A" Pull Mobile B/B/F 23D		
			.L Standard Random Key Lock		
			\$(P2) P2 Paint Opt		
			.PR6 Silver		
11	1	HON	H18823A	\$344.53	\$344.53
			Flagship Series Pedestal "A" Pull Mobile F/F 23D 2		
			.L Standard Random Key Lock		
			\$(P2) P2 Paint Opt		
			.PR6 Silver		
12	1	HON	H105811	\$426.84	\$426.84
			 10500 Series Corner Unit 24x36x36x24x 29-1/2H		
			\$(L1STD) Grd L1 Standard Laminates		
			.PINC LAM: Pinnacle		
			PINC LAM: Pinnacle		
13	1	HON	H105680	\$271.79	\$271.79
			 10500 Series Return Shell 29-1/2H x 36W x 24D		
			\$(L1STD) Grd L1 Standard Laminates		
			.PINC LAM: Pinnacle		
			PINC LAM: Pinnacle		
14	1	HON	H10561	\$289.54	\$289.54
			 10500 Series Return Shell 29-1/2H x 48W x 24D		
			\$(L1STD) Grd L1 Standard Laminates		
			.PINC LAM: Pinnacle		
			PINC LAM: Pinnacle		

Council Packet August 16, 2022

Line	Qty	Mfg	Part Number	Sell	Ext Sell
15	1	HON	 H10502 10500 Series Floorstd Full Ht Ped B/B/F 15-5/8W x 22-3/4D	\$378.74	\$378.74
			\$(L1STD) Grd L1 Standard Laminates .PINC LAM: Pinnacle		
16	1	HON	 H10504 10500 Series Floorstdning Full Ht Ped F/F 15-5/8W x 22-3/4D	\$378.74	\$378.74
			\$(L1STD) Grd L1 Standard Laminates .PINC LAM: Pinnacle		
17	2	HON	 H105381K 10500 Series 36"x18 1/2" Wall Mount Storage 2-Dr Locking	\$436.18	\$872.36
			\$(L1STD) Grd L1 Standard Laminates .PINC LAM: Pinnacle PINC LAM: Pinnacle		
18	1	HON	 HLSL72TW Tackboard for 72" W Wallmount Tackboard	\$223.23	\$223.23
			\$(A) Grd A Fabric .APN FABRIC: Appoint 16 COLOR: Nimbus		
19	1	HON	HH870960 Tasklight 60W	\$155.51	\$155.51
20	1	HON	 H105291 10500 Series Bookcase/Cabinet w/Core Removable Loc	\$430.57	\$430.57
			... Skipped Option		

Council Packet August 16, 2022

Line	Qty	Mfg	Part Number	Sell	Ext Sell
21	2	HON	H105690  10500 Series 36Wx24Dx29-1/2H Lateral File Two-Drawer	\$564.60	\$1,129.20
			...	Skipped Option	
22	1		DEL & INST Delivery & Installation	\$1,750.00	\$1,750.00
			Normal Business Hours No Stairs Space must be free and clear prior to scheduled delivery time.		
				\$1,013.64	\$1,013.64
			SALES TAX; North Bend, WA 9%		

Grand Total: **\$12,276.29**

By Signing you acknowledge the Order Notes found at the top of the first page, along with the Terms and Conditions on the following pages.

Please Note: If power and/or data components are included in this order, delivery and installation does not include any electrical and/or low-voltage work required to be completed by a 3rd party electrician and/or cabling vendor to hook up provided components to building power. Please reach out to your salesperson if you need clarification or have any additional questions.

Approved By: _____
Name _____

Date: _____

PO: _____

Line	Qty	Mfg	Part Number	Sell	Ext Sell
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PLEASE READ THE FOLLOWING CAREFULLY... IT IS VERY IMPORTANT

TERMS AND CONDITIONS

ORDERS FOR HON PRODUCT CANNOT BE CANCELLED ONCE PLACED!

1. USED AND CLOSEOUT FURNITURE IS SOLD IN "AS-IS CONDITION" NO WARRANTY.
2. **PRODUCTS:** CUSTOMER IS RESPONSIBLE FOR VERIFICATION OF ITEMS. CUSTOMER HAS MADE ALL DECISIONS CONCERNING THE SELECTION, COLOR AND STYLE OF FURNITURE PURCHASED.
3. **COLORS & FINISHES:** FABRIC AND WOOD STAINS ARE SUBJECT TO DYE LOT VARIATION.
4. **FACTORY LEAD TIMES:** DUCKY'S HAS PROVIDED OUR BEST ESTIMATE OF THE DELIVERY TIME FOR YOUR ORDER. FACTORY PRODUCTION SCHEDULES MAY CHANGE WITHOUT NOTICE, THEREFORE DELIVERY TIME IS AN ESTIMATE AND THE FURNITURE MAY NOT BE AVAILABLE ON THE ESTIMATE DATE.
5. **INSPECTION:** CUSTOMER MUST INSPECT THE FURNITURE UPON DELIVERY OR PICK-UP. CUSTOMER MUST MAKE CLAIMS FOR DAMAGE AT THAT TIME.
6. **PRICE:** THE PRICE DOES NOT INCLUDE DELIVERY (OTHER THAN TO THE STORE PURCHASED FROM), SET UP, ASSEMBLY, UNPACKING, OR INSTALLATION, UNLESS OTHERWISE STATED. QUOTES GOOD FOR 30 DAYS UNLESS OTHERWISE NOTED.
7. **CANCELLATIONS:** HON PRODUCT CANNOT BE CANCELLED ONCE ORDERED! FURNITURE ORDERED CANNOT BE CANCELLED ONCE PRODUCTION HAS BEGUN. GENERALLY QUICK SHIP ORDERS ARE IN PRODUCTION WITHIN 24 HOURS OF THE DAY THAT ORDER HAS BEEN PLACED.
8. **WARRANTY:** DUCKY'S DOES NOT WARRANT ANY FURNITURE. ALL **WARRANTIES** ARE FROM THE MANUFACTURE AND VARY BY THE INDIVIDUAL MANUFACTURER.
9. **RETURN CHECKS:** THERE IS A \$25.00 RETURN CHECK CHARGE.
10. **IF YOU CHOOSE TO HAVE DUCKY'S HELP YOU LOAD YOUR ITEMS, WE WILL NOT BE RESPONSIBLE FOR ANY DAMAGE DONE TO THE ITEM OR YOUR VEHICLE WHILE LOADING. IN ADDITION, WE WILL NOT TIE DOWN OR SECURE ANY FURNITURE.** HOWEVER WE DO HAVE TWINE AVAILABLE FOR YOUR USE.
11. DUCKY'S REQUIRES A DEPOSIT OF HALF OF THE TOTAL ORDER PRIOR TO PLACING THE ORDER, UNLESS OTHERWISE NEGOTIATED WITH YOUR SALESPERSON.

RETURN POLICIES

IN STOCK... RETURNS MUST HAVE PRIOR AUTHORIZATION AND REQUEST MUST BE MADE WITHIN 7 DAYS. PRODUCTS MUST BE IN ORIGINAL CARTON & UNOPENED FOR 100% REFUND.. AFTER 7 DAYS A RESTOCKING CHARGE OF 25% WILL BE ACCESSED ON ALL RETURNS. IF DAMAGE IS EVIDENT AND IF WE ACCEPT IT BACK, CREDIT WILL BE DETERMINED BY MARKET VALUE.

SPECIAL ORDERS... NO RETURNS ALLOWED

SPECIAL ORDER INCLUDES ALL CUSTOM STYLES AND SIZES.
ALL SYSTEMS FURNITURE.

ALL FURNITURE THAT IS NOT NORMAL STOCK FOR **DUCKY'S**. PLEASE ASK YOUR SALESPERSON IF YOUR ORDER FALLS INTO THESE CATEGORIES.

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SUBJECT:	Agenda Date: August 16, 2022	AB22-100
Motion Authorizing Change Order #1 with the Washington State Department of Enterprise Services for the WWTP High Priority Improvements Phase II Project	Department/Committee/Individual	
Cost Impact: \$66,219	Mayor Rob McFarland	
Fund Source: Sewer Capital and Operations	City Administrator – David Miller	
Timeline: Immediate	City Attorney – Lisa Marshall	
	City Clerk – Susie Oppedal	
	Comm. & Economic Development – Rebecca Deming	
	Finance – Richard Gould	
	Public Works – Mark Rigos, P.E.	X
Attachments:		
SUMMARY STATEMENT:		
In December 2019, the City Council authorized an Energy Savings Performance Contract with Washington State Department of Enterprise Services (DES) for 50% design and bidding of the WWTP (Wastewater Treatment Plant) High Priority Improvements – Phase II project. The remainder of the design and the construction of the improvements were authorized by City Council in May 2021. This large project upgrades several existing processes and adds new processes to improve redundancy, reliability, worker safety, capacity, effluent water quality, and odor control. During the engineering design, it was noted that the existing electrical service at the WWTP was already loaded to capacity and that a new service would need to be provided for the expanded WWTP.		
As previously noted, bids for this project were received at the 50% design level, as is common with Design-Build projects. Also common with Design-Build is including a contingency in the project budget to cover additions and changes in the plans and specifications between the bid period and the final design. For this project, the contingency amount that was agreed upon between all parties was 2.5% of the construction costs, or \$585,034. The items listed below, totaling \$338,748, have been approved for use of contingency funds leaving approximately \$246,000 in contingency funds to date. While the costs below do not use the full contingency amount, it is anticipated that the full amount of contingency will be used as other items are discovered.		
Items that the City has approved for contingency are as follows:		
<ol style="list-style-type: none">Temporary RAS pipe relocation: The bid plans showed the existing return active sludge piping in the incorrect location because the as-builts for the previous project that installed the pipe were not yet completed. The pipe was thought to be clear of all excavation and shoring, but it was actually approximately 3 feet into the shoring for the oxidation ditch construction. This necessitated a temporary relocation of approximately 250 LF of two 16" RAS pipes. Upon completion of the oxidation ditch construction, the pipes will be returned to their original locations. Cost is \$173,524.Storm drain pipe material change: The bid plans called out ADS plastic pipe for all of the storm drainage improvements. After cutting pipe profiles it was found that approximately 250 LF of pipe was less than 2 feet of cover. This required changing the pipe material in these sections to ductile iron to meet the requirements set forth in the King County Surface Water Design Manual. Cost is \$20,868.Changes between the bid plans and the 100% construction plans: It is common practice with Design-Build contracts to bid the project at the 60% plan completion level. It is also common practice to use the project contingency to cover changes between the bid plans and final construction documents. For this project, this amounted to \$124,869.		

4. **Over excavation for oxidation ditches:** It is not uncommon to find unsuitable soils in excavations that need to be removed and replaced with engineered materials to properly support new structures. While excavating for the oxidation ditches, it was determined that an additional 65 cubic yards of materials would need to be removed and replaced. Cost is \$13,227.

5. **Electrical building 18" pipe conflict:** While laying buried conduit for the new electrical building, the electrical contractor found that the depth of an abandoned 18" mixed liquor pipe was the same depth as the conduit bank. The least expensive option was to cut and remove that section of pipe. Cost is \$6,260.

One item that is necessary for the plant to function properly is a mixer and mixer support for the magnesium hydroxide chemical injection system. This system will be used to control effluent pH and is required in the City's current NPDES permit. The mixer is necessary because the magnesium hydroxide is a solid suspended in water. Without mixing, the solids will settle, rendering the injection system unusable. While the mixer itself was included in the 50% plans and specifications, the mixer stand was not explicitly called out and was, therefore, not included in the contractor's bids. The mixer stand work is outside Trane's scope of work which is why Trane is requesting that additional funding be added to the project. Trane and their subcontractors have provided a quote in the amount of \$66,219 for this work. These quotes are only good through August 31. Because this item is necessary to operate a system that is required by the current NPDES permit, staff recommends approval of this item. Trane does not want to use contingency funds on this item because it is scope outside the original contract.

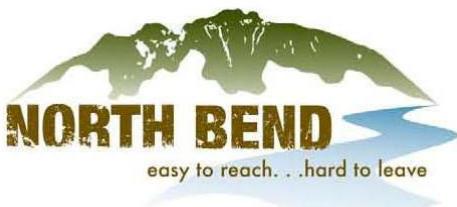
APPLICABLE BRAND GUIDELINES: Consistent delivery of quality basic services including transportation and traffic management.

COMMITTEE REVIEW AND RECOMMENDATION: The Transportation & Public Works Committee reviewed this item electronically and recommended approval and placement on the Consent Agenda.

RECOMMENDED ACTION: **MOTION to approve AB22-100, authorizing Change Order #1 with the Washington State Department of Enterprise Services for the WWTP High Priority Improvements Phase II Project, in an amount not to exceed \$66,219.00, 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 16, 2022		



SUBJECT:	Agenda Date: August 16, 2022	AB22-101
Resolution Authorizing Deferred Improvement and No Protest Agreements	Department/Committee/Individual	
	Mayor Rob McFarland	
	City Administrator – David Miller	
	City Attorney – Lisa Marshall	
	City Clerk – Susie Oppedal	
	Comm. & Economic Development – Rebecca Deming	
	Finance – Richard Gould	
Cost Impact: \$0	Public Works – Mark Rigos, P.E.	X
Fund Source: N/A		
Timeline:		

Attachments: Resolution, Exhibit A - Deferred Improvement Agreement and No Protest

SUMMARY STATEMENT:

North Bend Way (NBW) stretches approximately five miles from west City Limits (just east of Snoqualmie Casino) to east City Limits (near Exit 34). There are five separate segments along the NBW corridor that have been defined as part of the Complete Streets program that the City has commenced work on. Parametrix has been the selected consultant to prepare the Complete Streets Plan which will likely take 6 - 9 months to complete.

At this time, City staff believe it's in the City's best interests for the City Council to authorize the Mayor to execute Deferred Improvement and No Protest Agreements ("Agreement"), which allow developers / property owners along NBW to move forward with their project without constructing all the expensive and complex infrastructure along their NBW frontage. That benefits the property owner. It also benefits the City by allowing the City to construct all the undergrounding work, sidewalk, landscape strip, drainage facilities, etc. at the same time at a later date in one of the NBW segments or in a portion of a NBW segment. It also benefits nearby property owners by consolidating the construction into one season at one time.

City staff recommend this be approved due to the above mentioned benefits.

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.

RECOMMENDED ACTION: **Motion 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.**

RECORD OF COUNCIL ACTION

Meeting Date	Action	Vote
August 16, 2022		

RESOLUTION

A RESOLUTION OF THE CITY OF NORTH BEND, WASHINGTON, AUTHORIZING THE MAYOR TO EXECUTE DEFERRED IMPROVEMENT AND NO PROTEST AGREEMENTS WITH BENEFITTED PROPERTY OWNERS AND DEVELOPERS OF THE NORTH BEND WAY CORRIDOR PROJECT

WHEREAS, the City has adopted a Complete Streets Policy (“Policy”) as set forth in North Bend Municipal Code Chapter 12.02; and

WHEREAS, the North Bend Way Corridor Project is the first project identified by the City for completion under the City’s Policy; and

WHEREAS, to assist in adhering to the City’s Policy, the City seeks to encourage benefitted property owners and developers of the North Bend Corridor Project to enter into Deferred Improvement and No Protest Agreements with the City;

**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 Deferred Improvement and No Protest Agreement, generally in the form as attached hereto as Exhibit A, with benefitted property owners and developers of the North Bend Way Corridor Project.

**PASSED BY THE CITY COUNCIL OF THE CITY OF NORTH BEND,
WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 16TH DAY OF
AUGUST, 2022.**

CITY OF NORTH BEND:

APPROVED AS TO FORM:

Rob McFarland, Mayor

Lisa Marshall, City Attorney

ATTEST/AUTHENTICATED:

Effective:
Posted:

Susie Oppedal, City Clerk

DEFERRED IMPROVEMENT AND NO PROTEST AGREEMENT

This Deferred Improvement and No Protest Agreement (“Agreement”), is entered into between the City of North Bend, a Washington municipal corporation (“City”), and [Name] (“Owner”), collectively the “Parties.”

I. FINDINGS OF FACT

The following recitals, set forth as “WHEREAS” clauses, constitute findings of fact in support of this Agreement and are fully incorporated herein:

WHEREAS, the City is a Code City organized under Chapter 35A.12 of the Revised Code of Washington (“RCW”) and possesses the legal authority to require dedication of frontage improvements necessitated by development of private property adjacent to such frontage; and

WHEREAS, on February 18, 2020, the City Council of the City of North Bend adopted Ordinance No. 1715 establishing a Complete Streets Policy, codified in North Bend Municipal Code (“NBMC”) Chapter 12.02; and

WHEREAS, NBMC 12.02.030 requires that the City incorporate complete streets infrastructure into:

[e]xisting public and private streets to create a comprehensive, integrated, connected transportation network for North Bend that balances access, mobility, health and safety needs of pedestrians, bicyclists, transit users, motorists, emergency responders, freight and users of all ages and abilities, ensuring a fully connected, integrated network that provides transportation options. “Complete streets infrastructure” means design features that contribute to a safe, convenient, or comfortable travel experience for users, including but not limited to features such as: sidewalks; shared use paths; bicycle lanes; automobile lanes; paved shoulders; street trees and landscaping; planting strips; curbs; accessible curb ramps; bulb outs; crosswalks; refuge islands; pedestrian and traffic signals, including countdown and accessible signals; signage; street furniture; bicycle parking facilities; public transportation stops and facilities; transit priority signalization; traffic calming devices such as rotary circles and surface treatments such as paving blocks, textured asphalt, and concrete; narrow vehicle lanes; raised medians; and dedicated transit lanes[; and]

WHEREAS, the City has identified the North Bend Way Corridor Project (“Project”) as the initial project to be completed within the Complete Streets Policy, NBMC Chapter 12.02, and has therefore acquired a Complete Streets Grant through the Washington State Transportation Improvement Board for \$300,000 for the design of the Project; and

WHEREAS, the Project consists of the following five segments: the Western city limits to South Fork Snoqualmie River (Tollgate); the South Fork Snoqualmie River to Park Street Roundabout (West Downtown); the Park Street Roundabout to Cedar Falls Way Roundabout (East Downtown); the Cedar Falls Way Roundabout to SE 140th Street (Tanner Trail); and the SE 140th Street to 468th Avenue SE (East Commercial); and

WHEREAS, Owner owns real property located in the City, legally described in [Exhibit A](#) and depicted in [Exhibit B](#) hereto (“Property”); and

WHEREAS, Owner filed a complete land use application for the Property with the City, with a completeness determination date of _____ (“_____ Application”); and

WHEREAS, Owner is required to construct frontage improvements as a condition of development of Owner’s Property and may pay for such frontage improvements prior to issuance of development permits associated with the Property or may, through this Agreement, defer payment of such frontage improvements until such time as the City commences the Project; and

WHEREAS, an Owner electing to defer payment for frontage improvements until such time as the City commences the Project shall enter into the Agreement herein and submit satisfactory security in the form of a letter of credit (“Letter of Credit”) or assignment of funds (“Assignment of Funds”) equal to the cost of frontage improvements adjacent to the Owner’s Property, which security shall fund the Project when the Project is ready for construction; and

WHEREAS, the Letter of Credit or Assignment of Funds shall be recorded against the title to the Property responsible for the frontage improvements and shall not be released until the frontage improvements associated with the Project have been constructed; and

WHEREAS, the City estimates the cost to each property owner for frontage improvements necessitated by the Project to be \$2,800 per lineal foot; accordingly, the requirement to dedicate 200 lineal feet for frontage improvements along North Bend Way will require a property owner to pay for or obtain a Letter of Credit or Assignment of Funds in the amount of \$560,000; and

WHEREAS, the City’s estimate of the cost to each property owner in the amount of \$2,800 per lineal foot is established and described in [Exhibit C](#) hereto (attach Excel SS); and

WHEREAS, the frontage improvements subject to deferral shall include overhead utility lines; curbs; gutters; sidewalks; roadway final improvements for bike and vehicle lanes; final striping and geometrics; and water and storm drain facilities (“Improvements”); and

WHEREAS, this Agreement shall not apply to frontage improvements equal and greater than 500 lineal feet, which improvements shall be made by property owners prior to issuance of land use approvals; and

WHEREAS, RCW 35.43.182 authorizes a property owner to waive the ability to protest formation of an improvement district;

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

II. DEFERRED IMPROVEMENT

1. Owner shall pay to the City \$2,800.00 (two thousand eight hundred dollars) multiplied by _____ lineal feet for a total of \$_____ (hereafter “Frontage Improvement Payment”). The Frontage Improvement Payment shall be due before issuance of the development permit for the development of the Property legally described in Exhibit A and depicted in Exhibit B hereto. The City agrees that payment of the Frontage Improvement Payment shall satisfy all of the Owner’s frontage improvement obligations for development of the Property; or
2. Should Owner elect to defer the Frontage Improvement Payment until such time as the City commences construction of the Project, Owner shall establish an escrow account with a financial institution (“Financial Institution”) that meets all of the following requirements:
 - a. The escrow account shall be established with a Financial Institution qualified to hold escrow accounts and to do business in the State of Washington;
 - b. The escrow account shall be in the form of an assignment of savings account (“Assignment of Funds”), or an irrevocable letter of credit (“Letter of Credit”) guaranteed by the Financial Institution in the amount of \$_____ (hereafter “Account Sum”). Owner shall provide the City with the account number associated with the Assignment of Funds or Letter of Credit;
 - c. The Assignment of Funds or Letter of Credit shall bind Financial Institution and Owner, their heirs, executors, administrators, successors and assigns jointly and severally;
 - d. The Assignment of Funds or Letter of Credit shall prohibit any portion the Account Sum to be released without written authorization from the City;

- e. The Assignment of Funds or Letter of Credit shall specify that, upon the City's written notice to Financial Institution that Owner has not remitted to the City the Account Sum or any portion thereof, Financial Institution shall remit to the City within five (5) working days of the City's written demand the Account Sum or such lesser amount as the City may specify. The Assignment of Funds or Letter of Credit shall further specify that Financial Institution shall have no duty or right to evaluate the correctness or appropriateness of the City's demand for the Account Sum or a portion thereof and that the Financial Institution shall not delay payment of the Account Sum or portion thereof to the City; and
- f. The Assignment of Funds or Letter of Credit shall remain in effect until the City determines in writing at in its sole discretion that the Improvements have been completed, or ten (10) years from full execution of this Agreement, whichever occurs first.

III. NO PROTEST

- 1. Pursuant to RCW 35.43.182, Owner specifically waives the right to protest formation of a local improvement district. This Agreement waives legal protest only to formation of a local improvement district and does not affect Owner's rights to comment upon the Improvements related Owner's Property, or object to the Owner's individual assessment for the Improvements related to Owner's Property. The City shall deliver a signed release of this Agreement to Owner after completion of Improvements adjacent to Owner's Property and after transmittal of the final assessment roll to King County.

IV. GENERAL TERMS AND CONDITIONS

- 1. Duration. This Agreement shall take effect on the date all Parties have signed below and shall be in effect for ten (10) years from the date of its execution.
- 2. Assignment. This Agreement shall bind and inure to the benefit of the Parties and their heirs, assignees, and successors in interest. Upon assignment and assumption of all obligations under the Agreement by any assignee, Owner shall be released from all Agreement obligations as to any Property assigned.
- 3. Indemnification and Hold Harmless. Owner 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 Owner's performance or failure to perform any aspect of the Agreement. With respect to any such claim or suit brought against the City, Owner also waives its immunity under Title 51 RCW, the Industrial Insurance Act. This waiver is specifically negotiated between the parties.

4. Amendment in Writing. This Agreement may only be amended in writing, signed by all Parties.
5. Severability. If any term or provision of this Agreement, or its applicability to a particular situation, is found to be invalid, void or unenforceable by a court of competent jurisdiction, then the remaining provisions of this Agreement shall continue in full force and effect unless and to the extent the remaining provision, if implemented, would be inconsistent with or otherwise fail to carry out the mutual intent of the Parties.
6. No Joint Venture. Nothing in this Agreement is intended to create any type of joint venture or partner relationship between the Parties.
7. Dispute Resolution/Enforcement.
 - i. In the event of any dispute between the Parties arising out of the performance of this Agreement, the Parties shall first attempt to resolve the dispute through mediation prior to commencing litigation, using a mediator from Judicial Arbitration and Mediation Service (“JAMS”), or another mediator mutually agreed to by the Parties. The costs of the mediator shall be split equally between the Parties, and each Party shall bear its own costs to prepare for and participate in the mediation.
 - ii. Specific performance may be an appropriate remedy to enforce the terms of this Agreement.
 - iii. In the event mediation pursuant to subsection 8(i) is unsuccessful, the Parties may proceed to litigation to enforce the provisions of this Agreement. If the Parties proceed to litigation, the prevailing party shall be entitled to recover its reasonable costs and attorney's fees.
8. Authority to Sign. The signatories to this Agreement represent that they have the full authority of their respective entities to commit to all of the terms of this Agreement, to perform the obligations hereunder, and to execute the same.
9. Counterparts. This Agreement may be executed in counterparts each of which shall be deemed an original.
10. Notices. All notices, requests, demands and other communications required by this Agreement shall be in writing and, except as expressly provided elsewhere in this Agreement, shall be deemed to have been given at the time of delivery if personally delivered or three calendar days after the time of mailing if mailed by first class mail, postage prepaid.

Contacts with either Party shall be to the person identified below:

OWNER:

CITY:

[INSERT NAME & TITLE]
[INSERT ADDRESS]

Mark Rigos, Director of Public Works
City of North Bend
920 SE Cedar Falls Way
North Bend, WA 98045

11. Entire Agreement. This Agreement, together with all exhibits hereto, constitutes the entire agreement between the Parties with respect to the subject matter of this Agreement. This Agreement is specifically intended by the Parties to supersede all prior agreements, whether written or oral.
12. Recording. This City shall record this Agreement with the King County Auditor.

I CERTIFY THAT I HAVE CAREFULLY READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS, AND HAVE BEEN GIVEN THE OPPORTUNITY TO CONSIDER THE IMPLICATIONS OF THIS AGREEMENT. I ENTER THIS AGREEMENT OF MY OWN FREE WILL AND MY DECISION IS NOT BASED UPON REPRESENTATIONS OR ADVICE BY REPRESENTATIVES OF THE CITY.

OWNER:

CITY:

[NAME OF OWNER]

Rob McFarland, Mayor

Dated: _____

Dated: _____

[NAME OF OWNER]

Dated: _____

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STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that [NAME OF OWNER] is the person who appeared before me, and said person acknowledged that he/she signed this instrument and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

DATED: _____

(Stamp)

Print Name: _____
NOTARY PUBLIC in and for the State of Washington, residing at _____
My commission expires: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that [NAME OF OWNER] is the person who appeared before me, and said person acknowledged that he/she signed this instrument and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

DATED: _____

(Stamp)

Print Name: _____
NOTARY PUBLIC in and for the State of Washington, residing at _____
My commission expires: _____

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STATE OF WASHINGTON)
)
COUNTY OF KING)

On this day personally appeared before me, Mayor Rob McFarland, known to me to be the Mayor of the City of North Bend, the municipal corporation that executed the foregoing instrument, and acknowledged such instrument in his capacity as the Mayor of North Bend to be the free and voluntary act and deed of such municipal corporation, for the uses and purposes therein mentioned, and on oath stated that he was duly authorized to execute such instrument.

DATED: _____

(Stamp)

Print Name: _____
NOTARY PUBLIC in and for the State of
Washington, residing at _____
My commission expires: _____