



CITY COUNCIL MEETING*

August 15, 2023 – 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 25, 2023 & City Council Meeting of August 1, 2023		1
2) Payroll	August 4, 2023 – 28681 through 28687, in the amount of \$344,830.99		
3) Checks	August 15, 2023 – 74382 through 74428, in the amount of \$847,332.42		
4) AB23-095	Motion – Authorizing CO #7 with MSI for WWTP HPI Phase 1 Project	Mr. Rigos	9
5) AB23-096	Resolution – Accepting WWTP HPI Project Phase 1	Mr. Rigos	15
6) AB23-097	Motion – Authorizing On-Call Contract with DCG/Watershed Inc.	Ms. Deming	19
7) AB23-098	Motion – Authorizing Contract with King County for I-Net Services	Mr. Davenport	37
8) AB23-099	Motion – Authorizing Contract with Pendleton Consulting, LLC	Ms. Escobar	43
9) AB23-100	Motion – Authorizing LOU to PW CBA RE Pension for Temp Workers	Ms. Escobar	51

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

ANNOUNCEMENTS, PRESENTATIONS, APPOINTMENTS:

10) AB23-101	Youth Appointment to Parks Commission	Mayor McFarland	55
11) Presentation	Community Survey	Mr. Morado, ETC Institute	

COMMISSION AND COMMITTEE REPORTS:

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

INTRODUCTIONS:

12) AB23-102	Motion – Authorizing Purchase of IT Network Equipment	Mr. Davenport	59
13) AB23-103	Motion – Authorizing 3 rd Amendment with DNR RE Dahlgren Park	Mr. McCarty	63
14) AB23-104	Motion – Authorizing Contract with PH Consulting for 2024 Sidewalk Gaps Project	Mr. Rigos	69

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:



***PLEASE NOTE:** Members of the public may choose to attend in person or by teleconference. 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 15, 2023 so a copy can be provided to the City Council prior to the meeting.

Those wishing to access the meeting by teleconference 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: 881 2610 1456

Password: 658184

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

CITY OF NORTH BEND
CITY COUNCIL WORKSTUDY NOTES

July 25, 2023 – 7:00 p.m.

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

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

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

Staff Present: Mayor Rob McFarland, City Administrator David Miller, Deputy City Administrator/Public Works Director Mark Rigos, Community and Economic Development Director Rebecca Deming, Communications Manager Bre Keveren and Deputy City Clerk Jennifer Bourlin.

Guests Present: Vinita Sidhu, Sarah Canepa and Clayton Beaudoin from Site Workshop and Fred Young and Erin Ellig from Parametrix.

WH Taylor and Riverfront Park Design

Community and Economic Development Director Rebecca Deming provided background information about the park projects. At the June 27, 2023 Workstudy it was decided it was time to introduce the different designs to the public. Ms. Deming note Site Workshop would be reporting results from the in person open houses and the online survey.

Riverfront Park Presentation: Vinita Sidhu with Site Workshop reviewed the project goals and concept plans for Riverfront Park. The focuses were:

- Preserving the natural character of the park
- Improving access to the park and safety factors
- Visibility by adding interpretive signage, way finding signs in the connective trail system, improving access to the river, and respecting private property

Ms. Sidhu reported 102 online surveys were completed and summarized the overall feedback. Council discussed and asked for clarification about the pedestrian crossing at the Bendigo Blvd. and Park St. intersection. Council indicated they would like the all-way crossing option removed and focus mostly on natural elements with some concepts from the history focus. The pedestrian crossing on Bendigo at the levy trail was discussed.

William H. Taylor Park Presentation: Mr. Beaudoin with Site Workshop discussed what the main topics were for William H. Taylor Park including the following: what direction to take McClellan St. and the trail, Ballarat Ave. change of use, design for the park, and option of potential land acquisition.

Ms. Sidhu reviewed the survey results indicating the top 5 features as:

- Flexible lawn space or plaza space
- Covered outdoor seating
- Splash pad/water play
- Holiday tree
- Native plants

Ms. Sidhu clarified with Council their preferences for William H. Taylor Park as follows:

- Council prefers Ballarat to draw people into the park by changing its use to pedestrian only between E North Bend Way and E McLellan St.
- Include land acquisition in the Master Plan
- If the Train Depot is remodeled include restroom access from interior
- Move the Train Depot only if it would add an additional 10 or more parking spaces
- Refer the decision about whether to remodel or move the Train Depot to the Parks Commission

The meeting was recessed at 8:17 p.m. for a 3 minute break.

The meeting was called back to order at 8:21 p.m.

NB Way Complete Streets Corridor Plan

Community and Economic Development Director Rebecca Deming reviewed the amendment to the Parametrix contract from April 2023 to expand the scope of services to include additional public outreach. As part of the outreach the City and Parametrix held two open houses and an online survey. The survey was also advertised through social media.

Fred Young with Parametrix reviewed the 10 open house display boards, the key survey results and then reviewed each of the segments along with additional survey results. Mr. Young and Erin Ellig from Parametrix answered questions about the different segment options. Council selected the preferred alternatives noted below:

- Segment 1 (96 responses received): 1B - One lane each direction, shared use path, large buffer between path and road, no center median
- Segment 2 (114 responses received): 2C – Two lanes; parking on both sides, protected bicycle lanes (south side), sidewalks
- Segment 4 (102 responses received): 4C – Two lanes with bike lanes, median with trees where possible, left turns limited, 12 ft. shared use path

- Segment 5 (103 responses received): 5C – Two lanes with bike lanes, median with trees, left turns limited, 12 ft. shared use path, additional landscaping to screen I-90

Mayor McFarland briefly addressed the Council about an upcoming City Council vacancy.

Adjournment

The workstudy closed at 9:05 p.m.

ATTEST:

Ross Loudenback, Acting Mayor Pro Tem

Jennifer Bourlin, Deputy City Clerk

DRAFT

NORTH BEND CITY COUNCIL MINUTES

August 1, 2023

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

CALL TO ORDER, ROLL CALL:

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

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

CONSENT AGENDA:

Minutes – City Council Meeting of July 18, 2023

Payroll – July 20, 2023 – 28674 through 28680, in the amount of **\$286,165.31**

Checks – August 1, 2023 – 74323 through 74381, in the amount of **\$1,625,876.98**

AB23-087 – Resolution 2074 Suspending 2024 Comprehensive Plan Docket Process

AB23-088 – Resolution 2075 Awarding Alm Way Bridge Removal Capital Project

AB23-089 – Resolution 2076 Awarding North Bend Bridge 1135-3 Scour Project

AB23-090 – Motion Authorizing Amendment No. 4 to Parametrix Contract

AB23-091 – Motion Authorizing Amendment No. 1 to KBA Contract for Inspection Services

AB23-092 – Resolution 2077 Authorizing DEA with Otis Milam for Sewer Extension

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

CITIZEN'S COMMENTS:

Debra Landers, 14615 438th Avenue SE, invited all to attend the September 23rd Art Off the Rails Festival at W.H. Taylor Park and requested support for the event. Additionally, she mentioned a possible art installation at 209 Main Ave. S.

ANNOUNCEMENTS, PRESENTATIONS, APPOINTMENTS:

AB23-093 – Appointment of City Attorney

Audio: 4:56

Mayor McFarland recommended the appointment of Kendra Rosenberg as City Attorney.

Councilmember Gothelf **MOVED**, seconded by Councilmember Elwood to approve AB23-093, confirming the Mayoral appointment of Kendra Rosenberg of Kenyon Disend, PLLC as City Attorney. The motion **PASSED** 6-0.

INTRODUCTIONS:

AB23-094 – Motion Authorizing Contract with FCS Group for Fiscal Sustainability Analysis

Audio: 10:07

City Administrator Miller provided the staff report. Todd Chase and Martin Chaw of FCS Group provided a presentation on the Citywide Economic Development Strategic Plan.

The following individual commented on the agenda item:

Suzan Torguson, 790 E North Bend Way

Councilmember Miller **MOVED**, seconded by Councilmember Loudenback to approve AB23-094, authorizing the Mayor to sign a contract with FCS Group for a Fiscal Sustainability Analysis, in a form and content approved by the City Attorney, in an amount not to exceed \$95,830. The motion **PASSED** 6-0.

MAYOR, COUNCIL, AND ADMINISTRATOR CONCERNS AND INITIATIVES:

Councilmember Gothelf thanked fellow Councilmembers for the robust debate on AB23-094 – Motion Authorizing Contract with FCS Group for Fiscal Sustainability Analysis. Additionally, he encouraged all to stay safe and enjoy the rest of the summer.

Councilmember Miller mentioned attending the Snoqualmie/North Bend National Night Out event at Snoqualmie Community Park earlier this evening and reminded all to practice appropriate safety when visiting local rivers and lakes.

Councilmember Elwood extended his appreciation to Debra Landers of North Bend Art & Industry for her commitment to the community and thanked Mr. Chase and Mr. Chaw from FSC Group for their presentation and noted he looked forward to being a part of the process regarding the Fiscal Sustainability Analysis.

Councilmember Rosen echoed Councilmember Elwood's comments regarding the Fiscal Sustainability Analysis and noted the Study was crucial to the community.

Councilmember Loudenback thanked Mr. Chase and Mr. Chaw from FSC Group and Ms. Lander's from the North Bend Art & Industry for attending tonight's meeting. Additionally, he thanked staff for being well prepared for tonight's meeting and welcomed incoming City Attorney Rosenberg.

Mayor McFarland spoke regarding the following items:

- Election Day – August 1st
- Festival @ Mt Si – August 12th & 13th
- Public Participation for Comprehensive Plan Update

DRAFT

- Application Period Open for Human & Community Services Grant Requests

EXECUTIVE SESSION:

Mayor McFarland recessed the regular meeting for an Executive Session at 8:16 p.m. to discuss property acquisition, pursuant to RCW 42.30.110(1)(b) and potential litigation, pursuant to RCW 42.30.110(1)(i). No action was anticipated as a result of the Executive Session, which was expected to last forty-five minutes and videotaping of the meeting ceased.

The regular meeting reconvened at 8:51 p.m.

ADJOURNMENT:

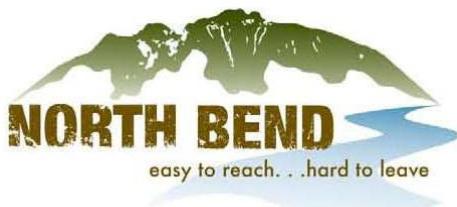
Councilmember Rosen **MOVED** to adjourn, seconded by Councilmember Gothelf. The motion **PASSED** 6-0.

The meeting adjourned at 8:51 p.m.

ATTEST:

Rob McFarland, Mayor

Susie Oppedal, City Clerk



City Council Agenda Bill

SUBJECT:	Agenda Date: August 15, 2023	AB23-095
Motion Authorizing Change Order #7 with McClure and Sons, Inc, for the Wastewater Treatment Plant High Priority Improvements Project Phase I	Department/Committee/Individual	
Cost Impact: (\$7,831.65)	Mayor Rob McFarland	
Fund Source: Sewer Operating/Capital	City Administrator – David Miller	
Timeline: Immediate	City Attorney – Kendra Rosenberg	
	City Clerk – Susie Oppedal	
	Administrative Services – Lisa Escobar	
	Comm & Econ Development – Rebecca Deming	
	Finance –	
	Public Works – Mark Rigos, P.E.	X

Attachments: Change Order #7

SUMMARY STATEMENT:

On March 19, 2019, the City Council awarded the Wastewater Treatment Plant (WWTP) High Priority Improvements (HPI) Phase I project to McClure and Sons, Inc. (MSI) of Mill Creek, WA. Construction commenced May 17, 2019. Several change orders have occurred to date already:

- Change Order (CO) #1 was approved on October 1, 2019 and consisted of additional unsuitable excavation materials, structural reinforcing for the ultra-violet (UV) underslab piping, chemical storage tanks, and materials on hand.
- CO #2 was approved on February 4, 2020 and consisted of a change to working days definition, re-routing of wires, adding additional conduit, and changing the approved flow meter manufacturer.
- CO #3 was approved on March 3, 2020 and consisted of portions of a chemical addition system for pH and phosphorus control.
- CO #4 was approved on May 5, 2020 and consisted of adding a pressure transmitter to manhole 4, adding additional chemical piping, modifying mixed liquor test pressures, substituting carbon steel for stainless steel bolts on select piping systems, a defect in the pan decking for the UV building mezzanine, elimination of waterstop on select pipes in the UV Building, and installing a grab sample system on effluent piping.
- CO #5 was approved on December 1, 2020 and consisted of modifying the light mounting at Clarifiers 3 and 4, deleting an 18" mixed liquor connection, installing a pressure safety valve for the WWTP washwater system, installing junction boxes for connection of the existing automated samplers, adding additional intrinsically safe loop powered barriers, deletion of some testing documentation, adding check valves in the mixed liquor pump station, installing an owner furnished light in the UV building, installing an emergency eye wash station near the chemical fill stations, and replacement of a damaged manhole.
- CO #6 was approved on June 7, 2022 and consisted of adding end caps on hand rail, cutting and re-welding an existing clarifier mechanism for re-use, repairing a scum scraper on a clarifier mechanism, abandonment of wet wells and vaults, startup and testing services, replacement of clarifier floor squeegees, deleting chain link fencing and landscaping, replacement hardware for a clarifier mechanism, adding a manifold ring on a clarifier mechanism, deleting a level transmitter for the oxidation ditch, modifying the sodium hypochlorite system, deleting a new clarifier mechanism.

City Council Agenda Bill

Proposed CO #7 consists of the following elements:

1. **Revision of General Conditions Regarding Article 3.03.5(1.1)** – This revision modifies the beginning date of the warranty period in this particular section to be consistent with other sections of the specifications. This section originally started the warranty period at the date of Council Acceptance. The section will be modified to start the warranty period at the date of substantial completion.
2. **Reduction in the Cost Allowance for Bid Item 7, Unexpected Site Changes, to Reflect Actual Costs** – Item #7, Unexpected Site Changes, was originally valued at \$15,000 to be used for minor changes in the scope of the work. The full value of the allowance was not used during the course of the project and this change order proposes to reduce the allowance amount to reflect the value that was actually used. This results in a project cost reduction of \$7,831.65, including tax.
3. **Correcting Calculation Errors in CO #5 and CO #6** – While preparing this Change Order, City and Gray & Osborne Staff found a minor error in the values in Change Orders 5 and 6. This change order corrects the \$493 miscalculation.
4. **Additional Working Days** – This change order will add the appropriate number of working days necessary to cover the timeframe of the actual work, per staff negotiations with MSI. This modification to the contract will show that the work was completed in the allowable number of working days.

An additional 451 working days is proposed by CO #7 and total cost savings of above items is \$7,185.00 without tax, or \$7,831.65, including tax. The additional working days are necessary to complete the added work as well as providing some relief due to supply chain difficulties caused by COVID-19. Approval of CO #7 would have the following impact on the project budget and schedule:

Item	Cost	Working Days
Original Contract	\$8,938,403.10	300
Change Order #1	\$89,316.62	19
Change Order #2	\$29,082.84	5
Change Order #3	\$148,082.22	80
Change Order #4	\$5,545.19	0
Change Order #5	\$45,243.59	67
Change Order #6	\$-105,240.02	109
Change Order #7	\$-7,831.65	451
Total Revised	\$9,143,658.11	1,031

City staff recommend CO #7 be approved.

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

COMMITTEE REVIEW AND RECOMMENDATION: This item was discussed at the July 25, 2023 Transportation and Public Works Committee meeting and the Council has been made aware of Change Order 7. Consistent with City staff recommendations, this item was recommended for approval and placement on the Consent Agenda.

City Council Agenda Bill

RECOMMENDED ACTION: **MOTION to approve AB23-095, authorizing Change Order No. 7 with McClure and Sons, Inc. for the Wastewater Treatment Plant High Priority Improvements Project Phase I, in a form and content acceptable to the City Attorney, in an amount of \$-7,831.65 (savings), including tax.**

RECORD OF COUNCIL ACTION

<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
August 15, 2023		

CHANGE ORDER

Project Title	WWTP High Priority Improvements		
Owner	City of North Bend	Contractor Name	McClure & Sons, Inc.
Change Order No.	7	Contractor Address	15714 County Club Drive Mill Creek, WA 98012
Change Order Date	July 21, 2023		
G&O No.	18681/19509		

The following changes are hereby made to the Contract Documents:

SCHEDULE A: BASE BID

ITEM 1: Revision of General Conditions Regarding Article 3.03.5(1.1)

Revise the title of referenced article to read “Two-Year Warranty Period”

At the end of the first sentence of the referenced Article replace the words “Final Completion” with “Substantial Completion” in the last paragraph of the referenced article replace the word “guarantee” with the word “warranty.”

The lump sum cost for this work is:.....\$0.00

Working Days: 0 working days are added to the Substantial Completion and Physical Completion Contract Times.

Justification: The change unifies the beginning of the warranty period with the date of substantial completion, which is specified in GC 3.04.16 (1) e.

ITEM 2: Reduction in the Cost Allowance for Bid Item 7, Unexpected Site Changes to Reflect Actual Costs

Bid Item 7 Unexpected Site Change provided a estimated cost allowance up to \$15,000 for Unexpected Site Changes which were considered to be minor in nature. The full value of the allowance was used to establish the original contract amount. This change order reduces the final amount of Bid Item 7 to the amount approved during the course of the project. The approved value of the work accomplished under this Bid Item amounts to \$7,815 which leaves an unearned residual amount of \$7,185.

The following payment items are revised:

No.	Description	Current Contract Quantity	Contract Price	New Contract Price	Contract Price Revision
7	Unexpected Site Changes	1 CALC	\$15,000.00	\$7,815.00	(\$7,185.00)

The lump sum credit for this work is:.....(\$7,185.00)

Working Days: 0 working days are added to the Substantial Completion and Physical Completion Contract Times.

Justification: This action reduces the contract value and bid item to reflect the cost of the work accomplished under Bid Item 7.

CHANGE TO CONTRACT PRICE

Original Contract Amount (without tax): \$8,207,900.00
Current Contract Amount, as adjusted by previous change orders: \$8,402,690.60⁽¹⁾
The Contract Amount due to this Change Order will be decreased by: (\$7,185.00)
The new Contract Amount (without tax) due to this Change Order will be: \$8,395,505.60

(1) The current contract amount of \$8,403,183.60 shown on approved Change Order 6 is incorrect due to a summation carried over from Change Order Number 5. The correct Contract Amount for Change Order 5 is \$8,499,241.08. Change Order 6 resulted in a net decrease of \$96,550.48 which results in a current contract amount of \$8,402,690.60.

CHANGE TO CONTRACT TIME

This change order increases the number of working days for substantial completion and physical completion for each of the Work Elements shall be as follows:

The Substantial Completion Contract Time for the Work Element – UV Building and Clarifier 4 with the ancillary items shall be increased from 470 working days to 537 working days

The Substantial Completion Contract Time for the Work Element – Rehabilitation of Clarifier 3 and ancillaries shall be increased from 530 working days to 537 working days.

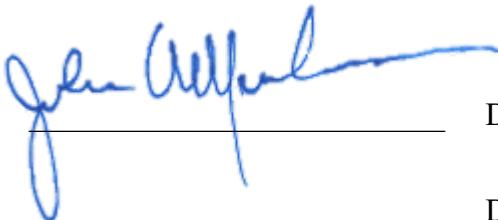
The Substantial Completion Contract Time for the Work Element – Site Stormwater system and ancillaries and all other work elements shall be reduced from 550 working days to 537 working days

The Physical Completion Contract Time for the All Work, except for final finishing of the exposed exterior surface of Clarifiers 3 and 4, shall be reduced from 580 working days to 537 working days.

The Contract Time for substantial and physical completion of all work associated with the exterior surface of concrete for Clarifiers 3 and 4 respectively shall be 1,031 working days.

This document will become a supplement to the Contract and all provisions in the Contract will apply hereto. The Contractor acknowledges and agrees that by executing this change order he foregoes all rights and privileges of acquiring any additional compensation for any known or unknown claims of any type or nature, to include but not be limited to, any additional work, delays, extended office overhead, design omissions, changed site conditions, or any oral directions as of the date of the execution of this change order.

**GRAY & OSBORNE, INC.
(RECOMMENDED)**



Date July 21, 2023

**MCCLURE & SONS, INC.
(ACCEPTED)**



Date _____

**CITY OF NORTH BEND
(ACCEPTED)**



Date _____



City Council Agenda Bill

SUBJECT:	Agenda Date: August 15, 2023	AB23-096
Resolution Accepting Wastewater Treatment Plant High Priority Improvements Project Phase 1 as Complete	Department/Committee/Individual	
	Mayor Rob McFarland	
	City Administrator – David Miller	
	City Attorney – Kendra Rosenberg	
	City Clerk – Susie Oppedal	
	Administrative Services – Lisa Escobar	
	Comm & Econ Development – Rebecca Deming	
Cost Impact: N/A	Finance –	
Fund Source: N/A	Public Works – Mark Rigos, P.E.	X
Timeline: Immediate		
Attachments: Resolution		
SUMMARY STATEMENT:		
<p>In March 2019, the City Council approved a contract amount of \$8,938,403.10 including sales tax with McClure and Sons, Inc. (Contractor) for the Wastewater Treatment Plant (WWTP) High Priority Improvements (HPI) Project Phase 1. The project is located at the City's WWTP adjacent to Bendigo Boulevard and consisted of several items of work identified in the City's 2017 Wastewater System Facilities Plan. Work included: construction of a new mixed liquor splitter box and pump station, construction of a new secondary clarifier, rehabilitation of the existing secondary clarifier, construction of a new ultraviolet disinfection/chemical treatment building, addition of a third ultraviolet disinfection reactor, construction of two new effluent temperature mitigation tanks, modifications to the side-bank outfall structure, and other work as required to complete the project.</p> <p>The project had seven change orders that totaled \$212,030.44 which brought the total contract amount to \$9,143,658.11 including sales tax. The contractor finished the work scope within the contracted timeline. The final construction cost was \$9,143,658.11 including sales tax. Construction commenced May 12, 2019 and was physically completed June 28, 2023. This project improved employee safety, redundancy, and capacity of the WWTP. All necessary documentation has been received by the City and the project is ready for close-out.</p> <p>Retainage cannot be released until the project has been accepted by City Council, all liens have been satisfied, and all taxes have been paid. Upon receipt of all necessary documentation, retainage shall be released.</p>		
APPLICABLE BRAND GUIDELINES: Consistent delivery of quality basic services including transportation and traffic management.		
COMMITTEE REVIEW AND RECOMMENDATION: This item was discussed at the July 25, 2023 Transportation and Public Works Committee meeting and the Council has been made aware that the project has been completed per the plans and specifications. Consistent with City staff recommendations, this item was recommended for approval and placement on the Consent Agenda.		
RECOMMENDED ACTION: MOTION to approve AB23-096, a resolution accepting the Wastewater Treatment Plant High Priority Improvements Project Phase 1 as complete and authorizing the release of retainage.		
RECORD OF COUNCIL ACTION		
Meeting Date	Action	Vote
August 15, 2023		

RESOLUTION

A RESOLUTION OF THE CITY OF NORTH BEND, WASHINGTON, ACCEPTING THE WASTEWATER TREATMENT PLANT HIGH PRIORITY IMPROVEMENTS PROJECT PHASE 1 AS COMPLETE AND AUTHORIZING THE RELEASE OF RETAINAGE

WHEREAS, City of North Bend (City) staff requested bids for the Wastewater Treatment Plant High Priority Improvements Project Phase 1 (Project); and

WHEREAS, McClure and Sons, Inc. submitted the lowest responsive and responsible bid; and

WHEREAS, the Project was awarded to McClure and Sons, Inc. on March 19, 2019; and

WHEREAS, McClure and Sons, Inc. started constructing the Project on May 12, 2019 and completed the Project on June 28, 2023; and

WHEREAS, the final cost of the Project was \$9,143,658.11 including sales tax; and

WHEREAS, the City must accept the Project prior to submitting requests for releases from the State Department of Revenue, Department of Labor and Industries and the Employment Security Department (the “State”), for the retainage of the contractors;

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

Section 1. The City of North Bend accepts McClure and Sons, Inc. construction and completion of the Wastewater Treatment Plant High Priority Improvements Project Phase 1.

Section 2. The City of North Bend authorizes the release of the retainage on the

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contract(s) associated with the Project upon receipt of the appropriate clearances from the State.

**PASSED BY THE CITY COUNCIL OF THE CITY OF NORTH BEND,
WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 15TH DAY OF
AUGUST, 2023.**

CITY OF NORTH BEND:

Rob McFarland, Mayor

APPROVED AS TO FORM:

Kendra Rosenberg, City Attorney

ATTEST/AUTHENTICATED:

Effective:
Posted:

Susie Oppedal, City Clerk



City Council Agenda Bill

SUBJECT:	Agenda Date: August 15, 2023	AB23-097
Motion Authorizing On-Call Contract with DCG/Watershed for Arborist Services	Department/Committee/Individual Mayor Rob McFarland City Administrator – David Miller City Attorney – Kendra Rosenberg City Clerk – Susie Oppedal Administrative Services – Lisa Escobar Comm. & Economic Development – Rebecca Deming Finance – Public Works – Mark Rigos	X
Cost Impact: N/A		
Fund Source: Developer Pass-Thru funds		
Timeline: Immediate		
Attachments: On-Call Contract		
SUMMARY STATEMENT:		
From time-to-time certain projects require the assistance of a Qualified Professional to ensure projects are meeting the North Bend Municipal Requirements for landscaping and tree preservation. To expedite the use of these experts and avoid having to go through the selection process from a Small Works Roster every time City staff needs assistance, consultants can be placed under contract for on-call services. Their services would be called upon only when their assistance is needed. No expense is incurred unless a specific task and associated fee is determined with the relevant consultant.		
DCG/Watershed provides a variety of services as detailed in the attached agreement. Some of these services include reviewing Preliminary Plat, Engineering and lot specific plans to ensure consistency with City Code, pre-construction, construction, and post construction inspection, tree assessment and more. If approved, the professional services contract with DCG/Watershed could provide services for any work based upon a specific project budget. This Agreement is meant to cover a variety of project reviews which will be billed directly to the applicants when services are needed.		
APPLICABLE BRAND GUIDELINES: Sustainably Managed Growth		
COMMITTEE REVIEW AND RECOMMENDATION: The Community and Economic Development Committee reviewed this agenda item at their June 20, 2023 meeting and recommended approval and placement on the Consent Agenda.		
RECOMMENDED ACTION: MOTION to approve AB23-097, authorizing the Mayor to sign an On-call Professional Services Agreement with DCG/Watershed, in a form and content acceptable to the City Attorney.		
RECORD OF COUNCIL ACTION		
Meeting Date	Action	Vote
August 15, 2023		

**ON-CALL PROFESSIONAL SERVICES AGREEMENT
BY AND BETWEEN THE CITY OF NORTH BEND
AND DCG/WATERSHED, INC.**

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is entered into this _____ day of _____, 2023, by and between the City of North Bend, a municipal corporation of the State of Washington (“City”) and DCG/Watershed, 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.** This contract is designed to cover work for developer pass-thru projects. City of North Bend projects shall be under separate contract. Consultant will invoice the 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 rates may increase based on annual reviews, but not more than 5% annually, and not without prior submission to and approval of any new rate tables by the City of North Bend. Consultant also anticipates certain reimbursable expenses, such as mileage, which will be included on its monthly invoices at cost plus 10%. The 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 the 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 July 1, 2023, and ending December 31, 2024, 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: Kyle Braun, PLA
Project Manager
DCG/Watershed
750 6th St S
Kirkland, WA 98033
Phone: (425) 650-1324
Email: kbraun@dcgwatershed.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

DCG/WATERSHED

By: _____
Rob McFarland, Mayor

By: _____
Kenny Booth, Director of Current Planning

Attest/Authenticated:

Susie Oppedal, City Clerk

Approved As To Form:

Lisa Marshall, City Attorney

EXHIBIT A:
SCOPE OF SERVICES

Consultant shall furnish and perform services including, but not limited to, the description of work and deliverable items indicated below. The Consultant's main point of contact at the City will be Rebecca Deming, Community and Economic Development Director, who can be reached at 425-888-7646 or rdeming@northbendwa.gov, or such other personnel as the City may designate from time to time.

ARBOREAL & LANDSCAPE ARCHITECTURE DEVELOPMENT ON-CALL REVIEW

The Consultant shall provide services to the City of North Bend on an as-needed basis for arboreal and landscape architecture review that may include site planning for tree preservation, tree removal and replacement, landscape plan review and implementation inspection related to applications submitted to the City. The City shall authorize in writing the specifications and the scope of review to be completed by the Consultant.

Review services may include site investigation; review of permit documents, plans, and reports; and recommendations to achieve compliance with:

- City of North Bend Municipal Code, Chapter 19.10 Clearing, Grading, Filling, and Drainage
- City of North Bend Municipal Code, Chapter 18.18 Landscaping Regulations
- City of North Bend Municipal Code, Chapter 18.50 Low Impact Development Demonstration Projects
- City of North Bend Critical Areas Maps

The Consultant shall prepare a letter-style report per report requirements of the NBMC addressed to the City's project manager, describing review findings, which may include, but not be limited to, the following tasks:

Arboreal Development Review Services

1. Verify the correctness or adequacy of work similar to that described below that has been prepared by a consultant hired by a permit applicant (i.e., perform "ThirdParty" review).
 - Determine whether a tree is hazardous as described in North Bend's Development Code (involves site reconnaissance and completion of ISA or the City's Tree Evaluation form).
 - Prepare and Review Arborist reports in conformance with City of North Bend Municipal Code Chapter 19.10 Clearing, Grading, Filling, and Drainage, that may include: identification, mapping and tagging significant trees, trees to be removed and trees to be retained; recommendations on how tree removal, retention and replacement will be accomplished; discussion of the roles specific trees play in protecting critical areas; and conditions ratings (including tree risk assessments) and recommendations for tree retention, removal, maintenance, etc.
 - Perform site analysis for tree retention during development.
 - Prepare tree and vegetation protection specifications, enhancement recommendations, tree planting and maintenance instructions and monitoring plans.
 - Prepare vegetation restoration and mitigation plans.
 - Assist the City in interpreting and implementing regulations related to tree removal, protection, and replacement by providing arboreal expertise, as necessary.
 - Coordinate with other qualified professionals for trees in critical areas.

Landscape Architecture Review Services

1. Review landscape plans and Soil Preparation Plans submitted by applicants for conformance with City of North Bend Municipal Code Chapter 18.18.
2. Verify soil preparation has been implemented on development sites according to Chapter 18.12.045(D).
3. Site inspection with soil props to determine implementation of soil preparation requirements.
4. Initiate and facilitate third party soil sampling and testing.
5. Assist the City in determining costs associated with proposed rehabilitation, enhancement or mitigation work related to trees, landscape and understory vegetation.

Arboreal and Landscape Architecture Review services will be billed at the rates as denoted on the following rates page.

Hourly Rates Effective January 2023*

Dan Nickel, MSc	Director of Planning	\$220.22
Hugh Mortensen, PWS	Director of Natural Resources	\$220.22
J. Kenny Booth, AICP	Director of Current Planning	\$220.22
Al Wald, LHg	Hydrogeologist	\$205.20
Amber Miklusak, PLA, GISP, MLA	Director of Landscape Architecture	\$194.40
Greg Johnston, EIT, CFP, MSc	Senior Fisheries Biologist	\$183.60
Nell Lund, PWS	Senior Ecologist	\$183.60
Ryan Kahlo, PWS	Senior Ecologist	\$183.60
Mark Daniel, AICP	Senior Planner/GIS Specialist	\$183.60
Marina French, PLA, MLA	Senior Landscape Architect	\$175.12
James Carlson, PLA	Senior Landscape Architect	\$172.00
Kimberly Frappier, MSc	Environmental Planner	\$167.40
Colin Macdonald	Restoration Biologist	\$167.40
Chuck McDowell, PLA	Landscape Architect	\$167.00
Clover McIngalls, PWS	Environmental Planner	\$162.00
Peter Heltzel, MSc, CFP	Fisheries Biologist	\$162.00
Katy Crandall, PWS	Ecologist/Arborist	\$162.00
Kyle Braun, PLA	Landscape Architect/Arborist	\$155.27
Alex Capron, AICP	Senior Planner/GIS Specialist	\$151.20
April Mulcahy	Ecological Designer/Arborist	\$150.13
Roen Hohlfeld, MLA	Ecologist/Arborist/Landscape Designer	\$145.80
Dawn Spilsbury	GIS Analyst/FAA Licensed Drone Pilot	\$140.40
Sam Payne, PWS	Ecologist/Arborist	\$140.40
Amanda Fleischman, PLA, MLA	Landscape Architect	\$130.22
Devin Melville	Arborist/ Environmental Planner	\$130.22
Nathan Burroughs, MSc	GIS Analyst	\$127.72
Lars Freeman-Wood	Arborist	\$125.17
Alex Plumb	Environmental Planner	\$125.00
Laura Jones	Environmental Planner	\$125.00
Grace Brennan	Ecologist	\$124.20
Brianna Hines	Environmental Planner	\$124.20
Angela Mele	Interpretive Planner	\$121.23
David Jackson	Environmental Planner	\$121.06
Hui Cao	Landscape Designer	\$120.96
Debra Klein	Accountant	\$120.22
Alexis Ochoa	Arborist	\$120.15
Fern Huynh	Landscape Designer	\$118.22
Evan Earhart	Arborist	\$118.00
Betsy Mann	Marketing Manager	\$115.04
Sage Presster	Ecologist	\$113.40
Laura Keil	Landscape Designer	\$113.40
Sandy Jimenez	Project Coordinator	\$110.00
Justin Kay	Ecologist	\$108.18
Anna Murphy	Ecologist	\$105.10
Anna Tono	Marketing Coordinator	\$81.00

Acronym Key:

CFP = Certified Fisheries Professional as certified by the American Fisheries Society

EIT = Engineer In Training

LG = Licensed Geologist

LHG = Licensed Hydrogeologist

GIS = Geographic Information System

PWS = Professional Wetland Scientist as certified by the Society of Wetland Scientists

PLA = State of Washington Professional Landscape Architect

AICP = American Institute of Certified Planners

MSc = Master of Science degree

MLA = Master of Landscape Architecture

GISP = GIS Professional

*Rates for 2023 only; escalator clause for cost of living may apply in future years

Direct Costs

<u>Auto Mileage</u> Maximum standard rate allowable by IRS			
<u>Reproduction:</u>			
<u>Black & White Printing</u>	<u>Rate per Page</u>	<u>Plotting</u>	<u>Rate per SF</u>
8 1/2 x 11	\$0.10	B&W Bond	\$1.05
11 x 17	\$0.20	Color Bond	\$1.18
12 x 18	\$0.30	B&W Glossy	\$12.18
		Color Glossy	\$13.76
<u>Color Printing</u>	<u>Rate per Page</u>		
8 1/2 x 11	\$1.00		
11 x 17	\$2.00		
12 x 18	\$2.50		
Outside Reproduction	At cost		
Electrofishing Equipment Fee	\$100.00/day		
Trimble DA2 - GPS Equipment Fee	\$50.00/day		
Drone	\$200.00/day		
Field Tablet	\$20.00/day		
Solomat Water Quality Testing Equipment Fee	\$50.00/day		
YSI Salinity pH Meter	\$50.00/day		
Expert testimony	Expert testimony is billed at 1.5 times standard hourly rates		
Lodging and per diem	Reimbursement will be at a rate not to exceed the WA State OFM per diem rate for location services are provided. Out-of-State locations will be reimbursed at the current GSA rate for location services are provided.		
Other Direct Costs 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: _____

EXHIBIT D:

**CITY OF NORTH BEND
IDENTITY THEFT PREVENTION PROGRAM**

I. PROGRAM ADOPTION

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

II. PROGRAM PURPOSE AND DEFINITIONS

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

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

B. Red Flags Rule Definitions Used in this Program. For the purposes of this Program, the following definitions apply:

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

“Covered account” means:

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

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

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

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

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

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

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

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

III. IDENTIFICATION OF RED FLAGS

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

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

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

B. Suspicious Documents – Red Flags.

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

C. Suspicious Personal Identifying Information – Red Flags.

- Identifying information presented that is inconsistent with other information the customer provides (such as inconsistent birth dates);
- Identifying information presented that is inconsistent with other sources of information (for instance, an address not matching an address on a driver’s license);
- Identifying information presented that is the same as information shown on other applications that were found to be fraudulent;
- Identifying information presented that is consistent with fraudulent activity (such as an invalid phone number or fictitious billing address);
- Social security number presented that is the same as one given by another customer;
- An address or phone number presented that is the same as that of another person;

- Failing to provide complete personal identifying information on an application when reminded to do so (however, by law social security numbers must not be required); and
- Identifying information which is not consistent with the information that is on file for the customer.

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

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

E. Alerts from Others – Red Flag.

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

IV. DETECTING RED FLAGS

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

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

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

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

V. PREVENTING AND MITIGATING IDENTITY THEFT

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

A. Prevent and Mitigate Identity Theft.

- Monitor a covered account for evidence of identity theft;

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

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

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

VI. PROGRAM ADMINISTRATION

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

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

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

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

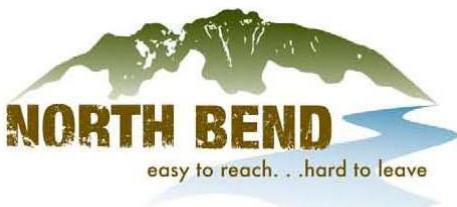
C. Service Provider Arrangements. In the event the City engages a service provider to perform an activity in connection with one or more covered accounts, the City shall take the following steps to require that the service provider performs its activity in accordance with reasonable policies and procedures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

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

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

VII. PROGRAM UPDATES

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



City Council Agenda Bill

SUBJECT:	Agenda Date: August 15, 2023	AB23-098
Motion Authorizing a Contract with King County for I-Net Services	Department/Committee/Individual	
	Mayor Rob McFarland	
	City Administrator – David Miller	
	City Attorney – Kendra Rosenberg	
	City Clerk – Susie Oppedal	
	Administrative Services – Lisa Escobar	
	Comm. & Economic Development – Rebecca Deming	
	Finance –	
Cost Impact: \$27,360	Public Works – Mark Rigos	
Fund Source: General Fund	Information Technology – Phil Davenport	X
Timeline: Immediate		
Attachments: King County Customer Services Contract		
SUMMARY STATEMENT:		
The City currently connects to the Internet and our e-mail provider via King County Institutional Network (I-Net). I-Net is a regional 2,000-mile fiber optic network, connecting more than 300 public, education, and government organizations to a stable, reliable, redundant, and affordable regional communications network for Voice, Data and Video services.		
The City's current contract with King County is currently beyond contract terms. The attached contract is for a three-year period through 2026. There is a 90-day termination clause associated with this contract. The Master Services Agreement for this contract is available for review in the City Clerk's office.		
There are no substantive changes associated with this contract and there is no increase in the contract cost. The annual cost is \$9,120 which is authorized in the adopted budget appropriation.		
APPLICABLE BRAND GUIDELINES: Economic viability/balanced budget.		
COMMITTEE REVIEW AND RECOMMENDATION: The Finance & Administration Committee reviewed this item at their August 8, 2023 meeting and recommended approval on the Consent Agenda.		
RECOMMENDED ACTION: MOTION to approve AB23-098, authorizing the Mayor to sign a contract with King County for I-Net Services, in a form and content acceptable to the City Attorney.		
RECORD OF COUNCIL ACTION		
Meeting Date	Action	Vote
August 15, 2023		

I-NET
Customer Services Contract Number 07CONB23

This Customer Services Contract (CSC) number 07CONB23 (Contract), is made by and between King County, Washington, with its principal place of business at 401 5th Avenue, Suite 600, Seattle, WA (County) and City of North Bend, with its principal place of business at 211 Main Ave N, North Bend, WA 98045 (Customer) (and collectively, the Parties).

1. Term

This Contract is effective on the date last signed below and shall remain in effect for an Initial Period of three (3) years, unless terminated earlier pursuant to section 3.1 of the Master Services Agreement ("MSA"). Following the expiration of the Initial Period, the Contract shall automatically renew for successive one (1) year periods (each a "Renewal Period") unless terminated by either Party upon giving the Other Party ninety (90) days prior written notice. The Initial Period and each Renewal Period, if any, are collectively referred to herein as the "Term".

2. Services Ordered

The service offering is summarized in Table A below, and further described in the MSA located at <https://kingcounty.gov/inetmsa>. Upon the Customer order(s), the County will provide the contracted sites the services listed in Table B below, at the stated monthly and non-recurring (one-time) fees. Fees may be subject to either increase or decrease adjustments upon receiving ninety (90) days prior written notice by the County.

The County owns all Customer Premise Equipment (CPE) devices installed at Customer Sites and shall retain title to all parts and materials used or provided by the County in providing any service described herein. See <https://kingcounty.gov/inetmsa>, Attachment C for a description of service offerings. Customer shall provide timely access to the Site(s) where I-Net and Services are provided, including to Customer's premise equipment.

Service Offering Summary—Table A

Services Offered*	
<ol style="list-style-type: none"> 1. Internet Bandwidth (IB) 2. Transport Bandwidth (TB) 3. King County Exchange (KCX) Services 4. Support Services 5. Additional IPV4 Addresses (AIP) 	<ol style="list-style-type: none"> 6. Professional Services <ul style="list-style-type: none"> ▪ Network Engineering Service (NES) ▪ Solution Architecture (SA) ▪ Project Management Service (PMS) ▪ Support Surcharge (SS)

**See the MSA, Attachment C, for a full description of the service.*

Contracted Sites, I-Net Services and Fees—Table B

Monthly I-Net Services Subscription										
Svc Type	Band Width	Site ID	Site Name	Site Address	City	Site Contact	CPE Device	Hub	Demarc Point	Monthly Fee
IB	200	2004	City Hall	920 SE Cedar Falls Way	North Bend	Phillip Davenport	206V	NB	MDF	\$760.00
Support										\$0.00
Monthly Fee Total										\$760.00

Table B continued...

Non-Recurring Service Fees*				
Type	Notes	Quantity	Amount	Total
Provision Fees			\$0.00	\$0.00
Construction			\$0.00	\$0.00
Engineering	\$150@hour		\$150.00	\$0.00
Other Services			\$0.00	\$0.00
Non-Recurring Fee Total				\$0.00
<i>* Billed as Time and Materials</i>				

3. Contract Documents and Execution

By signing below, the Customer acknowledges that it has reviewed and accepts the following contract documents: (a) this I-NET Customer Services Contract, including Exhibits A (Key Persons) and (b) the Master Services Agreement available at <https://kingcounty.gov/inetmsa> and incorporated herein by this reference, including Attachments A through C. Further, the Customer represents that the signatory below has authority to bind its represented party to this Contract.

KING COUNTY	CITY OF NORTH BEND
Signature:	Signature:
Name:	Name:
Title:	Title:
Date	Date

Exhibit A—Key Persons

The Customer represents that the Primary Contact and the Technical Contact listed below are each authorized to request and approve: (a) all Customer network connections to other agencies contracting for I-Net and Services from the County or external agencies; and (b) all additions, deletions or modifications to the I-NET Services and Services provided under this Contract, including both cost and no-cost changes, which shall be captured in a contract amendment. The Primary and Technical Contacts shall be the Customer's lead on all technology and troubleshooting issues regarding I-Net and Services. The Customer's Finance Contact shall be the primary contact for all invoicing and billing issues and the Customer's Contract Contact shall be the primary contact for all contractual issues and Amendments.

Unless otherwise provided in Section 4, Notices, of the MSA, all change requests must be submitted in writing by either the Customer's Primary Contact or Technical Contact; email is an acceptable communication format. No change in Services or Sites will be made to the Customer's service configuration without approval from King County, which will be captured in a Contract Amendment or new CSC.

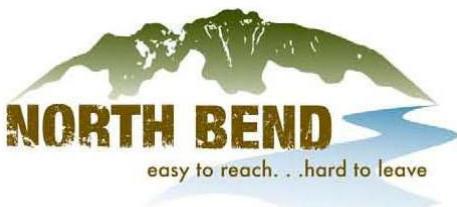
The Customer shall provide updated information to the County's I-Net Business Contact via email within five (5) business days should any of the below contact information change. Contact information updates do not require a Contract Amendment.

I-Net Contacts

KING COUNTY	CITY OF NORTH BEND
I-Net Business Contact:	
Darryl Hunt, I-Net Business Manager 401 5th Avenue, Seattle, WA 98104, 7th Fl Phone: 206-263-8758 E-mail: Darryl.Hunt@kingcounty.gov	Primary Contact: Phillip Davenport Phone: 425-888-7687 E-mail: pdavenport@northbendwa.gov
I-Net Operations Contact:	
Cise Yare, Network Services Operations Manager 401 5th Avenue, Seattle, WA 98104, 7th Fl Phone: 206-263-7938 Email: Cise.Yare@kingcounty.gov	Primary Contact: Phillip Davenport Phone: 425-888-7687 E-mail: pdavenport@northbendwa.gov
I-Net Management Contact:	
Tommy Lee, IT Enterprise Manger Phone: 206-263-8758 Email: Tom.Lee@kingcounty.gov	Primary Contact: Phillip Davenport Phone: 425-888-7687 E-mail: pdavenport@northbendwa.gov
Invoicing/Payments:	
Emily Wang, Business and Finance Officer 401 5th Avenue, Seattle, WA 98104 Phone: 206-263-2815 E-mail: Emily.Wang@kingcounty.gov	Finance Contact: use e-mail alias Phone: use e-mail alias E-mail: AP@northbendwa.gov

I-Net Contacts continued....

Contracts/Amendments:	
Alison Ward, Contract Manager Phone: 206-263-3323 E-mail: award@kingcounty.gov	Contracts Contact: Phillip Davenport Phone: 425-888-7687 E-mail: pdavenport@northbendwa.gov
Technical Support/Maintenance Notifications:	
E-mail: operations.network@kingcounty.gov Phone: 206-263-7000	Help Desk / IT Service Desk Contact: Phillip Davenport Phone: 425-888-7687 E-mail: pdavenport@northbendwa.gov



City Council Agenda Bill

SUBJECT:	Agenda Date: August 15, 2023	AB23-099
Motion Authorizing Contract with Pendleton Consulting, LLC	Department/Committee/Individual	
	Mayor Rob McFarland	
	City Administrator – David Miller	
	City Attorney – Kendra Rosenberg	
	City Clerk – Susie Oppedal	
	Comm. & Economic Development – Rebecca Deming	
	Finance –	
Cost Impact: \$16,272.01	Public Works – Mark Rigos, P.E.	
Fund Source: Professional Services	Administrative Services Director – Lisa Escobar	X
Timeline: Immediate		
Attachments: Scope		

SUMMARY STATEMENT:

For many years, City staff have hired a professional facilitator to lead Council retreats. The past few years have been particularly difficult with new Councilmembers coming on board during COVID and the magnitude of changes occurring in the community. The purpose of this contract is to secure skilled facilitation for retreats designed to develop leadership skills, increase communication skills, and clarify the roles and responsibilities of the City Council, the Mayor and City Administrator. The outcomes of the retreats are designed to best serve the community of North Bend.

Dr. Pendleton has 35 years extensive experience in a wide range of organization assessment and development projects in a diverse set of organizational environments with a specialty in local government. He is a published author and was a Professor and Associate Director of the Society and Justice program at the University of Washington. He has worked with numerous cities as a consultant and trainer for retreats, organizational development, leadership development and many more areas of foci. He has an established relationship with Councilmembers, the Mayor, and the City Administrator.

Dr. Pendleton will continue to work with the City in the original phases with additional work planned. Phase 1 and Phase 2 of the original contract have been fulfilled and the next phases include additional planning meetings, subsequent retreats, and final written reports. The expectation to complete this work is June 2024. The cost of this contract is \$16,272.01.

APPLICABLE BRAND GUIDELINES: Consistent delivery of quality basic services.

COMMITTEE REVIEW AND RECOMMENDATION: The Finance & Administration Committee reviewed this item at their August 8, 2023 meeting and recommended approval and placement on the Consent Agenda.

RECOMMENDED ACTION: **MOTION to approve AB23-099, authorizing a contract with Pendleton Consulting, LLC for facilitator service, in a form and content acceptable to the City Attorney, in an amount not to exceed \$16,272.01.**

RECORD OF COUNCIL ACTION

Meeting Date	Action	Vote
August 15, 2023		

34225 BRIDGEVIEW DR. N.E.
KINGSTON, WASHINGTON 98346
Cell (360) 509-1333
E-mail : mpendleton@telebyte.com

Leadership Development and Retreat Scope of Work #2

**For
City of North Bend, Washington**

**By
Michael R. Pendleton Ph.D.**

Introduction

The following scope of work outlines the objectives, method, and fees for conducting leadership development and related retreat(s) for the city of North Bend, Washington. This “scope” represents proposed work subsequent to phase I and II outlined in a previous scope of work that has been completed. This scope of work #2 is an estimate of the work necessary to complete the central objective of this project and is presented as a framework within which the planning and implementation of the project can occur. This scope of work can serve as the basis for a final contract for consulting services. See prospectus sent November 2022 for fee structure and billing policies.

Objectives:

To facilitate leadership development/retreat(s) project including the City Council, Mayor, and Administrative Team.

Method:

The following basic steps will be followed to accomplish the organizational assessment and development objectives:

Step 1. Meet individually with City Council members, Mayor and selected staff to identify topics for the retreat(s) agenda.

Step 2. Prepare a draft agenda(s).

Step 3. Conduct meeting(s) with the selected City Council Member, Mayor and /or selected staff to review agenda(s) and prepare for retreats and related processes.

Step 4 Implement the development process to include retreat(s) facilitation using a phase approach detailed below.

Step 5. Prepare a written summary report(s) of the retreat(s) and deliver the report(s) electronically to the City.

Scope 2 Project Estimated Total Cost (including contingency): \$16,272.01

Fees: Based upon prospectus sent in November 2022

Phase I (scope 2) City Council Retreat: \$5090.67

1. Draft agenda (s) and discuss with City Council and Staff. 6 hours @ 225.00	\$1350.00
2. Facilitate retreat. 8 hours. @225.00	\$1800.00
Round trip travel. 4.5 hours. @225.00	\$1012.50
Estimated Mileage 214 (2 Round Trip 114 miles each) @ \$.655	
Round Trip Ferry	\$140.17
Meals (1) if over meal time	\$38.00
3. Retreat Report	\$25.00
	725.00

Phase II (scope 2) City Council and Mayor -Leadership Team Retreat: \$5090.67

1. Agenda preparation and process. 6 hour @225.00	\$1350.00
2. Facilitate retreat. 8 hours. @225.00	\$1800.00
Round trip travel. 4.5 hours. @225.00	\$1012.50
Estimated Mileage 214 (2 Round Trip 114 miles each) @ \$.655	
Round Trip Ferry	\$140.17
Meals (1) if over meal time	38.00
3. Retreat Report	\$25.00
	725.00

**Phase III (scope 2) City Council and Mayor-Leadership Team Vision Setting:
\$5090.67**

1. Agenda setting and process 6 hour @ \$225.00	\$1350.00
2. Facilitate retreat. 8 hours. @225.00	\$1800.00
Round trip travel. 4.5 hours. @225.00	\$1,012.50
Estimated Mileage 214 (2 Round Trip 114 miles each) @ \$.655	\$140.17
Round Trip Ferry	\$38.00
Meals (1) if over meal time	\$25.00
3. Retreat report	\$725.00

Contingency Estimate: \$1000.00

Note: These costs are estimates. Actual costs will reflect actual time and work required. It is common for clients to request additional services not contemplated at the start of a project. These services will be billed accordingly after a cost discussion has ensued and agreement to perform the services reached. Every effort will be made to create efficiencies to fall within or under budget. The project will be implemented in phases where there is an agreement to proceed to the next phase once a phase is completed. A contingency estimate is provided for setting contracting limits to avoid the need for contract amendments.



City Council Agenda Bill

SUBJECT:	Agenda Date: August 15, 2023	AB23-100
Motion Authorizing Letter of Understanding to the 2021-2023 Collective Bargaining Agreement with the Teamsters covering Public Works Employees	Department/Committee/Individual	
Cost Impact: N/A	Mayor Rob McFarland	
Fund Source: N/A	City Administrator – David Miller	
Timeline: Immediate	City Attorney – Kendra Rosenberg	
	City Clerk – Susie Oppedal	
	Administrative Services Director – Lisa Escobar	X
	Comm. & Economic Development – Rebecca Deming	
	Finance –	
	Public Works – Mark Rigos, P.E.	X
Attachments: Letter of Understanding		

SUMMARY STATEMENT:

The City of North Bend's Public Works Department's Maintenance Division employs 17 maintenance technicians. The Public Works Department also employs up to four seasonal workers between the months of March and October. A seasonal worker cannot work more than four consecutive months in a calendar year. Local Union No. 763, represented by the Teamsters, has requested the City execute a Letter of Understanding that the seasonal workers within the Public Works Department, who perform "seasonal field or summer work," are excluded from having to contribute to the Teamsters' union pension.

City staff recommend approval of the Letter of Understanding consistent with the Teamsters' request.

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

COMMITTEE REVIEW AND RECOMMENDATION: The Finance & Administration Committee reviewed this item at their August 8, 2023 meeting and recommended approval and placement on the Consent Agenda.

RECOMMENDED ACTION: **MOTION to approve AB23-100, authorizing the Mayor to execute a Letter of Understanding to the 2021-2023 Collective Bargaining Agreement with the Teamsters for Public Works employees related to seasonal workers and union pension contribution, in a form and content acceptable to the City Attorney.**

RECORD OF COUNCIL ACTION

Meeting Date	Action	Vote
August 15, 2023		

LETTER OF UNDERSTANDING
to the
A G R E E M E N T
by and between
CITY OF NORTH BEND, WASHINGTON
and
PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS
LOCAL UNION NO. 763
(Representing the Public Works Employees)

January 01, 2021 through December 31, 2023

RE: City of North Bend Public Works Seasonal Employees

This Letter of Understanding is by and between The City of North Bend ("The City") and the Public, Professional and Office-Clerical Employees and Drivers Local Union No. 763 ("Union") as follows:

Notwithstanding any provision to the contrary that may be contained elsewhere within this Agreement, the Employer shall pay the Teamsters Pension contribution set forth within Article 10 on behalf of all employees performing bargaining unit work; and for purposes of this Section, and consistent with the definitions in Article 1.1.1, effective May 1, 2023, the bargaining unit shall be defined as follows:

All employees hired and/or performing work within the classifications of Appendix "A" shall be included within the scope of the bargaining unit. Pension contributions shall be remitted on casual employees performing bargaining unit work. The scope of the bargaining unit shall exclude all employees of the Employer performing work historically known as "seasonal field or summer work".

Specifically excluded from the unit shall be employees working on a seasonal basis that perform "seasonal field or summer work" upon the Employer owned property regardless of the method compensated of the location of the work performed.

The scope of this Agreement shall not be expanded by the continuation of the practice of bargaining unit employees performing "field or summer work" so assigned. Provided however the terms of this Agreement shall apply whenever bargaining unit employees perform non-bargaining unit "field or summer work".

No person or third party beneficiary shall interpret this Agreement such that "field or summer work" shall be considered bargaining unit work regardless of the similarity of work, tools, supervision, or other characteristic. The Union specifically and unequivocally disclaims any work performed by seasonal field or summer work and confirms that such work is not bargaining unit work for the purpose of this section.

PUBLIC, PROFESSIONAL & OFFICE-CLERICAL
EMPLOYEES AND DRIVERS LOCAL UNION NO.
763, affiliated with the International Brotherhood of
Teamsters

By


Chad Baker
Secretary-Treasurer

Date

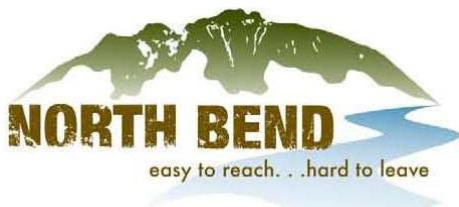
7/31/21

CITY OF NORTH BEND, WASHINGTON

By

Rob McFarland
Mayor

Date



City Council Agenda Bill

SUBJECT:	Agenda Date: August 15, 2023	AB23-101
Appointment of Kaylie Mcghee to the Parks, Recreation and Beautification Commission Youth Member Position No. 5	Department/Committee/Individual	
	Mayor Rob McFarland	X
	City Administrator – David Miller	
	City Attorney – Kendra Rosenberg	
	City Clerk – Susie Oppedal	
	Administrative Services – Lisa Escobar	
	Comm & Economic Development – Rebecca Deming	
	Finance –	
Cost Impact: N/A	Public Works – Mark Rigos	
Fund Source: N/A		
Timeline: Immediate		
Attachments: Application		
SUMMARY STATEMENT:		
In 2007 the Council passed Ordinance 1277 which amended Parks Commission membership and established a youth position as set forth below.		
Section 1. NBMC 2.24.020 (Membership), Amended: North Bend Municipal Code Section 2.24.020 (Membership) reads in part:		
<p>2.24.020 Membership.</p> <p>“One member shall be a resident of the Snoqualmie Valley School District enrollment area, shall be between the ages of 16 and 18 years at the time of appointment, and shall have full voting rights.”</p>		
On July 27, 2023 Community & Economic Development Director Rebecca Deming and Principal Planner Mike McCarty interviewed Kaylie Mcghee for the youth position for the 2023-2024 School Year.		
Mayor McFarland is recommending the appointment of Kaylie Mcghee as youth member on the Parks Commission due to her enthusiasm to serve as a volunteer in the community and her passion for recreation and the outdoors.		
APPLICABLE BRAND GUIDELINES: Commitment to invest in the City and foster community engagement and pride.		
COMMITTEE REVIEW AND RECOMMENDATION: N/A		
RECOMMENDED ACTION: MOTION to approve AB23-101, confirming the appointment of Kaylie Mcghee to Youth Member Position No. 5 on the Parks Commission, term expiring August 31, 2024.		
RECORD OF COUNCIL ACTION		
Meeting Date	Action	Vote
August 15, 2023		

City of North Bend Commission Application

Name: Kaylie Mcghee

Address: North Bend, WA 98045

Cell Phone:

Email:

How long at residence: years

Best time to contact: Anytime after 7 a.m.

Commission desired: 1st Choice: Student rep

Reason you are interested in serving: To help give input and make good decisions for community event planning.

Previous community activities: Kiwanis Fireworks Stand and the kiwanis in the winter and spring - 2 years, NW Railroad - 3 years, Girl Scouts -9 years

Applicable education, occupational, and specialized experience: I am a student at Two Rivers Big Picture High School, I work with the public at the NW Railway, I assist with year-round Kiwanis activities, help at my family's store, take event photos,

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

1) Can you foresee possible conflicts of interest with any of your current employment or civic positions?
No; I have served on ASB at school, so am familiar with making good budget decisions

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

Are there days or evenings you would be unavailable to meet? I am a student. I am more available in the later afternoons and evenings. I am available any time on the weekends.

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

Please return completed form and resume to:

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





City Council Agenda Bill

SUBJECT:	Agenda Date: August 15, 2023	AB23-102	
Motion Authorizing Purchase of IT Network Equipment	Department/Committee/Individual		
	Mayor Rob McFarland		
	City Administrator – David Miller		
	City Attorney – Kendra Rosenberg		
	City Clerk – Susie Oppedal		
	Administrative Services – Lisa Escobar		
	Comm. & Economic Development – Rebecca Deming	X	
Cost Impact: \$43,000 (Not to exceed)	Finance – Heather Pollock		
Fund Source: N/A	Public Works – Mark Rigos		
Timeline: General Fund	Information Technology – Phil Davenport	X	
Attachments: Quote			
SUMMARY STATEMENT:			
The City's network servers are almost six (6) years old, a year beyond their supportability and designed lifespan. The hardware, software, and virtual machines the City is using will no longer be able to receive regular security updates/patches due to compatibility issues with the software and hardware, putting the City's infrastructure and security at risk. These servers have served the City well but are rapidly approaching their end of life cycle. Should the City choose to not lifecycle these critical pieces of infrastructure, the risk of work stoppage across most departments will steadily increase from day to day.			
This agenda bill proposes the purchase of three (3) servers to replace the existing three (3) servers: two (2) HPE DL360 dual CPU units and one (1) HPE DL360 single CPU units. These servers support day-to-day operations of the City as well as provide the necessary back-ups and information retention as needed. HP Enterprise backs these servers with five (5) years of service, meaning the City will not need to purchase a new lifecycle of equipment for another five (5) years. The equipment will be purchased from TechPower Solutions, Inc. thru a State of Washington purchasing agreement.			
Services that are supported by our current server infrastructure include but are not limited to Permitting, Finance and Accounting, domain control, City Hall building infrastructure such as the cameras/card key access/various web services, employee intranet access, meeting space AV components, the telephone system, printing services, and other miscellaneous services.			
With the configuration needed, the quoted price for the servers and associated components is \$42,035.85, which comes to an annual average cost of \$8,407.17 over five (5) years. This purchase is an important capital expense that will help ensure the productivity of the City staff and allow them to adequately assist the public with their needs.			
APPLICABLE BRAND GUIDELINES: Economic viability/balanced budget			
COMMITTEE REVIEW AND RECOMMENDATION: The Finance & Administration Committee reviewed this item at their August 8, 2023 meeting and recommended approval on the Main Agenda.			
RECOMMENDED ACTION: MOTION to approve AB23-102, authorizing the purchase of IT network equipment that serves City Hall, Public Works, WWTP, and the various employees of the City, in an amount not to exceed \$43,000.			
RECORD OF COUNCIL ACTION			
Meeting Date	Action	Vote	
August 15, 2023			

Council Packet August 15, 2023



Public Sector Pricing Proposal

Customer:

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

Date:	6/26/2023
Exp Date:	6/30/2023
Payment Terms:	Net30
Prepared By:	Maryanne Caras

Project Name

HPE DL360 Servers - 4TB SAS SSDs

*Purchase Order Payee: TechPower Solutions, Inc.
*Contract: HP NASPO ValuePoint Master Agreement number (MNNVP-134)
*Participating Addendum: State of Washington - 05815-014



2015-2023
Computer
Equipment,
Peripherals &
Related Devices

Line #	Part #	Description	Qty	Unit Price	Ext Price
1		Washington NASPO ValuePoint MA# MNNVP-134/ PA# 05815-014			
2		HPE DL360 dual CPU configured as follows:	2	\$14,418.00	\$28,836.00
3	P51930-B21	HPE ProLiant DL360 Gen11 Intel Xeon-S 4410Y 12-Core (2.00GHz 33MB) - 32GB (1x 32GB) PC5-4800B RDIMM - 8 x Hot Plug 2.5in SFF - x1 Tri-Mode Basic Carrier MR408i-o - BCM5719 Ethernet 1Gb 4-port BASE-T - No Optical - 1x800W Power Supply	2		
4	P49610-B21	INT Xeon-S 4410Y CPU for HPE	2		
5	P43328-B21	HPE 32GB 2Rx8 PC5-4800B-R Smart Kit	2		
6	P40512-B21	HPE 3.84TB SAS 12G Mixed Use SFF BC Value SAS Multi Vendor SSD	5		
7	P38995-B21	HPE 800W Flex Slot Plat. Hot Plug LH Power Supply Kit	2		
8	P48904-B21	HPE DL3X0 Gen11 1U Stnd Heat Sink Kit	2		
9	E6U64ABE	HP ILO Adv incl 3yr TS U E-LTU	2		
10	H93D4E	HPE 5Y TC Bas DL360 Gen11 HW SVC	2		
11		HPE DL360 single CPU configured as follows:	1	\$9,729.00	\$9,729.00
12	P51930-B21	HPE ProLiant DL360 Gen11 Intel Xeon-S 4410Y 12-Core (2.00GHz 33MB) - 32GB (1x 32GB) PC5-4800B RDIMM - 8 x Hot Plug 2.5in SFF - x1 Tri-Mode Basic Carrier MR408i-o - BCM5719 Ethernet 1Gb 4-port BASE-T - No Optical - 1x800W Power Supply	1		
13	P43328-B21	HPE 32GB 2Rx8 PC5-4800B-R Smart Kit	1		
14	P40512-B21	HPE 3.84TB SAS 12G Mixed Use SFF BC Value SAS Multi Vendor SSD	1		
15	P38995-B21	HPE 800W Flex Slot Plat. Hot Plug LH Power Supply Kit	1		
16	E6U64ABE	HP ILO Adv incl 3yr TS U E-LTU	1		
17	H93D4E	HPE 5Y TC Bas DL360 Gen11 HW SVC	1		

Subtotal:	\$38,565.00
Est. Freight:	None*
Tax:	\$3,470.85
Total:	\$42,035.85

Servicing Subcontractor (WA - Washington NASPO ValuePoint MA# MNNVP-134/ PA# 05815-014):

Payee: TechPower Solutions Inc.
14656 NE 95th Street
Redmond, WA 98052
Fax: 206-458-6033

Approved (signature):_____

Approver (spell name):_____ Date:_____ 2023

If you have any questions about this price quote, please contact:

Maryanne Caras, (425) 979-3238, mcaras@techpowerusa.com

Thank You For Your Business!



City Council Agenda Bill

SUBJECT:	Agenda Date: August 15, 2023	AB23-103
Motion Authorizing Third Amendment to the Interlocal Agreement (ILA) with the Washington Department of Natural Resources Concerning the Dahlgren Family Park	Department/Committee/Individual Mayor Rob McFarland City Administrator – David Miller City Attorney – Kendra Rosenberg City Clerk – Susie Oppedal Administrative Services – Lisa Escobar Comm & Econ Development – Rebecca Deming Finance – Public Works – Mark Rigos, P.E. Mike McCarty – CED Principal Planner	X
Cost Impact: Transfer of up to a total of an additional \$282,558 of Park Impact Fees (inclusive of applicable sales tax) to the DNR for construction of the Dahlgren Family Park		
Fund Source: Park Impact Fees		
Timeline: Immediate		
Attachments: ILA Third Amendment		
SUMMARY STATEMENT:		
The City and Washington State Department of Natural Resources (DNR) entered into an Interlocal Agreement (ILA) by which DNR agreed to construct the Dahlgren Family Park for the City, and the City agreed to provide the DNR with the park impact fees collected from the adjacent Dahlgren Multifamily Project. This ILA enabled DNR to utilize the value of the construction of the Dahlgren Family Park as grant match toward a Washington Wildlife and Recreation Program grant that funded broader park improvements by King County and DNR to the adjacent Tanner Landing Park and other water access site improvements along the Middle Fork Snoqualmie River. Under the ILA, DNR is to construct the Dahlgren Family Park utilizing plans that had been prepared by the developer, and a construction estimate was provided in the ILA for the cost to construct the Dahlgren Family Park.		
The City and DNR entered into a First Amendment to the ILA on or about April 19, 2022, to provide up to an additional \$85,030 to DNR to cover additional costs for electrical service and connection to the restroom building, restroom furnishings, conduit for future electrical connection to the picnic shelter desired by the City, which were not included in the original bid estimate, as well as additional costs for engineering and design to complete the construction plans.		
As bids came in higher than anticipated, due largely to inflation that has occurred since the cost estimate for the project was originally prepared in 2020, the City and DNR entered into a Second Amendment to the ILA on or about June 20, 2023. The Second Amendment provided DNR with an additional \$161,000 of funding to cover project costs as determined by the lowest bidder, HEC, and DNR also contributed an additional \$100,000 from grant funds for the project.		
After entry into the ILA's Second Amendment and during the course of bid acceptance with HEC, DNR found that HEC was unable to secure a construction performance bond to cover the project as required per state contracting laws, and therefore DNR was unable to enter into a contract with HEC. The next lowest bidder, Fury Site Works, provided a bid estimate of \$1,069,228 not including sales tax (or \$1,165,458 including sales tax), which results in a project funding shortfall of the \$282,558 including applicable sales tax requested through this Motion.		
The needed funds would come from Park Impact Fee revenue collected from residential development, which is eligible for use for this purpose.		

City Council Agenda Bill

To enable DNR to complete the full construction of the Dahlgren Family Park for the City as contemplated by the project plans, a third amendment to the ILA is proposed authorizing reimbursement to the DNR of up to the total revised estimated cost of \$1,591,068 including applicable sales tax. As the cost is on a reimbursement basis for actual costs incurred, the actual cost may be less than, but not more than, this amount.

Staff recommend approval of the Third Amendment to the ILA.

APPLICABLE BRAND GUIDELINES: Consistent delivery of quality basic services, Commitment to invest in the City and foster community engagement and pride, and variety of recreation opportunities.

COMMITTEE REVIEW AND RECOMMENDATION: The Transportation and Public Works (TPW) Committee reviewed this item on July 26, 2023, including options for funding various elements, up to the full contract amount for Fury Site Works to perform the full scope as proposed consistent with the project plans. The TPW Committee recommended approval of providing DNR with the additional shortfall to fund the full contract amount, and placement of the item on the Main Agenda for Council consideration.

RECOMMENDED ACTION: **MOTION to approve AB23-103, authorizing the Mayor to execute a Third Amendment to the ILA between the City of North Bend and Washington State Department of Natural Resources for the implementation and management of the RCO WWRP Grant for Improvements along the Middle Fork of the Snoqualmie River, DNR Agreement Number 93-100446.**

RECORD OF COUNCIL ACTION

<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
August 15, 2023		

**THIRD AMENDMENT TO THE
INTERLOCAL AGREEMENT BETWEEN THE CITY OF NORTH BEND AND
WASHINGTON STATE DEPARTMENT OF NATURAL RESOURCES FOR THE
IMPLEMENTATION AND MANAGEMENT OF THE RCO WWRP GRANT FOR
IMPROVEMENTS ALONG THE MIDDLE FORK OF THE SNOQUALMIE RIVER
DNR AGREEMENT NUMBER: 93-100446**

THIS THIRD AMENDMENT to the Interlocal Agreement Between the City of North Bend and Washington State Department of Natural Resources for the Implementation and Management of The RCO WWRP Grant for Improvements Along the Middle Fork of the Snoqualmie River DNR Agreement Number: 93-100446 (“Third Amendment”) is entered into by and between the **City of North Bend**, Washington (“North Bend” or “City”) and **Washington State Department of Natural Resources** (“DNR”), known collectively hereinafter as the “Parties.”

RECITALS

WHEREAS, on August 3, 2020, the City and DNR executed an Interlocal Agreement (“ILA”) under which DNR agrees to construct the Dahlgren Family Park for the City (hereafter “Park Project”), and the City agrees to provide DNR with the park impact fees collected from the adjacent Dahlgren Multifamily Project (“Park Impact Fees”); and

WHEREAS, the ILA requires the City to pay DNR a total of not more than nine hundred sixty-two thousand four hundred eighty dollars (\$962,480) from the Park Impact Fees associated with the Dahlgren Multifamily Project (the “Original Estimate”); and

WHEREAS, the Parties entered into a First Amendment to the ILA on April 19, 2022 (the “First Amendment”), which provided that the City pay an additional \$85,030 to DNR from Park Impact Fees to cover electrical service to the restroom building, additional restroom furnishings, and conduit to the picnic shelter which the City desired, as well as additional engineering and design costs necessary to complete project plans; and

WHEREAS, after DNR received bids for Park Project, the Parties entered into a Second Amendment to the ILA on June 20, 2023 (the “Second Amendment”) which provided that the City pay an additional \$161,000 to DNR from Park Impact Fees after DNR received bids for the Park Project, and based on the lowest bid received from HEC, anticipated a shortfall of \$161,000 to cover the cost of the construction of the project, with an additional remaining \$100,000 shortfall funded by DNR; and

WHEREAS, subsequent to the Parties’ entry into the Second Amendment and during the course of bid acceptance with HEC, DNR found that HEC was unable to secure a construction performance bond to cover the Park Project as required by state contracting laws, and DNR was therefore unable to accept the bid and enter into a contract with HEC; and

WHEREAS, the next lowest bid came from Fury Site Works (“Fury”), in the amount of \$1,069,228 (not including sales tax), or \$1,165,458 including sales tax; acceptance of the Fury bid

requires an additional \$282,558, including applicable sales tax, to complete the Park Project consistent with the bid and construction plans; and

WHEREAS, DNR is requesting that the City pay the additional \$282,558 necessary for construction of the Park Project, which the City has available for such purpose from collected Park Impact Fees; and

WHEREAS, the addition of \$282,558 to the Original Estimate and First and Second Amendments will increase the total amount reimbursable by the City to DNR to one million five hundred ninety-one thousand sixty-eight dollars (\$1,591,068).

NOW, THEREFORE, in consideration of the terms and provisions herein, it is agreed by and between the City and DNR as follows:

1. Amendment. Section 2 of the August 3, 2020, ILA between the City and DNR numbered DNR Agreement No. 93-100446 is hereby amended to read as follows:

2. Payment. The City will pay DNR a total of not more than one million five hundred ninety-one thousand sixty-eight dollars (\$1,591,068) including applicable sales tax, from the Park Impact Fees associated with the Dahlgren Multifamily Project and other residential development. DNR will use the funds to construct Dahlgren Family Park as described in this Agreement and for no other purpose.

All other provisions of the original ILA executed on August 3, 2020, shall remain in full force and effect.

In witness thereof, the Parties have executed this Third Amendment on this _____ day of _____ 2023.

**WASHINGTON STATE DEPARTMENT OF
NATURAL RESOURCES**

Don Melton
Acting SPS Region Manager
950 Farman Avenue N
Enumclaw, WA 98022

Dated: _____

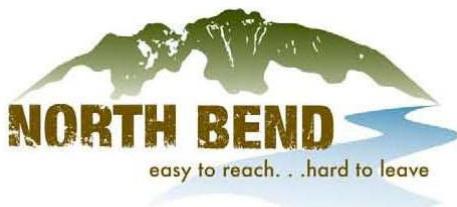
CITY OF NORTH BEND

Rob McFarland
Mayor
920 SE Cedar Falls Way
North Bend, WA 98045

Dated: _____

APPROVED AS TO FORM:

Kendra Rosenberg, City Attorney



City Council Agenda Bill

SUBJECT:	Agenda Date: August 15, 2023	AB23-104
Motion Authorizing Contract with PH Consulting for the 2024 Sidewalk Gaps Project	Department/Committee/Individual	
	Mayor Rob McFarland	
	City Administrator – David Miller	
	City Attorney – Kendra Rosenberg	
	City Clerk – Susie Oppedal	
	Administrative Services – Lisa Escobar	
	Comm & Economic Development – Rebecca Deming	
	Finance – Vacant	
Cost Impact: \$257,723.45 NTE	Public Works – Mark Rigos, P.E.	X
Fund Source: Capital Streets Project		
Timeline: Immediate		

Attachments: Scope of Work and Fee

SUMMARY STATEMENT:

During the past several years, the City Council has allocated an increased budget to remove some of the more hazardous sidewalk gaps throughout the City to improve public safety, increase pedestrian connectivity, and enhance quality of life for residents. Below is a list of 4 projects currently on the 6-year Transportation Improvement Plan (TIP) which City staff believe are highest priority based on previous meetings with the City's Transportation and Public Works (TPW) Committee and discussions during the two most recent 6-year TIP adoptions. Pages 14-17 of the attached work scope and fee show maps of these four project locations.

1. Project T-032: Orchard Street South Sidewalk between Meadow Dr. and Riverside Dr.
2. Project T-053: Cedar Falls Way South Side Sidewalk between Mt Teneriffe Dr. and Mt View Blvd.
3. Project T-047: North Bend Way Re-channelization between Snoqualmie Valley Trail and Tanner Road
4. Project T-057: SE 140th Street Sidewalk from North Bend Way to Tanner Falls Subdivision Frontage

Attached is the work scope and fee from PH Consulting for engineering design services for the separate projects shown above. The PH contract is in the amount of \$257,723.45. City staff feel this is a fair project fee based on the size and number the projects. Construction of these projects is estimated to cost \$1.7 million dollars and design costs are typically about 15 to 18 percent of construction costs for transportation projects and this fee is at 15.1%.

PH services include project management, survey and base mapping, geotechnical services, 30, 90, and Final PS&E submittals and a small management reserve for any unforeseen tasks that may be necessary. These four projects are listed in the City's 2024-2029 6-Year TIP, which was adopted by the City Council in June 2023. In addition to the sidewalk work there is also some sanitary sewer work that has been added to project T-032 (Orchard Street South Side Sidewalk between Meadow Dr. and Riverside Dr). This work will add approximately 100 linear feet of sewer main and a manhole into the cul-de-sac between Meadow Dr. and Riverside Dr. along with side sewers to the property lines.

City staff have selected PH Consulting to perform this work based on performance on similar projects in the past and staff recommends approval of this contract.

City Council Agenda Bill

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

COMMITTEE REVIEW AND RECOMMENDATION: This item was discussed at the July 25, 2023 Transportation and Public Works Committee meeting and was recommended for approval and placement on the Main Agenda for discussion.

RECOMMENDED ACTION: **MOTION to approve AB23-104, authorizing a contract with PH Consulting for the 2024 Sidewalk Gaps Project, in a form and content approved by the City Attorney, in an amount not to exceed \$257,723.45.**

RECORD OF COUNCIL ACTION

<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
August 15, 2023		

SCOPE OF WORK

Project Name: 2024 Sidewalk Gaps Project
Client: City of North Bend
Date: August 8, 2023

Introduction

PH Consulting ("PH") will provide professional engineering services for the design of sidewalk gaps, utility coordination, sewer system extension, water system modifications, storm collection modifications, and safety improvements at four different project locations, including:

1. **Orchard Street South Side Sidewalk (between Meadow Drive and Riverside Drive): City TIP Project #T-032**
2. **Cedar Falls Way South Side Sidewalk (between Mt Teneriffe Dr and Mountain View Blvd): City TIP Project #T-053**
3. **North Bend Way Re-channelization (between Snoqualmie Valley Trail and Tanner Road): City TIP Project #T-047**
4. **SE 140th St Sidewalk (between North Bend Way and Tanner Falls Development Frontage): City TIP Project #T-057**

The PH team's design phase will include topographic survey and base mapping, coordination with the City, and preparation of plans, specifications, and estimates ("PS&E"). Supplemental services, including bidding and construction support may be added after the design phase is complete.

Fees provided for the Survey and Design Tasks are broken out based on project locations 1 – 4 above.

Task Summary

Task 001	Project Management
Task 002	Survey & Base Mapping
Task 003	Geotechnical Services
Task 004	30% Preliminary Design
Task 005	90% Design
Task 006	Final Design
Task 007	Management Reserve
	Expenses

Project Site Descriptions

The four different locations, along with descriptions and understanding of the scope of work at each site, are as follows:

1. **Orchard Street South Side Sidewalk (between Meadow Drive and Riverside Drive): City TIP Project #T-032:** Addition of ~800LF of new sidewalk and shoulder parking along the south side of Orchard Drive between Meadow Drive and Riverside Drive (on opposite side of street from Si View Metro Parks District headquarters), including:
 - Replace ramp at SW corner of Meadow Drive and work east.
 - Relocate and/or raise the fire hydrant(s) as necessary for sidewalk construction.
 - Relocate power poles as necessary for sidewalk construction.
 - Overlay throughout as necessary, exact limits TBD after 30% design. Geotech to provide recommendations.
 - Two streetlights to be provided along the west end of project (location TBD) with joint utility trench; PSE to provide design.
 - Parallel street parking to be provided where possible between Meadow Drive and Riverside Drive.
 - No parking will be provided along the curve.
 - Tree and shrub trimming within ROW to be completed as needed.
 - Driveway drainage to be analyzed and collected if possible.
 - Ramps to be added at Riverside Drive, with sidewalks wrapping around, then asphalt transitions.
 - At the east end, an asphalt ramp will be provided then a crosswalk perpendicular to the existing crosswalk.
 - Extension of approximately 100 linear feet of sanitary sewer mainline at cul-de-sac with new manhole and five new residential side sewers. Sewer extension improvements will require pavement reconstruction, subgrade improvements, drainage improvements, and landscape restoration.
2. **Cedar Falls Way South Side Sidewalk (between Mt Teneriffe Dr and Mountain View Blvd): City TIP Project #T-053:** Addition of ~550 LF of sidewalk (or a paved trail) to complete the gap along the south side of Cedar Falls Way between Mt Teneriffe Dr and Mountain View Blvd, including:
 - Project start will be SE corner of Mountain View Blvd, east to end of existing improvements.
 - Existing ramp on SW corner at Mountain View Blvd to remain.
 - Re-stripe south side of Cedar Falls Way to match channelization to the east.
 - Curb, gutter, planter strip, and sidewalk to generally match section to the east.
 - Planter strip to be a bioswale, connecting to existing storm drainage system.
 - Design to include transitions behind sidewalk to private property and address drainage.
 - Street lighting to be provided, with poles to match streetlights to the east.
 - Joint utility trench to be provided: PSE to design.
3. **North Bend Way Re-channelization (between Snoqualmie Valley Trail and Tanner Road): City TIP Project #T-047:** Re-channelization of ~700 LF on North Bend Way between Snoqualmie Valley Trail and Tanner Road to create a pedestrian walkway on north side of road by shifting travel lanes to the south, including:
 - Design to move or remove split rail fence on the south side of North Bend Way.

- Possibly on the north side too.
- Existing guardrail to remain on north side; improvements to all be street side of guardrail.
- 10' wide shared use trail desired.
- Separation from road to trail can be by jersey barrier type device (decorated/stamped preferred).
- RRFB on south side may need to be relocated.
- Striping tapers along North Bend Way to accommodate roadway shift.
- Pavement addition on north or south side to be added as necessary.
- No street lighting to be added.
- City to complete Shoreline and/or SEPA permitting, if required.

4. **SE 140th St Sidewalk (between North Bend Way and Tanner Falls Development Frontage): City TIP Project #T-057:** Addition of ~400 feet of sidewalk along the north side of SE 140th Street from North Bend Way to the Tanner Falls Development frontage, including:

- Project to start at end of existing improvements on 140th and end at North Bend Way.
- Existing curbing to be removed.
- Curb and gutter to be provided, no planter strip.
- No street lighting to be added.
- Signage to be improved/relocated as needed.
- At North Bend Way, a curb return will be provided to the west, with asphalt ramp to existing pavement.
- A curb ramp will be provided to the east; no improvements will be added on the east side of the intersection.
- Drainage to be collected and conveyed to existing ditch along north side of North Bend Way west of the intersection.

Preliminary Project Schedule

Our Team shall begin work immediately upon receipt of Notice to Proceed and progress according to the attached Project Schedule. Key dates include:

Notice to Proceed ("NTP")	August 2023
Survey	September 2023
30% Preliminary Design Submittal	October 2023
Project Walk-Through	October 2023
90% Design Submittal	December 2023
Final Design Submittal	February 2024
Bidding & Award	February/March 2024

A detailed project schedule will be provided after Notice-to-Proceed.

Scope of Work

PH's scope of work for the project is outlined as follows.

Task 001 Project Management

This task is for general project coordination, project monitoring, reporting, monthly invoicing, and meetings on the project, including plan review/discussion meetings, in-house quality assurance. This task also includes coordination with and management of subconsultants.

ASSUMPTIONS & EXCLUSIONS

- Community Outreach/Engagement is not anticipated for this project and is excluded from the scope.

Task 002 Survey & Base Mapping

This task will be exclusively for SAM (formerly Axis Survey and Mapping) and any PH coordination time is included in Task 001 above. SAM's scope is included as Exhibit C attached to this proposal.

Task 003 Geotechnical Services

This task will be exclusively for Associated Earth Sciences, Inc (AESI) and any PH coordination time is included in Task 001 above. AESI's scope is included as Exhibit D attached to this proposal.

Task 004 30% Preliminary Design

Following the Kick-off meeting, the Consultant shall provide a 30% Preliminary Design to include a layout of all project elements included in the plan set. The 30% Preliminary Design submittal will also include a 30% cost estimate.

ASSUMPTIONS & EXCLUSIONS

- The 30% Preliminary plans will include a cover sheet, general notes and legend, a Temporary Erosion & Sediment Control (TESC) plan sheet with City standard notes and details, plan sheets for the proposed improvements at all four project locations, sanitary sewer plan improvement sheet(s), and City standard details as necessary.
- The 30% Preliminary package will include sidewalk locations, channelization, and other elements of the work specifically required for the intersection improvements.
- Plans will be prepared using City of North Bend AutoCAD Civil 3D standards.
- The City will compile all city comments into one redline plan set and/or one comprehensive comment excel spreadsheet list and provide to PH for review.

DELIVERABLES

- The 30% Preliminary plans will be provided electronically as PDFs.
- The 30% Preliminary estimate will be provided electronically as PDF and in MS Excel.

Task 005 90% Design

After City review of the 30% Preliminary Design, the City and the PH team will meet to discuss the City's review comments, and PH will then proceed with towards 90% Design. The 90% design will include complete design, contract bid documents, specifications, and estimates, with relevant design details incorporated into the plans and specifications.

ASSUMPTIONS & EXCLUSIONS

- Prior to the 90% Design stage, the City will provide the most current version of the front-end contract documents in Word format to PH.
- Specifications will be prepared per WSDOT 2022 Specifications Manual with relevant WSDOT, APWA, Local, and project specific GSP's incorporated as needed.
- The City will compile all city comments into one redline plan set and/or one comprehensive comment excel spreadsheet list and provide to PH for review at each design stage.

DELIVERABLES

- 90% Design plans will be provided electronically as PDFs.
- 90% Design specifications will be provided electronically as PDF and in MS Word.
- 90% Design estimates will be provided electronically as PDF and in MS Excel.

Task 006 Final Design

After City review of the 90% Design, the City and the PH team will meet to discuss the City's review comments, and PH will then proceed with towards Final Design. The Final Design package submittal will include complete, bid-ready contract documents, and it is anticipated that the City will provide minor review comments at this stage.

DELIVERABLES

- Final Design plans will be provided electronically as PDFs.
- Final Design specifications will be provided electronically as PDF and in MS Word.
- Final Design estimates will be provided electronically as PDF and in MS Excel.

Task 007 Management Reserve

This task provides for unanticipated services deemed to be necessary during the Project that are not specifically identified in the scope of work tasks defined above. Funds in this task are not to be used unless explicitly authorized by the City. Fee estimate is based on ±5% of authorized Tasks.

Expenses

This task provides for reimbursement associated with mileage, meetings, plots, and site visits throughout the course of the project.

General Assumptions and Notes

- Scope and fees outlined above are based on the following:
 - a. Emails and exhibits from the City in May/June 2023.
 - b. Site visit with the City in May 2023.
 - c. Sewer information provided by City in July 2023.
- The following items are not included in this this scope of work:
 - a. Environmental permitting.
 - b. Structural engineering plans.
 - c. ROW services.

- d. Storm drainage detention, water quality, or conveyance design or analysis.
- e. Water line/service design (except for fire hydrant relocation).
- f. Sewer line/service design (except for extension/services at Orchard St cul-de-sac).
- The City will provide available information, including City utility as-builts and GIS information, capital project design plans, and adjacent development project as-builts.
- PH will not pay any agency or easement fees on behalf of the City.
- Fees incurred due to reimbursable expenses such as large format copies (larger than legal size), mileage, and plots will be billed the **Expenses** task.
- Time and expense items are based on our Team's current hourly rates.
- PH reserves the right to move funds between approved Tasks as necessary based on approved scope of work provided the overall budget of Tasks is not exceeded. The City's Project Manager will be notified if funds are shifted.
- If Client requests Team's assistance in complying with any public records request, including without limitation providing copies of documents and communications, Client will pay Team's hourly fees and costs incurred in providing such assistance at then-current rates. Such fees and costs will be billed as a separate task.

CONSULTANT FEES Council Packet August 15, 2023
City of North Bend's 2024 Sidewalk Gaps Project

PH Consulting Staff Category	Hours	Rate	Cost
Principal	48	\$ 210.00	\$ 10,080.00
Senior Project Manager	254	\$ 205.00	\$ 52,070.00
Senior Traffic Engineer	40	\$ 185.00	\$ 7,400.00
Project Engineer	414	\$ 175.00	\$ 72,450.00
CAD Designer II	306	\$ 135.00	\$ 41,310.00
Office Administrator	14	\$ 110.00	\$ 1,540.00
Total Hours	1076		\$ 184,850.00

Direct Fees **\$ 184,850.00**

Subconsultants

SAM (Survey & Base Mapping)	\$ 49,170.00
AESI Geotechnical	\$ 11,082.50
Sub-Total Subconsultants (Including 10% Mark-up)	\$ 60,252.50

Management Reserve (~5% of Direct Fees & Subconsultants) **\$ 12,300.00**

Subtotal \$ 257,402.50

Direct Expenses	Unit	Cost	Total
Reproduction Costs			
Full Sized Copies (Bond)	1	\$ -	\$ -
Reprographics	1	\$ -	\$ -
Utility Locator	1	\$ -	\$ -
Title Reports	1	\$ -	\$ -
2023 Mileage Rates	490	\$ 0.66	\$ 320.95
Sub-Total Direct Expenses			\$ 320.95

Total Fee **\$ 257,723.45**

CONSULTANT FEES Council Packet August 15, 2023
City of North Bend's 2024 Sidewalk Gaps Project

Task No.	Task Description	Principal	Senior Project Manager	Senior Traffic Engineer	Project Engineer	CAD Designer II	Office Administrator	Total Hours	Subtotals	Totals
	Hourly Rate	\$ 210.00	\$ 205.00	\$ 185.00	\$ 175.00	\$ 135.00	\$ 110.00			
001 PROJECT MANAGEMENT										
	Project Coordination	8	44		16		4	72		\$ 13,940.00
	Project Monitoring & Invoicing		4				8	12		\$ 1,700.00
	Project Team Meetings	8		8				16		\$ 3,040.00
	Project Walk-Through after 30% Design	6		6				12		\$ 2,280.00
	Subconsultant Management	8		2			2	12		\$ 2,210.00
	Task 001 Total Hours	8	70	0	32	0	14	124		
	Subtotal Task 001	\$ 1,680.00	\$ 14,350.00	\$ -	\$ 5,600.00	\$ -	\$ 1,540.00		\$ 23,170.00	\$ 23,170.00
002 SURVEY & BASE MAPPING (SAM)										
	Task 2.1 - Orchard Street									\$ 17,105.00
	Task 2.2 - Cedar Falls Way									\$ 10,835.00
	Task 2.3 - North Bend Way									\$ 14,410.00
	Task 2.4 - SE 140th St									\$ 6,820.00
	Note: Each Task includes 10% Markup									
	Task 002 Total Hours	0	0	0	0	0	0	0		
	Subtotal Task 002	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 49,170.00
003 GEOTECHNICAL SERVICES (AESI)										
	Task 3.1 - Orchard Street									\$ 5,582.50
	Task 3.2 - Cedar Falls Way									\$ -
	Task 3.3 - North Bend Way									\$ -
	Task 3.4 - SE 140th St									\$ -
	Geotechnical Reserve (if needed)									\$ 5,500.00
	Note: Each Task includes 10% Markup									
	Task 003 Total Hours	0	0	0	0	0	0	0		
	Subtotal Task 003	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 11,082.50
004 30% PRELIMINARY DESIGN										
4.1	Orchard Street									\$ 21,240.00
	Plans	4	24		40	48		116	\$ 19,240.00	
	Estimate		2		6	4		12	\$ 2,000.00	
4.2	Cedar Falls Way									\$ 15,000.00
	Plans	2	16		32	32		82	\$ 13,620.00	
	Estimate		2		4	2		8	\$ 1,380.00	
4.3	North Bend Way									\$ 15,100.00
	Plans	8	8	16	24	24		80	\$ 13,720.00	
	Estimate		2		4	2		8	\$ 1,380.00	
4.4	SE 140th St									\$ 11,990.00
	Plans	2	10		28	24		64	\$ 10,610.00	
	Estimate		2		4	2		8	\$ 1,380.00	
	Task 004 Total Hours	16	66	16	142	138	0	378		
	Subtotal Task 004	\$ 3,360.00	\$ 13,530.00	\$ 2,960.00	\$ 24,850.00	\$ 18,630.00	\$ -		\$ 63,330.00	\$ 63,330.00
005 90% DESIGN										
5.1	Orchard Street									\$ 20,325.00
	Plans	4	16		36	40		96	\$ 15,820.00	
	Specifications		6		12			18	\$ 3,330.00	
	Estimate		1		4	2		7	\$ 1,175.00	
5.2	Cedar Falls Way									\$ 13,365.00
	Plans	2	12		24	24		62	\$ 10,320.00	
	Specifications		4		8			12	\$ 2,220.00	
	Estimate		1		2	2		5	\$ 825.00	
5.3	North Bend Way									\$ 14,405.00
	Plans	6	8	16	16	20		66	\$ 11,360.00	
	Specifications		4		8			12	\$ 2,220.00	
	Estimate		1		2	2		5	\$ 825.00	
5.4	SE 140th St									\$ 12,825.00
	Plans	2	12		24	20		58	\$ 9,780.00	
	Specifications		4		8			12	\$ 2,220.00	
	Estimate		1		2	2		5	\$ 825.00	
	Task 005 Total Hours	14	70	16	146	112	0	358		
	Subtotal Task 005	\$ 2,940.00	\$ 14,350.00	\$ 2,960.00	\$ 25,550.00	\$ 15,120.00	\$ -		\$ 60,920.00	\$ 60,920.00

COUNSELOR FEE Council Packet August 15, 2023
City of North Bend's 2024 Sidewalk Gaps Project

Task No.	Task Description	Principal	Senior Project Manager	Senior Traffic Engineer	Project Engineer	CAD Designer II	Office Administrator	Total Hours	Subtotals	Totals
	Hourly Rate	\$ 210.00	\$ 205.00	\$ 185.00	\$ 175.00	\$ 135.00	\$ 110.00			
006 FINAL DESIGN										
6.1	Orchard Street									\$ 11,040.00
	Plans	2	10		20	16		48	\$ 8,130.00	
	Specifications		4		8			12	\$ 2,220.00	
	Estimate		1		2	1		4	\$ 690.00	
6.2	Cedar Falls Way									\$ 8,630.00
	Plans	2	8		16	12		38	\$ 6,480.00	
	Specifications		2		6			8	\$ 1,460.00	
	Estimate		1		2	1		4	\$ 690.00	
6.3	North Bend Way									\$ 9,830.00
	Plans	4	8	8	12	12		44	\$ 7,680.00	
	Specifications		2		6			8	\$ 1,460.00	
	Estimate		1		2	1		4	\$ 690.00	
6.4	SE 140th St									\$ 7,930.00
	Plans	2	8		12	12		34	\$ 5,780.00	
	Specifications		2		6			8	\$ 1,460.00	
	Estimate		1		2	1		4	\$ 690.00	
	Task 006 Total Hours	10	48	8	94	56	0	216		
	Subtotal Task 006	\$ 2,100.00	\$ 9,840.00	\$ 1,480.00	\$ 16,450.00	\$ 7,560.00	\$ -		\$ 37,430.00	\$ 37,430.00
007 MANAGEMENT RESERVE										
	5% of Tasks 1-6									\$ 12,300.00
	Task 007 Total Hours									
	Subtotal Task 007									\$ 12,300.00
	PH TOTAL HOURS	48	254	40	414	306	14	1076		
	TOTAL ALL TASKS	\$ 10,080.00	\$ 52,070.00	\$ 7,400.00	\$ 72,450.00	\$ 41,310.00	\$ 1,540.00		\$ 184,850.00	\$ 257,402.50

SAM – North Bend 2024 Sidewalk Gaps Project

PROJECT DESCRIPTION

The Project area generally includes Water System improvements at the following sites:

- **Task 2.1** – SE Orchard Dr from the crosswalk directly west of the intersection with Meadow Dr SE, east to the crosswalk at the intersection with the extension of SE 5th St
- **Task 2.2** – SE Cedar Falls Way from the intersection with Mt Teneriffe Dr SE, northwest to the intersection with Mountain View Blvd SE.
- **Task 2.3** – SE North Bend Way from the junction with the Snoqualmie Valley Trail, southeast to 150' past the intersection with SE Tanner Rd.
- **Task 2.4** – SE 140th St from the intersection with SE North Bend Way to the end of the newly constructed sidewalk along the north side of SE 140th St.

****Mapping Limits Shown Below****

Task 2.1 – SURVEY & BASE MAPPING Fixed Fee: \$15,550

Under this task, Surveying and Mapping (SAM) prepare base mapping for the area specified in the Project Description above. An AutoCAD drawing will be prepared at a scale of 1" = 20', or as required by the design engineer or the City before drafting commences. Existing Aerial and/or LIDAR mapping sources may be utilized either directly or as a basis for verification. This task includes:

- Control survey in NAD 83/11 Horizontal Datum, with all elevations derived from and checked to NAVD '88 Vertical Datum.
- Retrieve, interpret, and include existing as-builts as available from local agencies and surveyors.
- Establish right-of-ways and roadway centerlines within above-described area as available from recorded plats and public records further compared to the King County Parcel GIS lines.
- Interpret and delineate existing easements within unopened right-of-way section described above.
- Set additional benchmarks at least 1 per 1000' of route mapping.
- Coordinate and hire as a subcontractor Applied Professional Services (APS) to provide utility locate services for underground utilities including: power, gas, cable, fiber optics and telecommunications. The cost of which (\$2,000) is included herein.
- Depict hard and soft surfaces on individual layers per accepted APWA standards.
- Show and dimension located topographic features and contours at 2' intervals along subject area.
- Show and label all control points with elevations and point numbers.
- Show known utilities by surface evidence, utility pre-painting, or as-built location.

Task 2.2 – SURVEY & BASE MAPPING Fixed Fee: \$9,850

Under this task, Surveying and Mapping (SAM) prepare base mapping for the area specified in the Project Description above. An AutoCAD drawing will be prepared at a scale of 1" = 20', or as required by the design engineer or the City before drafting commences. Existing Aerial and/or LIDAR mapping sources may be utilized either directly or as a basis for verification. This task includes:

- Control survey in NAD 83/11 Horizontal Datum, with all elevations derived from and checked to NAVD '88 Vertical Datum.
- Retrieve, interpret, and include existing as-builts as available from local agencies and surveyors.

- Establish right-of-ways and roadway centerlines within above-described area as available from recorded plats and public records further compared to the King County Parcel GIS lines.
- Interpret and delineate existing easements within unopened right-of-way section described above.
- Set additional benchmarks at least 1 per 1000' of route mapping.
- Coordinate and hire as a subcontractor Applied Professional Services (APS) to provide utility locate services for underground utilities including: power, gas, cable, fiber optics and telecommunications. The cost of which (\$1,200) is included herein.
- Depict hard and soft surfaces on individual layers per accepted APWA standards.
- Show and dimension located topographic features and contours at 2' intervals along subject area.
- Show and label all control points with elevations and point numbers.
- Show known utilities by surface evidence, utility pre-painting, or as-built location.

Task 2.3 – SURVEY & BASE MAPPING Fixed Fee: \$13,100

Under this task, Surveying and Mapping (SAM) prepare base mapping for the area specified in the Project Description above. An AutoCAD drawing will be prepared at a scale of 1" = 20', or as required by the design engineer or the City before drafting commences. Existing Aerial and/or LIDAR mapping sources may be utilized either directly or as a basis for verification. This task includes:

- Control survey in NAD 83/11 Horizontal Datum, with all elevations derived from and checked to NAVD '88 Vertical Datum.
- Retrieve, interpret, and include existing as-builts as available from local agencies and purveyors.
- Establish right-of-ways and roadway centerlines within above-described area as available from recorded plats and public records further compared to the King County Parcel GIS lines.
- Interpret and delineate existing easements within unopened right-of-way section described above.
- Set additional benchmarks at least 1 per 1000' of route mapping.
- Coordinate and hire as a subcontractor Applied Professional Services (APS) to provide utility locate services for underground utilities including: power, gas, cable, fiber optics and telecommunications. The cost of which (\$2,000) is included herein.
- Depict hard and soft surfaces on individual layers per accepted APWA standards.
- Show and dimension located topographic features and contours at 2' intervals along subject area.
- Show and label all control points with elevations and point numbers.
- Show known utilities by surface evidence, utility pre-painting, or as-built location.

Task 2.4 – SURVEY & BASE MAPPING Fixed Fee: \$6,200

Under this task, Surveying and Mapping (SAM) prepare base mapping for the area specified in the Project Description above. An AutoCAD drawing will be prepared at a scale of 1" = 20', or as required by the design engineer or the City before drafting commences. Existing Aerial and/or LIDAR mapping sources may be utilized either directly or as a basis for verification. This task includes:

- Control survey in NAD 83/11 Horizontal Datum, with all elevations derived from and checked to NAVD '88 Vertical Datum.
- Retrieve, interpret, and include existing as-builts as available from local agencies and purveyors.

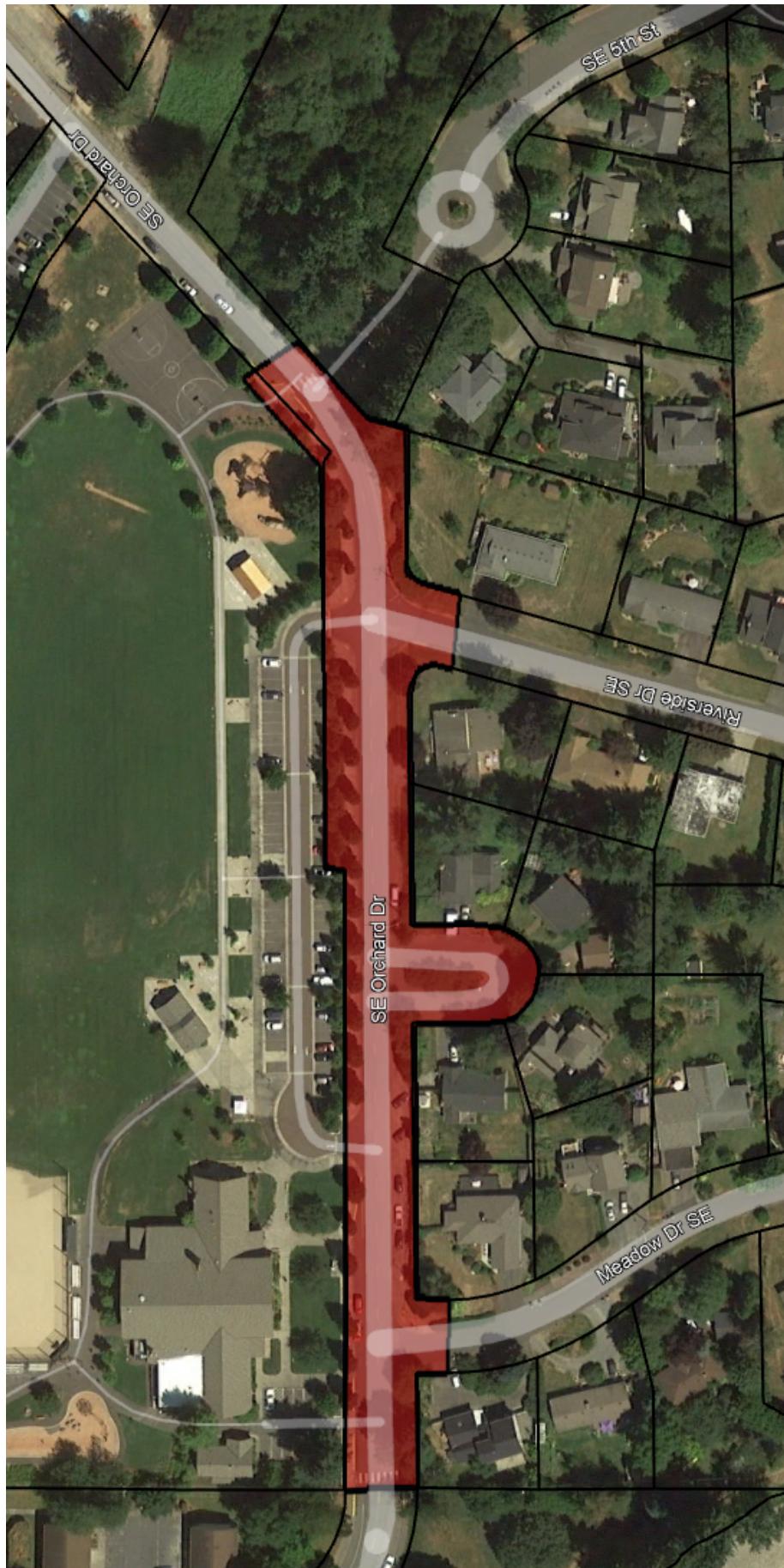
- Establish right-of-ways and roadway centerlines within above-described area as available from recorded plats and public records further compared to the King County Parcel GIS lines.
- Interpret and delineate existing easements within unopened right-of-way section described above.
- Set additional benchmarks at least 1 per 1000' of route mapping.
- Coordinate and hire as a subcontractor Applied Professional Services (APS) to provide utility locate services for underground utilities including: power, gas, cable, fiber optics and telecommunications. The cost of which (\$800) is included herein.
- Depict hard and soft surfaces on individual layers per accepted APWA standards.
- Show and dimension located topographic features and contours at 2' intervals along subject area.
- Show and label all control points with elevations and point numbers.
- Show known utilities by surface evidence, utility pre-painting, or as-built location.

Total for Fixed Fee Items: \$44,700

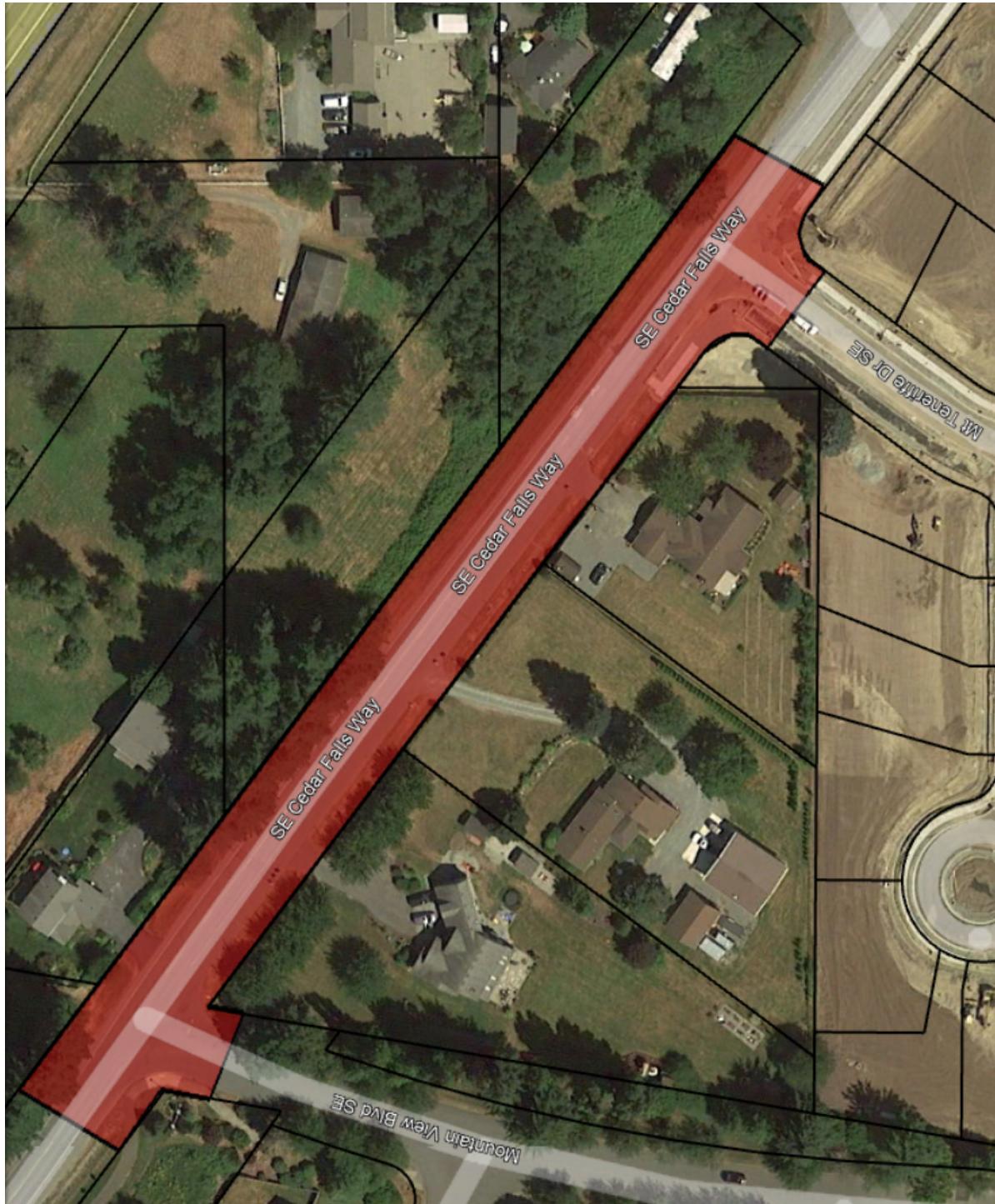
Deliverables: AutoCAD 2022 drawing file with point database and dtm files

Underlying Assumptions: The City will provide all necessary right of entry into private property and notice to landowners along the route of mapping activity.

EXHIBIT B
SAM – North Bend Sidewalk Gaps – Mapping Limits



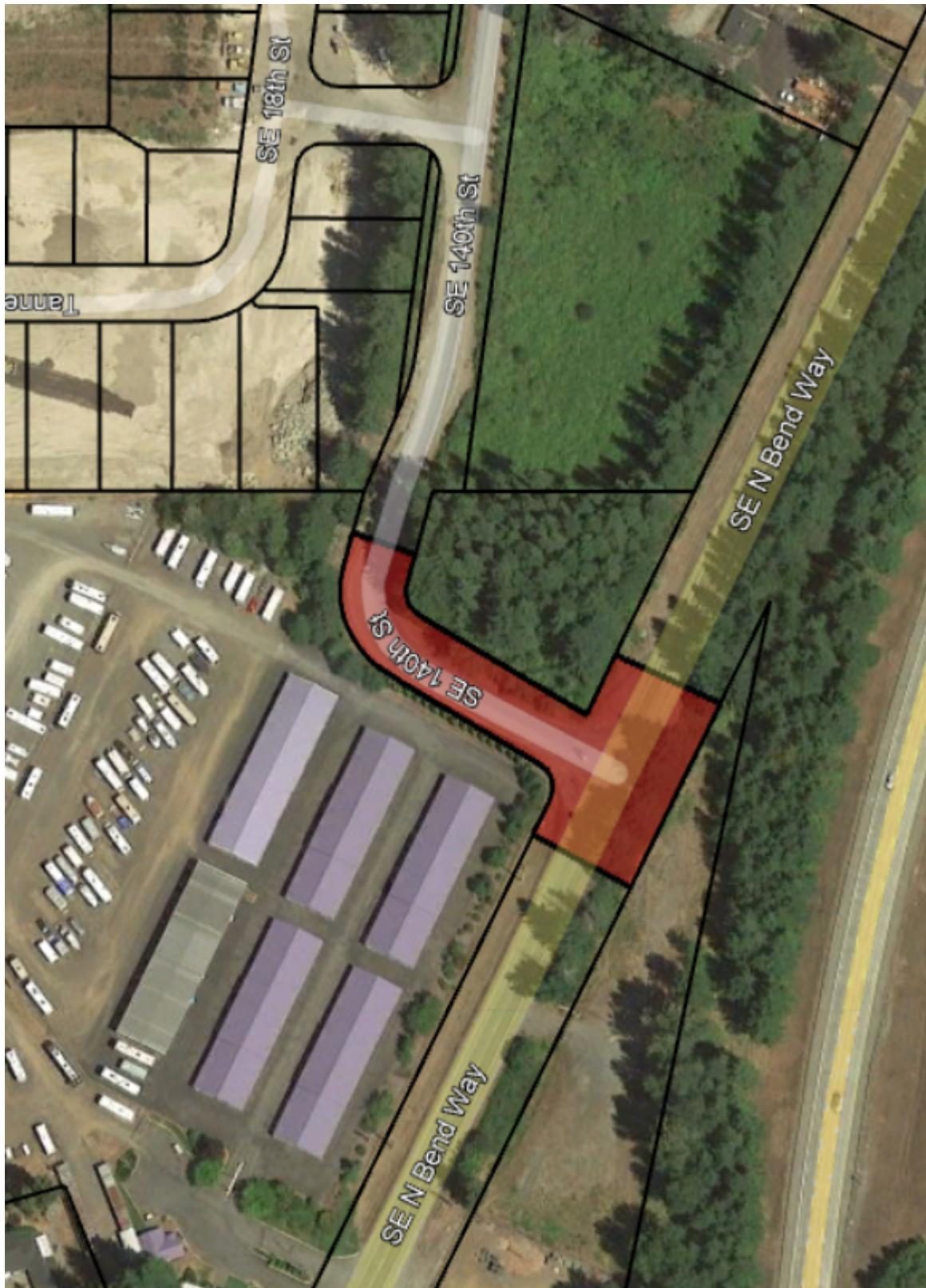
****Task 2.1****



Task 2.2



Task 2.3



Task 2.4



June 15, 2023

Project No. 20230193E001

**CONTRACT AGREEMENT TO ENGAGE THE SERVICES OF
ASSOCIATED EARTH SCIENCES, INC.
AS A CONSULTANT AND ADVISOR**

This agreement has been entered into at

Associated Earth Sciences, Inc.
911 5th Avenue
Kirkland, Washington 98033

on this 15th day of June 2023 between

Client: PH Consulting, LLC
913 MLK Jr. Way, Suite A.
Tacoma, Washington 98405

Attention: Ken Lauzen

Subject: Geotechnical Assessment and Recommendations
North Bend Right-of-Way Improvement Projects
North Bend, Washington

hereinafter referred to as "Client," and Associated Earth Sciences, Inc. (AESI), hereinafter referred to as "Geotechnical Consultant," for mutual consideration as hereinafter set forth:

1.0 The description and location of the project on which the Client contracts the Geotechnical Consultant's services are:

We understand that you are working with the City of North Bend on up to four right-of-way (ROW) improvement projects located in the City of North Bend. The projects generally involve sidewalk improvement, but also includes shifting roadways, new trails, and drainage. The projects and a brief description are listed below.

- **T-032: Orchard Drive Sidewalk between Meadow Drive & Riverside Drive on South Side** – Provide new sidewalk and shoulder parking on opposite side of street from Si View Metro Parks District headquarters.
- **T-047: North Bend Way Re-channelization between Snoqualmie Valley Trail & Tanner Road** – Project is to shift travel lanes to the south to create a pedestrian walkway on north side of road.

- **T-053: Cedar Falls Way South Side Sidewalk (Mountain View Blvd SE to Mt Teneriffe Dr. SE)** Project would add sidewalk or paved trail to complete the gap between Mt Teneriffe Dr and Mountain View Blvd.
- **T-057: SE 140th Street Sidewalk on North Side (North Bend Way to Tanner Falls Frontage)** – Project would extend approximately 400 feet of sidewalk along the north side of SE 140th Street from North Bend Way to the Tanner Falls Development frontage.

Based on our conversations with you, the immediate need for geotechnical support will be for the T-032 project. In addition to the improvements described above, this project will also address failing pavement in a roadway cul-de-sac and poor surface water drainage. As requested, this scope of work will cover geotechnical support for the T-032 project and also include a reserve for various geotechnical tasks that may arise on the other projects.

2.0 Geotechnical Consultant agrees to provide the following services:

Subsurface exploration for this study would consist of up to five hand-auger explorations completed along the proposed sidewalk alignment with one hand-auger completed near the area where poor drainage conditions have been observed. The hand-auger explorations would be completed with hand tools. Subsurface conditions encountered in the hand augers would be observed and logged by an engineering geologist or engineer from our firm. Representative samples of the sediments encountered in our hand-auger explorations will be placed into water-tight bags and returned to our laboratory for further analysis or lab testing, as necessary. The hand-auger locations will be backfilled with the soil prior to leaving the site. The depth of hand-auger explorations is highly dependent on the soils encountered and are not likely to penetrate past gravelly or very dense sediments.

Before performing any subsurface exploration work, we will make a one-call utility locate request to mark publicly-owned on-site utilities. It should be noted that any privately-owned underground utilities at the site will not be marked by the public locating service. For this reason, we will also hire a private utility locating service to supplement the public locate. Private utility locating services are able to mark electrically conductive utilities, such as power lines, steel water and gas lines, and plastic pipes with clearly visible trace wires.

Utility locators are not able to mark non-conductive utilities, such as plastic water and sewer lines, plastic irrigation and drainpipes, plastic gas lines, fiber optic cables, and concrete drainpipes. The only way to locate non-conductive privately-owned utilities is by the use of accurate and complete as-built drawings. We request that AESI be provided with as-built plans or other information regarding existing pipes, underground storage tanks (USTs), and/or vaults. This information will greatly reduce—but not necessarily eliminate—the likelihood of damage. We will not be responsible for damage to buried utilities that are not marked on the ground prior to our work, nor shown on as-built plans provided to us.

Upon completion of the exploration and testing program, AESI will prepare a “Preliminary Subsurface Exploration and Infiltration Feasibility Technical Memorandum” that will include:

- Project and site description, including site plan showing locations of explorations;
- Summary of geologic, soil, and groundwater conditions, including interpretive logs of our hand-auger explorations;
- A summary of mapped and readily available geological data for the site and immediate vicinity;
- Preliminary site preparation recommendations;
- Discussion of ponding areas, summary of subsurface conditions in these areas, and potential mitigation options;
- Structural fill recommendations; and
- Recommendations for further study, if required.

3.0 Client confirms that the Geotechnical Consultant has explained the full range of services it offers and the manner in which these services could be applied to this project. Client also confirms that they understand the value and benefit of these services and have of their own accord decided upon those identified in paragraph 2.0 above. Client agrees to hold the Geotechnical Consultant harmless for claims of any kind that may arise from any source due to the Geotechnical Consultant's failure to provide services that Client has specifically not included in the list of services identified in paragraph 2.0 above. Client further agrees to indemnify the Geotechnical Consultant for the cost of defending any such claims and any awards or settlements resulting therefrom.

4.0 The Client accepts that all services are provided in accordance with the attached Schedule of Charges and General Conditions, which are made a part of this contract by reference. Client further agrees to compensate the Geotechnical Consultant for their services, and to reimburse the Geotechnical Consultant for expenses incurred on Client's behalf as follows:

Our work will be conducted on a time and materials basis in accordance with the attached Schedule of Charges and General Conditions. We have provided our cost estimate below.

T-032 Budget

Public Locate & Hand Augers.....	\$1,850
Engineering and Technical Memorandum.....	\$3,225

Remaining Projects Budget

Geotechnical Support and Consultation.....	<u>\$5,000</u>
Estimated Total	\$10,075

If unusual or unanticipated conditions are encountered that will involve additional costs, we will immediately notify you to discuss modification of the study. Additional authorized services will be provided as outlined on the Schedule of Charges.

5.0 If this agreement meets with your approval, please authorize our services by signing in the space provided below and sending to our Kirkland address: AESI, 911 5th Avenue, Kirkland, Washington 98033.

Sincerely,
ASSOCIATED EARTH SCIENCES, INC.
Kirkland, Washington

The undersigned has reviewed and accepts the attached General Conditions.



Anthony W. Romanick, P.E.
Senior Engineer

Client _____ Date _____
Authorized Representative Signature



Matthew A. Miller, P.E.
Principal Engineer

Client (please print name)

Attachments: Schedule of Charges/General Conditions

AESI offers paperless invoicing as an emailed PDF document to your accounts payable department/representative. By providing an email address, you will receive emailed PDF versions of your invoices (no copies will be mailed).

Please provide the appropriate email billing address here:

ASSOCIATED EARTH SCIENCES, INC.
SCHEDULE OF CHARGES

Our compensation will be determined on the basis of time and expenses in accordance with the following schedule unless a lump sum amount is so indicated in the proposal or services agreement. Current rates are as follows:

Personnel Charges - Engineers, Hydrogeologists, Geologists, and Scientists

Senior Principal.....	\$290.00/hour
Principal.....	\$270.00/hour
Senior Associate.....	\$240.00/hour
Associate	\$225.00/hour
Senior.....	\$210.00/hour
Senior Project.....	\$195.00/hour
Project	\$175.00/hour
Senior Staff.....	\$145.00/hour
Staff.....	\$130.00/hour
Legal Testimony (4 hour minimum).....	\$400.00/hour

Personnel Charges - Technicians

Senior Field Technician.....	\$125.00/hour
Senior Field Technician Overtime	\$150.00/hour
Technician	\$110.00/hour
Technician Overtime	\$135.00/hour

Other Personnel and Disbursement Charges

Senior Geographic Information Services (GIS) Analyst.....	\$160.00/hour
Geographic Information Services (GIS) Analyst	\$140.00/hour
Geographic Information Services (GIS) Technician	\$120.00/hour
Drafting and Graphics Specialist.....	\$130.00/hour
Project Assistant.....	\$110.00/hour
Technical Editor	\$105.00/hour
Administrative Staff.....	\$85.00/hour
Report Processing and Archiving.....	\$20.00/each
Mileage	Federal Reimbursable Rate + 15%
Per Diem	To be established on a project basis
Subcontractors and Miscellaneous Expenses	cost plus 15%
Water Level Data Logger.....	\$75.00/month
Barometer Data Logger.....	\$50.00/month
Aerial Drone Equipment (certified drone operator charged separately).....	\$250.00/day
ArcGIS Online Viewer License	\$150.00/year
Bank/ACH Services or Fee	\$25.00/unit [check]

Laboratory Charges

Atterberg Limit.....	\$200.00/test
Consolidation.....	\$600.00/test
Constant Head Permeability (ASTM D2434-68).....	\$450.00/test
Direct Shear.....	\$400.00/3 point test
Ethylene Glycol Test (3 rock minimum).....	\$200.00
Fractured Face Count (AASHTO T-335).....	\$125.00/test
Hydrometer.....	\$210.00/test
Moisture Content.....	\$25.00/test
Organic Content.....	\$100.00/test
Percent Passing #200	\$125.00/test
Permeability (Falling Head).....	\$250.00/test
Proctor ASTM D-1557 and ASTM D-698.....	\$275.00/test
Sand Equivalent.....	\$125.00/test
Sieve with Wash #200.....	\$225.00/test
Specific Gravity + #4.....	\$125.00/test
Specific Gravity - #4.....	\$150.00/test
Unit Weight.....	\$80.00/test
Void Ratio.....	\$125.00/test

Other laboratory tests, disbursement charges and equipment rental will be provided on a per job basis.

Effective January 2019

**ASSOCIATED EARTH SCIENCES, INC.
GENERAL CONDITIONS**

911 - 5th Avenue
Kirkland, Washington 98033
(425) 827-7701

508 S. Second Street, Suite 101
Mount Vernon, Washington 98273
(425) 827-7701

1552 Commerce Street, Suite 102
Tacoma, Washington 98402
(253) 722-2992

Right of Entry

The Client shall provide AESI legal access to and/or obtain permission for AESI to enter on all property, whether or not owned by Client, as necessary for AESI to perform and complete its work. Client is responsible to provide, by map or drawing, a description of the property, its location and the location of any buried utilities or structures, including but not limited to, underground storage tanks. Any damage that results to a buried utility, or to Associated Earth Sciences, Inc. (AESI) or subcontractor equipment, will be the responsibility of the client. Also, any additional charges for exploratory work, due to encountering the utility, will be the responsibility of the client. We will take reasonable precautions to minimize damage from use of equipment, but have not included in our fee the cost for restoration of damage which may result from our operations.

Hazardous Substances & Drill Cuttings

Client warrants that, prior to AESI beginning work, it will provide AESI with all information known, or which reasonably could be known by Client concerning the past or present use of the property and the nature and existence of any hazardous conditions or materials, on, in, under, adjacent to or near the property. When hazardous substances are known, assumed or suspected to exist at a site, AESI is required to take appropriate precautions to protect the health and safety of its personnel, to comply with applicable laws and regulations, and to follow procedures that AESI deems prudent to minimize physical risks to its personnel and the public. Hazardous substances may exist at a site where there is no reason to believe they could or should be present. AESI and Client agree that the discovery of unanticipated hazardous substances constitutes a changed condition mandating a renegotiation of the scope of work or termination of services. AESI and Client also agree that the discovery of unanticipated hazardous substances may make it necessary for AESI to take immediate measures to protect human health and safety, and/or the environment. AESI agrees to notify Client as soon as practically possible should unanticipated hazardous substances or suspected hazardous substances be encountered. Client encourages AESI to take any and all measures that in AESI's professional opinion are justified to preserve and protect the health and safety of AESI's personnel and the public, and/or the environment, and Client agrees to compensate AESI for the additional cost of such work. In addition, Client waives any claim against AESI, and agrees to indemnify, defend and hold AESI harmless from any claim or liability for injury or loss arising from AESI's encountering of unanticipated hazardous substances or suspected hazardous substances. Client also agrees to compensate AESI for work performed in defense of any such claim, with such compensation to be based upon AESI's prevailing fee schedule and expense reimbursement policy.

Client recognizes that, when it is known, assumed or suspected that hazardous substances exist beneath the surface of the project site, certain waste materials, such as drill cuttings and drilling fluids, should be handled as if contaminated. Accordingly, to protect human health and safety as well as the environment, AESI will appropriately contain and label such materials; will promptly inform Client that such containerization and labeling has been performed, and will leave the containers on site for proper, lawful removal, transport and disposal by Client. Client waives any claim against AESI and/or its professional staff, and agrees to defend, indemnify and hold AESI and/or its professional staff harmless from any claim or liability for injury or loss which may arise as a result of the drill cuttings, drilling fluids or other assumed hazardous substances being left on site after their containerization by AESI. Client also agrees to compensate AESI for any time spent and expenses incurred by AESI in defense of any such claim, with such compensation to be based upon AESI's prevailing fee schedule and expense reimbursement policy. AESI will act on behalf of Client to arrange for lawful removal, transport and disposal of hazardous substances and potentially contaminated drill cuttings, drilling fluids and wash water, if Client so requests, and Client agrees to compensate AESI based upon AESI's prevailing fee schedule and expense reimbursement.

Soil, rock, water and/or other samples obtained from the project site are held by AESI for no longer than 30 calendar days after the issuance of any document that includes the data obtained from them, unless other arrangements are mutually agreed upon in writing. Should any of these samples be contaminated by hazardous substances or suspected hazardous substances, it is Client's responsibility to select and arrange for lawful disposal procedures, that is, procedures which encompass removing the contaminated samples from AESI's custody and transporting them to an authorized disposal site. Client is advised that, in all cases, prudence and good judgment should be applied in selecting and arranging for lawful disposal procedures. AESI will act on behalf of Client to arrange for lawful removal, transport and disposal of hazardous substances if Client so requests, and Client agrees to compensate AESI based upon AESI's prevailing fee schedule and expense reimbursement.

Due to the risks to which AESI is exposed, Client agrees to waive any claim against AESI and/or its personnel, and to defend, indemnify and hold AESI and/or its personnel harmless from any claim or liability for injury or loss arising from AESI's containing, labeling, transporting, testing, storing or other handling of contaminated samples. Client also agrees to compensate AESI for any time spent and expenses incurred by AESI in defense of any such claim, with such compensation to be based upon AESI's prevailing fee schedule and expense reimbursement policy.

Aquifer Contamination

Subsurface drilling and sampling may result in unavoidable contamination of certain subsurface areas, as when a probe or boring device moves through a contaminated area, linking it to an aquifer, underground stream, or other hydrous body not previously contaminated and capable of spreading hazardous substances off-site. Because subsurface sampling is a necessary aspect of the work which AESI will perform on Client's behalf, Client waives any claim against AESI and/or its personnel, and agrees to defend, indemnify and hold AESI and/or its personnel harmless from any claim or liability for injury or loss which may arise as a result of alleged cross-contamination caused by drilling or sampling. Client further agrees to compensate AESI for any time spent or expenses incurred by AESI in defense of any such claim, in accordance with AESI's prevailing fee schedule and expense reimbursement policy.

Ownership of Documents

All designs, drawings, specifications, notes, data, sample materials (exclusive of hazardous substances), report reproducibles and other work developed by AESI are instruments of service and as such remain the property of Associated Earth Sciences, Inc.

Third Parties

All services performed by AESI and/or its personnel under this agreement are intended solely for the benefit of the client. Nothing contained herein shall confer any rights upon or create any duties on the part of AESI and/or its personnel toward any person or persons not a party to this agreement including, but not limited to any contractor, subcontractor, supplier, or the agents, officers, employees, insurers, or sureties of any of the above.

AESI shall not be responsible for the means, methods, or procedures of construction, nor for safety on the job site, nor for the contractor's failure to carry out the work in accordance with the contract documents.

Insurance

Associated Earth Sciences, Inc. maintains General Liability Insurance for bodily injury and property damage with an aggregate limit of \$1,000,000 per occurrence and we will furnish certificates of such insurance upon written request. Our liability to the Client for bodily injury or property damage arising out of work performed for the Client for which legal liability may be found to rest upon us, other than for professional errors and omissions, will be limited to our General Liability Insurance coverage. AESI also maintains professional errors and omissions insurance. We will furnish certificates of such insurance upon written request. No provision contained in the agreement between AESI and Client shall be construed to void, vitiate or adversely affect any insurance coverage held by AESI.

Standard of Care

Services performed by AESI under this agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee is included or intended in this agreement or in any report, opinion, and document or otherwise.

Limitation of Liability

To the fullest extent permitted by law, the total liability of AESI and its principals, personnel and employees, to Client and anyone claiming by, through or under Client, for any and all claims, losses, costs or damages whatsoever arising out of, resulting from or in any way related to the Project or this Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract or breach of warranty express or implied of AESI or its principals, employees or personnel shall not exceed \$50,000 or the total compensation received by AESI under this Agreement, whichever is less.

The Client further agrees to require the contractor and its subcontractors to execute an identical limitation of AESI's and/or its personnel's liability for damages suffered by the contractor or subcontractors arising from the professional acts, errors, or omissions of AESI and/or its personnel. Increased liability limits may be negotiated upon Client's written request, prior to commencement of services, and upon Client's agreement to pay an additional fee commensurate with the increased risk. Any such increased limit of liability shall be established by written agreement signed by Client and AESI. As used in this section, the term "liability" means liability of any kind, whether in contract, tort, strict liability or otherwise, for any and all injuries, claims, losses, expenses, or damages arising out of or in any way related to services provided by or through AESI.

Waiver of Consequential Damages

Client expressly waives as to AESI all claims for lost profit or any other indirect, incidental or consequential damages of any nature.

Indemnification

Client shall indemnify, defend, and hold AESI and/or its personnel harmless against all claims, damages, losses, and expenses, including but not limited to attorney's fees and court costs arising out of or in any way related to the services provided by or through AESI; provided that such defense and indemnification obligations shall not apply to claims, damages, losses or expenses that arise out of bodily injury to persons or damage to property to the extent caused by AESI's sole negligence; provided further that Client shall indemnify AESI against liability for damages, losses, or expenses arising out of bodily injury to persons or damage to property and caused by or resulting from the concurrent negligence of Client, its agents or employees and AESI, only to the extent of the negligence of parties other than AESI.

CLIENT AND AESI AGREE THAT THE PRECEDING PARAGRAPHS RELATING TO LIMITATIONS OF LIABILITY, WAIVER OF CONSEQUENTIAL DAMAGES AND INDEMNIFICATION WERE MUTUALLY NEGOTIATED AND THAT BUT FOR THE INCLUSION OF THOSE PROVISIONS AESI WOULD NOT HAVE ENTERED INTO THIS AGREEMENT, OR AESI'S COMPENSATION UNDER THIS AGREEMENT WOULD HAVE BEEN HIGHER.

Stability of Slopes

The Client also recognizes that risk is inherent with any site involving slopes and Client agrees to accept full responsibility for these risks. Client states that he understands that the information obtained or recommendations made may help to reduce the Client's risks and that no amount of engineering or geologic analysis can yield a guarantee of stable slopes. Therefore, in cases where there is no fault (i.e. no professional errors, omissions or negligence), Client agrees to hold harmless, defend, and indemnify AESI and/or its professional staff for claims from any source in the event of slope movement and any damage resulting.

Billing

Invoices will be submitted once per month and are payable upon receipt. Interest of 1-1/2% per month (but not exceeding the maximum rate allowable by law) will be added to any account not paid within 30 days.

Termination

In the event that the Client requests termination of the work prior to completion, we reserve the right to complete such analyses and records as required to place our files in order as we consider necessary to protect our professional reputation. At our discretion, a termination charge may also be made to cover our proposal and administrative costs relating to the project.

Integration

These General Conditions along with AESI's proposal letter constitute the agreement between AESI and Client, contain the entire understanding between the parties in connection with the subject matter, and supersede and replace all prior negotiations, agreements or representations, whether oral or written. These General Conditions take priority over any conflicting provisions contained within AESI's proposal. No modifications or changes to the agreement shall be effective or binding unless affirmed in writing by the party sought to be bound by the change or modification.