



CITY COUNCIL MEETING*

December 5, 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 October 24, 2023 & Special Council Meeting of November 14, 2023	1
2) Payroll	November 20, 2023 – 28734 through 28740 , in the amount of \$280,500.77	
3) Checks	December 5, 2023 – 74857 through 74902 , in the amount of \$865,563.10	
4) AB23-141	Resolution – Accepting Alm Way Bridge Removal Project	Mr. Rigos 7
5) AB23-142	Resolution – Accepting North Bend Bridge #1135-3 Scour Project	Mr. Rigos 11
6) AB23-143	Motion – Authorizing Contract with KPFF for NB Way/Mt Si Road Roundabout Project	Mr. Rigos 15
7) AB23-144	Resolution – Accepting Old Si View/New Si View Connection Project	Mr. Rigos 51
8) AB23-145	Motion – Authorizing 2 nd Amendment to RH2 Contract	Mr. Rigos 55
9) AB23-146	Resolution – Authorizing Aquatic Lands Outfall Easement with WA State	Mr. Rigos 61
10) AB23-147	Motion – Ratifying Opt Out RE PFAS Contamination Lawsuit	Mr. Rigos 105
11) AB23-148	Motion – Authorizing Contract with G&O for SF Snoqualmie Shared Use Path	Mr. Rigos 115

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

ANNOUNCEMENTS, PRESENTATIONS, APPOINTMENTS:

12) AB23-149	Appointments to Economic Development Commission	Mayor Pro Tem Koellen	141
13) AB23-150	Appointments to Parks Commission	Mayor Pro Tem Koellen	143
14) AB23-151	Selection of 2024 Mayor Pro Tem	Mayor Pro Tem Koellen	147

INTRODUCTIONS:

15) AB23-152	Ordinance – Amending NBMC 17.08.150 RE Application Requirements for Preliminary Plats & Binding Site Plans	Mr. Rigos	149
16) AB23-153	Ordinance – Repealing NBMC 20.12.050(G) RE WWTP/Sewer Capacity	Mr. Rigos	155
17) AB23-154	Resolution – Authorizing REET 2 Funds for Real Property Purchase	Mr. Miller	159

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.)

EXECUTIVE SESSION: To Discuss Potential Litigation, pursuant to RCW 42.30.110 (1)(i)

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, December 5, 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

October 24, 2023 – 7:00 p.m.

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

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

Councilmembers Present: Brenden Elwood, Alan Gothelf, Heather Koellen, Mary Miller and Jonathan Rosen were present. Councilmember Mark Joselyn was excused.

Staff Present: Mayor Rob McFarland, City Administrator David Miller, Deputy City Administrator/Public Works Director Mark Rigos, Administrative Services Director Lisa Escobar, Community and Economic Development Director Rebecca Deming, Interim Finance Director Drew Bouda, Economic Development Manager James Henderson, IT Manager Phil Davenport, Building Official Colin Mercer, Human Resource Manager Erin Mitchell, Communications Manager Bre Keveren and City Clerk Susie Oppedal.

Mid-Biennial Budget Review

Interim Finance Director Bouda provided a presentation on the Mid-Biennial Budget Review which included the importance of forecasting, the four financial paint buckets of the City (Governmental – Operating, Governmental – Capital, Enterprise & Utility Services), Governmental Operating Financial Forecast, Expenditure Assumptions, Revenue Assumptions and Policy Recommendations on Governmental – Operating.

He reviewed the recently updated projected Governmental Ongoing Financial Forecast for 2023 through 2032. He highlighted year 2023 beginning (\$4,058,921) and ending balances (\$5,081,183) for the General Fund which encompassed ongoing revenues (Sales & Use Tax, Property Tax, Utilities Tax, etc.), ongoing expenditures (Departmental Budgets, Police/Fire and Human/Community Services Funding), one-time revenues/expenditures (Construction, Grants, etc.) and the maintenance of the 10% Reserve Fund.

Mr. Bouda noted one-time funding from the General Fund of \$1,500,000 was available for the Decision Card process and \$558,000 one-time funding from Solid Waste was available for Decisions Cards specific to solid waste/recycling. He concluded by noting policy recommendations included establishing a separate Affordable Housing Fund (#109), establishing a separate Reserve Fund (#102) and depositing any non-ongoing (i.e. development based construction) Sales & Use Tax and B&O Tax collected into a capital fund instead of the General Fund (#001).

Decision Cards

Staff reviewed Decisions Cards #2024-01 through #2024-05 which included a new position of Code Enforcement Officer and Deputy Finance Director and purchases of downtown trash and recycling receptacles, road grader and variable message sign.

Council reviewed Decision Cards #2024-06 through #2024-20 which they submitted for snow removal support, take home vehicles, Executive Assistant to Council, rental assistance program, senior assistance program, grand entry project, downtown arches project, trail lighting improvement project, trail and sidewalk connectivity program, cozy spaces project, smart city (community wi-fi), city lights initiative, startup kickstarter package and new position of Arborist/Urban Forester.

After discussion, consensus was to postpone the decision card process until first quarter of 2024 and to reserve \$1,500,000 in the 2024 Budget for that process.

Human/Community Services Funding Review

Mayor McFarland reviewed the human and community services grant requests received from local organizations for the 2024 budget cycle and provided a funding recommendation that was a significant increase over the previous year's funding level. Council reviewed the requests received and recommended 2024 Human/Community Services funding as follows:

Boxley Music Fund/Jazz Clubs NW	\$9,000
Empower Youth Network	\$20,000
Encompass	\$30,000
Friends of the Trail	\$9,200
Friends of Youth	\$10,000
KidVantage (fka Eastside Baby Corner)	\$2,500
Mamma's Hands	\$15,000
Meadowbrook Farm	\$3,300
Mt Si Senior Center	\$50,000
North Bend Art & Industry	\$15,000
Reclaim (fka Shelter Services)	\$20,000
Snoqualmie Valley Food Bank	\$40,000
Snoqualmie Valley Historical Museum	\$15,000
Trail Youth	\$10,000

Legislative Agenda

City Administrator Miller noted that AB23-126 – Motion to Confirm the North Bend 2024 Legislative Agenda to the Sound Cities Association was remanded at the October 17, 2023 City Council meeting to tonight's meeting for discussion.

He reviewed the following seven legislative priorities:

1. REET funding flexibility, particularly for existing REET and affordable housing.
2. Allowing private accounting firms to conduct the State audit.
3. Funding for affordable housing.

4. Water infrastructure funding for the Army Readiness Center as a project of statewide concern.
5. Sewer collection funding to convert residential neighborhoods on septic systems to convert to treatment.
6. Funding Support for Behavioral Health Services
7. Funding to Help Recruit and Retain Police Officers for Public Safety

After discussion, consensus was to remove Item #5 – Sewer Collection Funding to Convert Residential Neighborhoods on Septic Systems and to have City Administrator Miller reach out to the Army to determine if Item #4 – Water Infrastructure Funding for the Army Readiness Center should stay on the Legislative Agenda.

Proposed Affordable Housing Project

City Administrator Miller provided an update on a proposed affordable housing project in the downtown area of North Bend.

Adjournment

The workstudy closed at 10:00 p.m.

ATTEST:

Heather Koellen, Mayor Pro Tem

Susie Oppedal, City Clerk

NORTH BEND SPECIAL CITY COUNCIL MINUTES
November 14, 2023
City Hall, 920 SE Cedar Falls Way, North Bend, WA

CALL TO ORDER, ROLL CALL:

Mayor McFarland called the Special Meeting to order at 7:00 p.m.

Councilmembers Present: Elwood, Gothelf, Joselyn, Koellen, Miller and Rosen.

Mayor McFarland announced the promotion of Captain Lynch to position of Chief of the Snoqualmie/North Bend Police Department.

AB23-131 – Council Vacancy & Appointment

Audio: 1:43

Council Applicant Interviews

Mayor McFarland explained the process to be followed for filling the vacant Council position created by the resignation of Councilmember Loudenback. He reported the City received applications from the following individuals: Errol Tremolada, Sheraz Malik, James McEachran, Terry Pottmeyer and Sam White. He noted Christina Rustik and Mary Miller had withdrawn their applications.

Each applicant introduced themselves and responded to questions previously provided to them, as well as additional questions from the City Council.

Council Appointment

Following the interviews, the Council recessed into **Executive Session** at 9:16 p.m. for an estimated 30 minutes to consider the qualifications of the applicants for Position No.4, as authorized by RCW 42.30.110(1)(h).

At 9:51 p.m. Mayor McFarland announced to audience members outside the Council Chambers that the Executive Session was expected to last an additional 15 minutes.

At 10:06 p.m. Mayor McFarland announced to audience members outside the Council Chambers that the Executive Session was expected to last an additional 15 minutes.

At 10:20 p.m. Mayor McFarland announced to audience members outside the Council Chambers that the Executive Session was expected to last an additional 10 minutes.

At 10:31 p.m. Mayor McFarland announced to audience members outside the Council Chambers that the Executive Session was expected to last an additional 10 minutes.

Following the Executive Session, Mayor McFarland reconvened the special meeting at 10:41 p.m.

DRAFT

Councilmember Koellen **MOVED**, seconded by Councilmember Rosen to invite candidates Errol Tremolada and Sam White to second round interviews on November 21, 2023 at 7 p.m. The motion **PASSED** 6-0.

Presentation – Affordable Housing Alternatives**Audio: 2:17:35**

City Administrator Miller introduced the presentation. Economic Development Manager Henderson provided a presentation of Affordable Housing Alternatives which included the following options: Rental Subsidy Programs, Housing/Property Rehabilitation and Property Acquisition. He noted of the three options that property acquisition has the greatest ability to ensure long-term affordability with the least administrative burden to the City.

EXECUTIVE SESSION:

Mayor McFarland recessed the special meeting for an Executive Session at 11:06 p.m. to discuss property acquisition, pursuant to RCW 42.30.110(1)(b). Action was anticipated as a result of the Executive Session, which was expected to last 20 minutes and videotaping of the meeting ceased.

At 11:26 p.m. Mayor McFarland announced to audience members outside the Council Chambers that the Executive Session was expected to last an additional 10 minutes.

At 11:36 p.m. Mayor McFarland announced to audience members outside the Council Chambers that the Executive Session was expected to last an additional 10 minutes.

The special meeting reconvened at 11:44 p.m.

Councilmember Elwood **MOVED**, seconded by Councilmember Gothelf to approve AB23-132, a resolution authorizing the Mayor to execute a Purchase and Sale Agreement between the City of North Bend and William M. Glazier for the acquisition of real property and property rights related to construction of affordable housing. The motion **PASSED** 6-0.

ADJOURNMENT:

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

The meeting adjourned at 11:50 p.m.

ATTEST:

Rob McFarland, Mayor

Susie Oppedal, City Clerk



City Council Agenda Bill

SUBJECT:	Agenda Date: December 5, 2023	AB23-141
Resolution Accepting Alm Way Bridge Removal Capital Project	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 – Drew Bouta	
Fund Source: N/A	Public Works – Mark Rigos, P.E.	X
Timeline: Immediate		
Attachments: Resolution		
SUMMARY STATEMENT:		
At the August 1, 2023 City Council meeting, the City Council approved a construction contract amount of \$118,981.32 including sales tax with All Terrain Excavating, LLC (contractor) to perform the Alm Way Bridge Removal capital project located approximately 1,800 feet northwest of the intersection of NW 8 th Street and Alm Way. Work consisted of mobilization, roadway excavation, bridge structure removal, pier removal, signage, jute matting the embankment, plantings, and seeding to stabilize the site.		
There were no change orders on the project and the contractor finished the work scope within the contracted timeline. The final project cost was \$108,596.02 including sales tax.		
Project construction began August 16, 2023 and was physically completed October 31, 2023. All necessary documentation has been received by the City and the project is ready for close-out.		
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.		
APPLICABLE BRAND GUIDELINES: Consistent delivery of quality basic services including transportation and traffic management.		
COMMITTEE REVIEW AND RECOMMENDATION: This item was discussed at the November 28, 2023 Transportation and Public Works Committee meeting and was recommended for approval and placement on the Consent Agenda.		
RECOMMENDED ACTION: MOTION to approve AB23-141, a resolution accepting the Alm Way Bridge Removal Capital Project as complete and authorizing the release of retainage.		
RECORD OF COUNCIL ACTION		
Meeting Date	Action	Vote
December 5, 2023		

RESOLUTION

A RESOLUTION OF THE CITY OF NORTH BEND, WASHINGTON, ACCEPTING THE ALM WAY BRIDGE REMOVAL PROJECT AS COMPLETE AND AUTHORIZING THE RELEASE OF RETAINAGE

WHEREAS, City of North Bend staff requested bids for the Alm Way Bridge Removal Capital Project (Project); and

WHEREAS, All Terrain Excavating, LLC (All Terrain) submitted the lowest responsive and responsible bid; and

WHEREAS, the Project was awarded to All Terrain on August 1, 2023; and

WHEREAS, All Terrain started the work on August 16, 2023 and completed work on October 31, 2023; and

WHEREAS, the final cost of the project was \$108,596.02 including sales tax; and

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

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

Section 1. The City of North Bend accepts All Terrain Excavating, LLC work on the Alm Way Bridge Removal Capital Project.

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

**PASSED BY THE CITY COUNCIL OF THE CITY OF NORTH BEND,
WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 5TH DAY OF
DECEMBER, 2023.**

CITY OF NORTH BEND:

APPROVED AS TO FORM:

Rob McFarland, Mayor

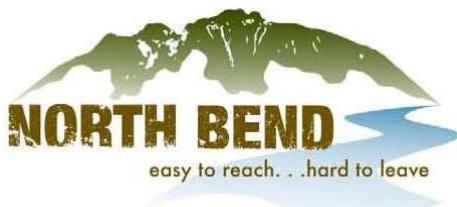
Kendra Rosenberg, City Attorney

ATTEST/AUTHENTICATED:

Effective:
Posted:

Susie Oppedal, City Clerk

Resolution



City Council Agenda Bill

SUBJECT:	Agenda Date: December 5, 2023	AB23-142
Resolution Accepting North Bend Bridge 1135-3 Scour Capital Project	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 – Lisa Escobar	
	Comm & Econ Development – Rebecca Deming	
	Finance – Drew Bouta	
	Public Works – Mark Rigos, P.E.	X

Attachments: Resolution**SUMMARY STATEMENT:**

At the August 1, 2023 City Council meeting, the City Council approved a construction contract amount of \$391,695.00 including sales tax with Sascon, LLC (contractor) to construct the North Bend Bridge 1135-3 Scour capital project. Bridge 1135-3 is the North Bend Way bridge over the South Fork Snoqualmie River. Work consisted of mobilization, traffic control, temporary roadway construction down below the bridge, installation of a rubber water bladder to isolate the work areas within the river, excavation and backfill around pier 6, backfill around pier 8, plantings, mulch rings, seeding for stabilization, and removal of the temporary roadways bringing the site back to its original condition.

There were no change orders on the project and the contractor finished the work scope within the contracted timeline. The final project cost was \$383,468.20 including sales tax.

Project construction began August 14, 2023 and was physically completed October 17, 2023. All necessary documentation has been received by the City and the project is ready for close-out.

Retainage cannot be released until the project has been accepted by the City Council, all liens have been satisfied, and all taxes have been paid. Upon receipt of all necessary documentation, retainage shall be released.

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

COMMITTEE REVIEW AND RECOMMENDATION: This item was discussed at the November 28, 2023 Transportation and Public Works Committee meeting and was recommended for approval and placement on the Consent Agenda.

RECOMMENDED ACTION: **MOTION to approve AB23-142, a resolution accepting the North Bend Bridge 1135-3 Scour Capital Project as complete and authorizing the release of retainage.**

RECORD OF COUNCIL ACTION

Meeting Date	Action	Vote
December 5, 2023		

RESOLUTION

A RESOLUTION OF THE CITY OF NORTH BEND, WASHINGTON, ACCEPTING THE NORTH BEND BRIDGE 1135-3 SCOUR PROJECT AS COMPLETE AND AUTHORIZING THE RELEASE OF RETAINAGE

WHEREAS, City of North Bend staff requested bids for the North Bend Bridge 1135-3 Scour Capital Project (Project); and

WHEREAS, Sascon, LLC submitted the lowest responsive and responsible bid; and

WHEREAS, the Project was awarded to Sascon, LLC on August 1, 2023; and

WHEREAS, Sascon, LLC started the work on August 14, 2023 and completed work on October 17, 2023; and

WHEREAS, the final cost of the project was \$383,468.20 including sales tax; and

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

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

Section 1. The City of North Bend accepts Sascon, LLC work on the North Bend Bridge 1135-3 Scour Capital Project.

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

**PASSED BY THE CITY COUNCIL OF THE CITY OF NORTH BEND,
WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 5TH DAY OF
DECEMBER, 2023.**

CITY OF NORTH BEND:

APPROVED AS TO FORM:

Rob McFarland, Mayor

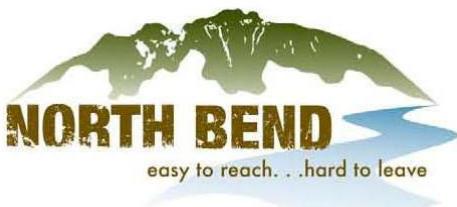
Kendra Rosenberg, City Attorney

ATTEST/AUTHENTICATED:

Effective:

Posted:

Susie Oppedal, City Clerk



City Council Agenda Bill

SUBJECT:	Agenda Date: December 5, 2023	AB23-143
Motion Authorizing Contract with KPFF for the North Bend Way - Mt Si Road Roundabout Transportation Capital Project	Department/Committee/Individual	
Cost Impact: \$55,931(local match)	Mayor Rob McFarland	
Fund Source: Federal Grant for \$358,371 and local match of \$55,931 covered by TBD and/or TIF funds	City Administrator – David Miller	
Timeline: Immediate	City Attorney – Kendra Rosenberg	
	City Clerk – Susie Oppedal	
	Administrative Services – Lisa Escobar	
	Comm. & Economic Development – Rebecca Deming	
	Finance – Drew Bouda	
	Public Works – Mark Rigos, P.E.	X

Attachments: KPFF Scope & Fee

SUMMARY STATEMENT:

The North Bend Way / Mt Si Road Roundabout Transportation Capital Project (Project No. T-020) is currently the third highest rated project on the City of North Bend's 2024-2029 6-Year Transportation Improvement Plan (TIP), which was adopted by City Council in June 2023. This project replaces the existing two way stop controlled intersection of North Bend Way and Mt Si Road with a roundabout, including, but not limited to, center island, landscaped/hardscaped medians, irrigation, street lighting, rectangular rapid flashing beacons (RRFB's) at crosswalks, sidewalks/trails, bike lane accommodation, joint utility trench (JUT) to bring power and communication lines underground, stormwater infrastructure, wayfinding signage, and landscaping.

This project will not only create safer traffic movements at the intersection, but it will continue the pedestrian and bicycle connections to the trailheads off of Mt Si Road such as Snoqualmie Valley Trail. This project improves public safety, enhances quality of life for residents and increases transportation mobility. This project resulted in many wins for the City.

The City was awarded \$358,560 in Federal Highway Administration (FHWA) grant funds for the engineering design phase of this project which came with a local match requirement of \$55,960. The City Council accepted these funds, approved the match amount, and agreed to enter into a contract with WSDOT (who administers these federal funds for the City) at the May 2, 2023 City Council Meeting. The federal funds were obligated as of May 18, 2023, meaning the City is able to move forward with design phase expenditures as of this date and be eligible for reimbursement with these federal funds.

Two City staff and one WSDOT representative selected consultant engineering firm KPFF to provide engineering services for this project after going through a Statement of Qualifications and Interview process which is a requirement for federal grant funds. KPFF services include the typical tasks such as project management, topographical survey, NEPA/SEPA preparation including cultural resource and Section 106 services, geotechnical services including test pit(s), stormwater analysis/design, civil and traffic design services, right-of-way services, WSDOT coordination, utility coordination, and construction grant funding assistance.

Design is anticipated to be completed in early 2025 with right-of-way acquisition taking place in 2025 and construction taking place in 2026.

Funding for the design portion of this project comes from a federal grant that covers 86.5% of the cost and local match that covers the remaining 13.5% of the cost. With a total engineering contract amount of \$414,302 that comes out to \$358,371 in federal grant funds and \$55,931 in local match.

City Council Agenda Bill

City staff will request that the remaining federal funds be moved into the right-of-way acquisition or construction phase of this project.

City staff recommends moving forward with KPFF for the attached work scope and fee.

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

COMMITTEE REVIEW AND RECOMMENDATION: This item was discussed at the November 28, 2023 Transportation and Public Works Committee meeting and was recommended for approval and placement on the Consent Agenda.

RECOMMENDED ACTION: **MOTION to approve AB23-143, authorizing the Mayor to execute a contract with KPFF for the North Bend Way – Mt Si Road Roundabout Transportation Capital Project, in a form and content acceptable to the City Attorney, in an amount not to exceed \$414,302.**

RECORD OF COUNCIL ACTION

<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
December 5, 2023		



EXHIBIT A - SCOPE OF WORK

Project Name : North Bend Way and Mt Si Road Roundabout
Federal Aid Project #: STBGUS-9917(040)

INTRODUCTION

During the term of this Professional Services Agreement (AGREEMENT), KPFF (CONSULTANT) shall perform professional services for the City of North Bend (CITY) in connection with the following project: **North Bend Way and Mt Si Road Roundabout (PROJECT)**

PROJECT DESCRIPTION

The North Bend Way and Mt Si Road Roundabout Project (PROJECT) involves design and construction of a roundabout in the City of North Bend. This includes replacing the existing 2-way stop controlled intersection with a new roundabout. All legs and quadrants of the intersection will include pedestrian/bicycle crossings and multi-use non-motorized pathways. The crossings will be illuminated, and rectangular rapid flashing beacons (RRFB's) will be provided for improved safety. The project will also include curb and gutter, curb ramps, driveways, utility relocations, and stormwater improvements.

The services provided by the CONSULTANT team are to develop final, bid-ready plans, specifications, cost estimate, utility coordination, public involvement, SEPA and NEPA Environmental permitting/documentation, preliminary ROW services, and WSDOT coordination.

PROJECT TEAM

The project team includes:

Owner	City of North Bend
Prime Consultant	KPFF
Civil Engineer	KPFF
Drainage Engineer	KPFF
Survey	Furtado (DBE)
Geotechnical Engineer	HWA (DBE)
Right-of-Way / TCE's	RES Group NW (DBE)
Landscape Architect/Arborist	HBB
Environmental & Permitting	DCG/Watershed
Cultural Resources	CRC
Illumination	DKS

TASK SUMMARY

Task 1	Project Management
Task 2	Survey Services
Task 3	Environmental Permitting
Task 4	Geotechnical Services
Task 5	Right-of-Way Services
Task 6	WSDOT Coordination
Task 7	Civil Design
Task 8	Stormwater Analysis
Task 9	Illumination Design
Task 10	Landscape Architecture
Task 11	Community Outreach
Task 12	Utility Coordination
Task 13	Grant Funding
Task 14	Cultural Resources
Task 15	Management Reserve

DELIVERABLES SUMMARY

For billing and budget tracking purposes, we have organized the tasks and subtasks by discipline. As part of these tasks the following deliverables will be submitted.

- Preliminary Roundabout Layout
- Preliminary Landscaping Concept
- 30% Plans and Cost Estimate
- 60% Plans, Cost Estimate, and Specification Outline
- 90% Plans, Cost Estimate, and Specifications
- Final Ad-Ready Plans, Cost Estimate, and Specifications
- Draft and Final Drainage Report
- SEPA/NEPA Documentation
- APE Figure and DAHP Report

Anticipated Deliverables for Future ROW Phase:

- Title Reports, Legal Descriptions, and Parcel Maps for up to 4 parcels
- Appraisals and Acquisition Documents for up to 4 parcels

November 16, 2023

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SCHEDULE

Below is a preliminary schedule of major milestones for the project. After notice to proceed, the CONSULTANT will provide a detailed schedule as described in Task 1.2.

NTP	December 2023
Survey Complete	March 2024
Prelim Roundabout Layout.....	April 2024
30% Design.....	June 2024
60% Design.....	September 2024
Grant Support	September 2024
90% Design.....	December 2024
NEPA Approval.....	December 2024
Begin ROW Acquisition (Future Phase).....	December 2024
100% Design.....	February 2025
ROW Acquisition Complete (Future Phase).....	November 2025
Ad-Ready	December 2025

The services will include the tasks as outlined below:

TASK 1: PROJECT MANAGEMENT (KPFF)

The CONSULTANT shall provide project administration and coordination with the CITY to facilitate efficient progress and timely completion of the project.

TASK 1.1: MONTHLY PROGRESS REPORTING AND INVOICING

Prepare and submit monthly progress reports containing the following:

1. Invoices showing the actual costs; and
2. Status of work performed during work period.

TASK 1.2: SCHEDULE

The CONSULTANT will prepare a Ghantt Chart style schedule to define design tasks begin/end dates, deliverable deadlines, and major milestones. The schedule will be updated at every submittal (if needed) for the duration of the project.

TASK 1.3: PROJECT MEETINGS

Project meetings will be held bi-weekly to coordinate with the project team, inform the CITY Project Manager of progress, identify issues, and receive direction. These meetings will be virtual or in person at the CITY offices. For scoping purposes, the CONSULTANT shall assume a maximum of two (2) CONSULTANT staff will attend up to twelve (12) meetings.

TASK 1.4: MANAGEMENT AND QUALITY CONTROL

The CONSULTANT will provide direction and oversight of the project design team to ensure accurate and timely implementation of the work plan and the appropriate coordination of work activities, including the review of each project design team member's work over the course of the project.

This effort provides the leadership to the team to carry out an integrated work plan across disciplines, adhere to deadlines, budget constraints, and other issues.

This task includes the effort related to providing quality control for the work activities in this scope of work. It will include a review by staff with technical expertise in the specific work area and by senior staff to ensure that the project is technically sound and meets the requirements of the scope of work.

Deliverables:

- Project schedule with regular updates.

TASK 2: SURVEY (FURTADO)

Furtado & Associates (F&A) will survey the site as depicted in the limits as shown in attached Figure #1 inside of the red figure drawn. The Survey will consist of:

- Establish and verify control and monumentation
- Topographic and utility survey as shown in Figure #1
- Standard right-of-way calculations for area shown in Figure #1
- Prepare initial draft deliverable set of up to four (4) parcel maps and legal descriptions
- Prepare final deliverable set of up to four (4) parcel maps and legal descriptions

Deliverables:

F&A will provide two AutoCAD drawings files that contain the following:

- 2D basemap containing all 2D elements, including standard ROW calculations, will be flattened to zero elevation.
- 3D surface DTM containing all breaklines and points to create site contours at 1' intervals.
- One (1) initial draft deliverable set of Parcel Maps and Legal Descriptions

- One (1) final deliverable set of Parcel Maps and Legal Descriptions will be provided upon client/agency approved finalization

Assumptions:

- NAD83 (2011) horizontal and NAVD88 vertical datums will be used for the basemapping.
- Basemapping will be provided in: Civil3D 2020 using APWA CAD standards.
- Right-of-Way (ROW) permits and/or outreach notices will be performed by KPFF and the City.
- Unrestricted access will be provided to site prior to survey work being performed.
- Necessary Right-of-Entries (ROE) will be provided by the City for properties in a timely manner prior to deployment of field activities. Inability to provide ROE in a timely manner prior to deployment will result in a delay and additional effort outside the scope stated here within.
- Survey will be performed from public ROW and will extend 10' beyond ROW boundary as elements allow.
- Basemap versioning and design requests impacting survey and basemapping efforts will be monitored and scheduled through the Prime Consultant, KPFF.
- Field survey support effort consists of a 2-person crew for up to seven occurrences (10-hour days) and would include any time impacts related to delinquent or unprocessed NOEs, ROEs or refusal of access related to field activities.
- Maintenance holes over 25 feet deep or full of debris/water may not be as-built as they may require confined space entry to access the maintenance hole in order to accurately measure the depth.
- Trees six (6) inches in diameter and larger will be surveyed. Locate trees on survey and label with trunk, dripline diameter and coniferous or deciduous classification.
- Property line and easement locations shown on survey basemap will be based on public record information.
- Through 811 service, the survey basemap will state the utility locate ticket number and list potential utility stakeholders in the vicinity.
- Consultant will rely upon a private utility locator to place tone (paint) marks within the survey limits for conductible utilities within ROW and City property. It is expected that some utilities will be impractical or infeasible to identify.
- The City will provide the Consultant with all available ROW, utility records, and GIS files one (1) week prior to field work.
- Cost includes equipment and materials needed, including parking and any other incidental fees incurred.

Boundary Survey Assumptions:

- F&A will complete field survey to establish monumentation for confirmation of right-of-way calculations.



Figure 1. Survey Limits

TASK 3: ENVIRONMENTAL SERVICES (DCG/WATERSHED)**TASK 3.1: ENVIRONMENTAL PERMITTING**

The CONSULTANT will prepare documentation and support permitting needs on the project.

TASK 3.1.1: NEPA TECHNICAL ANALYSIS

The Consultant shall perform a technical analysis of the environmental impacts that may result from the implementation of the project. The CONSULTANT will incorporate the results of the technical analysis into a NEPA Checklist.

Assumptions:

- Cultural Resource Investigation will not be performed by DCG/Watershed.
- One (1) staff will assess existing conditions with a reconnaissance-level site visit. Up to 6 significant trees will be inventoried by a certified arborist. It is assumed no in-ground survey (e.g., for wetland delineations) is required. A brief summary memo of the fieldwork findings, including a formal tree inventory, will be prepared.

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- It is assumed that no technical discipline reports, including Endangered Species Act (ESA), wetlands, noise, environmental justice, environmental health, or light and glare, will be required to complete the NEPA documentation. ESA review will consist of a desktop review.
- The project area is located outside of shoreline jurisdiction and outside of the FEMA 100-year floodplain.
- The project will qualify for a NEPA Categorical Exclusion consistent with 23 CFR 771.117.c.23.i, or c.26.
- The City shall handle all correspondence with WSDOT.
- The City shall handle all required public noticing requirements (i.e., posting the site if applicable).
- One round of revisions (based upon City and/or WSDOT comments) is included.
- No mitigation design or landscaping is included.
- No right-of-way, building, or other land use/construction permits are included.

Deliverables:

- Electronic copies of the Draft and Final Fieldwork Summary Memo.
- Electronic copies of the Draft NEPA Checklist and Final NEPA Checklist in PDF format.

TASK 3.1.2: SEPA COORDINATION

The CONSULTANT will utilize the NEPA documentation described above to process SEPA through the City of North Bend.

Assumptions:

- A SEPA Checklist will not be prepared; NEPA documentation will be utilized by the City to meet SEPA documentation needs.
- The SEPA will not be appealed and support for an appeal is not included.
- A SEPA Addendum is not included.

TASK 4: GEOTECHNICAL SERVICES (HWA)

TASK 4.1: GEOTECHNICAL PROJECT SETUP

1. **Project Setup:** HWA will initiate the project and set up billing information in support of invoicing throughout the project management.
2. **Review Available Site, Subsurface, and Geologic Information:** HWA will review all readily available geotechnical information from the vicinity of the proposed project. This will include a review of the existing geotechnical reports for adjacent project sites, available geologic maps, online databases, and HWA's library of geotechnical explorations to provide insight into the site soil conditions.

TASK 4.2: GEOTECHNICAL FIELD EXPLORATION

1. **Perform Site Reconnaissance:** HWA will conduct a geotechnical site reconnaissance of the project intersection. This reconnaissance will be used to identify geotechnical challenges and to assist in planning the geotechnical exploration program.
2. **Plan the Geotechnical Field Exploration Program:** HWA will plan and coordinate the geotechnical exploration program for the project. The exploration program will consist of drilling a series of up to two (2) geotechnical borings to provide data for conceptual design of preliminary infiltration, foundation design, and luminaire foundations.
3. **Mark and Verify Utility Locates:** HWA will mark the proposed exploration locations and arrange for utility locates using the Utility Notification Center. HWA will also utilize private utility locates on the day of drilling to further assess the clearance of the subgrade from buried public or private utilities.
4. **Subsurface Exploration Plan (with Traffic Control Plans and Permits):** HWA will prepare a Geotechnical Work Plan Memoranda for the proposed exploration program. HWA will also coordinate with the City and design team and develop site specific traffic control plans for each of the proposed geotechnical exploration. These plans will be based on WSDOT Traffic Control Plans and signed by an engineer or TCS.
5. **Coordinate with subcontractors for proposed explorations:** HWA will coordinate with the various subcontractors regarding schedule, meeting locations, and required equipment.

Conduct Geotechnical Explorations: HWA will conduct one (1) day of drilling (geotechnical borings) near the proposed intersection, to assess the subsurface soil and groundwater conditions. We anticipate completing two (2) borings which will be drilled to depths of **30 to 40** feet below ground surface in support of preliminary infiltration, foundation design, and luminaire foundations. These borings will be placed at opposite corners of the intersection. Temporary lane closure is not expected to be required in order to advance the geotechnical borings.

HWA will install a 1-inch diameter groundwater monitoring piezometer within one of the proposed borings to monitor and assess the groundwater fluctuation during the wet season. The water level information collected will be used in geotechnical analyses to develop recommendations for infiltration potential and possible dewatering and construction impacts, as appropriate.

6. **Prepare Summary Logs and Assign Laboratory Testing:** HWA will prepare summary boring logs and perform laboratory testing to evaluate relevant physical properties of the site soils. Laboratory testing will include moisture content, hydrometers, grain-size distribution, Atterberg limits, cation-exchange and organic content, as necessary.
7. **Conduct Groundwater Monitoring:** HWA will make two (2) site visits to download and process the groundwater data from the groundwater monitoring well installed. Temporary lane closure is not expected to be required in order to extract transducers from the groundwater monitoring wells. This data will be used to provide the designer and prospective contractors with seasonal groundwater variations across the site.

TASK 4.3: GEOTECHNICAL ENGINEERING ANALYSIS AND RECOMMENDATIONS

1. **Evaluate Field and Laboratory Data:** Based on the borings and the laboratory test results on selected samples, HWA will generate estimates of the soil strength and other properties needed to evaluate the effects the subsurface conditions will have on the proposed improvements.
2. **Generate AASHTO Seismic Design Parameters:** Based on the soils encountered at the intersection, HWA will determine the Seismic Site Class for seismic design. The design spectral acceleration parameters will then be selected in accordance with the AASHTO Specifications for Road and Bridge.
3. **Evaluate Liquefaction Potential:** HWA will evaluate the susceptibility of the subsurface soils to liquefaction at the intersection and assess the potential impacts to the proposed improvements.
4. **Conduct Infiltration Screening Analyses:** HWA will evaluate grain size distribution data obtained during the subsurface explorations to determine if onsite infiltration of stormwater is feasible.
5. **Conduct Mounding Analyses and Provide Recommendation:** HWA will perform a mounding analysis if required. This will require facility dimensions that will be provided by the design team. HWA anticipates that the analysis will take up to 2 days to complete in office, after receipt of design parameters and facility dimensions from the design team.
6. **Luminaire Pole Design:** HWA will conduct geotechnical design for the proposed improvements including evaluation of the subsurface soil's conditions and geotechnical recommendations for design and construction of luminaire foundations. HWA assumes that WSDOT standard plans will be applicable to this design.
7. **Prepare Draft Geotechnical Report:** HWA will prepare a draft geotechnical report for the project. This report will contain the results of the subsurface exploration program and geotechnical engineering recommendations for the design and construction of the proposed roadway improvements.
8. **HWA Internal QA/QC:** All design calculations and recommendations will be reviewed by a senior principal prior to distribution to the design team or the City of North Bend.
9. **Prepare Final Geotechnical Report:** HWA will finalize our geotechnical report once we receive review comments from KPFF and the CITY.

TASK 4.4: PLAN AND SPECIFICATION REVIEW AND INPUT

1. **Review and Comment on the Geotechnical Aspects of the Submittals:** HWA will conduct a plan review based on comments provided to the submittal to ensure that the geotechnical aspects of the project have been properly incorporated into the project plans.

TASK 4.5: PROJECT MANAGEMENT AND COORDINATION MEETINGS

1. **Project Coordination Meeting (Assume 4 meeting):** HWA will attend up to three (3) design team meetings with the City and/or design team to discuss aspects of the project. HWA assumes these meetings will be held virtually and be up to 1-hour in length.
2. **Invoice Generation and Processing:** HWA will prepare monthly invoices, and progress reports for the duration of the design phase of the project.

Deliverables:

- Geotechnical Subsurface Exploration Plan
- Draft Geotechnical Engineering Report
- Final Geotechnical Engineering report

Assumptions:

- One (1) day of drilling with up to two (2) geotechnical borings will be completed in support of development of the design for the intersection.
- Access to the site and all required exploration permits and right of entries will be provided to HWA by the City at no cost to HWA.
- All Geotechnical Explorations will be completed during daylight weekday work hours. Anticipated work hours will be from 8AM to 5PM.
- Exploration locations will be accessible by truck- or track-mounted rigs.
- HWA assumes no concrete pavement or slab at the exploration locations and assumes that coring will not be required prior to drilling the proposed explorations.
- If contaminated soils and/or ground water are encountered, the material will be properly contained on-site for disposal as mutually agreed upon without additional cost to HWA.
- All non-contaminated drilling spoils and related debris will be drummed on site and transported off site for disposal by the drilling subcontractor.
- Exploration locations will be located using handheld GPS and measurement from existing known features.
- Soil samples will be collected from the borings using the Standard Penetration Test (SPT) at intervals of about 2½ feet to a depth of 20 feet and at intervals of about 5 feet to the depth of termination.
- Design and implementation of any dewatering systems will be the responsibility of the contractor.
- Utility locates, via the One-Call Utility Locate Center, will be comprehensive and accurate enough to allow reliable and safe location of explorations. Vacuum extraction of borings is not included.

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- Following submittal of the draft geotechnical report, all soil samples will be disposed. Long-term storage of soil samples by the Consultant is not included.

TASK 4.6: SMALL SCALE PILOT INFILTRATION TESTS – AS NEEDED

In the event that HWA's grain size analysis indicates that the soils near the base of the proposed infiltration facility are determined to be suitable for onsite infiltration, the completion of small scale pilot infiltration testing will be required to determine the design infiltration rate per the Stormwater Management Manual for Western Washington (SWMMWW). Completion of these tests will include the following tasks.

1. **Generate Small Scale Pilot Infiltration Test Exploration Memo:** HWA shall generate a field exploration memo that outlines our proposed small-scale pilot infiltration test exploration program. The memo will include a narrative explaining the type, depth, location and timing of our proposed small-scale pilot infiltration tests. Traffic control plans will be included, as appropriate.
2. **Plan and Coordinate Small Scale Pilot Infiltration Tests:** HWA will work with a local contractor to schedule the completion of the small-scale pilot infiltration test.
3. **Obtain Hydrant Permit and Rent Required Equipment:** Given the anticipated gravel material at the site, HWA anticipates a hydrant will be required to conduct the infiltration test. HWA will coordinate with the city to obtain a hydrant use permit and rent any required equipment needed to access the hydrant.
4. **Mark and Verify Utility Locates:** Prior to conducting the small-scale pilot infiltration testing program, HWA will mark the proposed test locations and notify the one- call utility locating service to have underground utilities located in the vicinity of the proposed test.
5. **Conduct Pilot Infiltration Testing (PIT):** HWA will conduct one (1) small-scale PIT single ring infiltration test at the location of proposed infiltration system to be constructed. The test will be conducted at a depth determined by the design team.

HWA will contract with a local contractor to set up the small-scale Pilot infiltration test. This preparation will be conducted in the shoulder alongside the roadway outside of active travel lanes. Shoulder closures will be utilized.

The following morning, HWA will conduct the small-scale PIT. Water for the test will be obtained from water fire hydrants near the intersection. Per the department of ecology manual, each small-scale pilot infiltration test will take approximately 8 hours to conduct.

Upon completion of testing, the excavation will be extended at least 5 feet below the base of the test to note if groundwater is present below the test location. If groundwater is encountered, depending upon the depth and type of facility to be used, a mounding analysis may be required.

Upon completion, the excavation will be backfilled with the previously excavated soils and compacted with a Hoe Pack. The surface conditions will be covered with gravel.

6. **Generate Small Scale PIT Log and Assign Laboratory Testing:** All of the soil samples retrieved from the PIT test will be sealed in plastic bags and taken to our Bothell, Washington office for further examination and testing.

7. **Conduct Infiltration Rate Analysis:** HWA will evaluate the data obtained from the small-scale PIT test and determine an appropriate infiltration rate for use in design of potential infiltration facilities.
8. **Provide Recommendations for Infiltration:** HWA will present the findings of our PIT and Infiltration Rate Analysis in our final geotechnical engineering report.

Deliverables:

- Small-Scale Infiltration Recommendations will be incorporated into the Geotechnical Engineering Report. No standalone report will be produced.
- HWA assumes that one (1) small-scale pilot infiltration test will be suitable. If additional tests are determined to be necessary as a result of our subsurface investigation or determination by the design team, additional costs may be incurred.

TASK 5: RIGHT-OF-WAY SERVICES (RES GROUP NW)

The Project requires partial acquisition of 4 properties, 2 cottage residential zoned properties and 2 neighborhood business zoned properties. It is not anticipated that the acquisition will impact current utilization of the property.

The project is currently funded with Federal Funds. To ensure the City's ability to use blended funds in the future all acquisition activities will follow Federal Highways Administration policies and procedures as well as all applicable federal, state and local laws, including, but not limited to the Uniform Relocation Assistance and Real Property Acquisition Police Act of 1970 and its amendments, 49CFR Part 24, and state Revised Guidelines and by reference the WSDOT Right of Way Manual.

Preliminary Right-of-Way Services

ROWFE and Appraisals

Following review of the right-of-way plan, RESGNW will prepare a ROWFE (Right of Way Funding Estimate) and schedule for all impacted parcels following WSDOT standards.

Note: Final acquisition services are anticipated to be included in a future amendment to this contract.

TASK 6: WSDOT COORDINATION (KPFF)

The CONSULTANT will establish coordination with WSDOT during the project. The CONSULTANT will perform the following tasks:

- KPFF to hold (3) coordination meetings with WSDOT.
 - (1) Kick-off meeting.
 - (1) 1st Check-in progress meeting.

- (1) 2nd Check-in progress meeting.
- KPFF to coordinate with WSDOT throughout project duration.

TASK 7: CIVIL DESIGN (KPFF)

TASK 7.1: DESIGN PLANS

The CONSULTANT shall prepare construction plans for the proposed improvements. Plan series are anticipated for this project:

- Cover, Index, General Notes
- Site Preparation
- Typical Roadway Sections
- Paving Plans
- Drainage Plans
- Channelization and Signing Plans
- TESC Plan (to be combined with Site Preparation)
- Paving Details
- Roundabout Detail
- Driveway Profiles
- Curb Return and Ramp Details
- Drainage Details
- Drainage Profiles

Deliverables:

- 30%, 60%, 90%, Final Plans. Submitted in PDF format.
- Utility conflict figures.

Assumptions:

- The CITY shall provide or make available the following items to the CONSULTANT:
 - Updated utility contact information.
 - One set of consolidated review comments for each Major Milestone Submittal (30%, 60%, and 90%).
- The CONSULTANT's deliverables, including record drawings, are limited to the sealed and signed hard copies. Computer-generated files furnished by the CONSULTANT are for the CITY or other's convenience. Any conclusions or information derived or obtained from these files will be at user's sole risk.

- Contractor will submit the final traffic control plan to the City for approval prior to construction.

TASK 7.2: COST ESTIMATE

The CONSULTANT will develop a construction cost estimate based on the CONSULTANTS past project experience, WSDOT's historical bid analysis, and input from the CITY. Items will be listed by standard bid item number and specification location.

Deliverables:

- 30%, 60%, 90%, Final Cost Estimates. Submitted in Excel format.

TASK 7.3: SPECIFICATIONS

The CONSULTANT will develop contract specifications based on the APWA/WSDOT unit bid format and generated using WSDOT's PSE program. It is assumed that the CITY will provide limited boilerplate specifications for Division 0 and Division 1, with the CONSULTANT making any necessary project specific modifications.

Deliverables:

- 60% and Final Specifications. Submitted in Word format.

Assumptions:

- The CITY will provide Front End and Division 1 templates.
- The CITY will provide North Bend General Special Provisions.

TASK 8: STORMWATER ANALYSIS (KPFF)

All stormwater management elements of the roadway shall be designed in accordance with the requirements of City of North Bend Public Works Standards, and 2021 King County Surface Water Design Manual. The CONSULTANT will perform the following tasks:

1. Conduct a site visit to field-verify existing conditions, utility as-builts, drainage sub-basin delineations, and to generally confirm accuracy of survey base mapping. A maximum of two (2) site visits is anticipated.
2. Calculate impervious surfaces of proposed project footprint and identify stormwater Minimum Requirements as provided in stormwater regulations.
3. Perform conceptual stormwater design to address collection, conveyance, flow control, and water quality treatment facilities as required by the stormwater Minimum Requirements listed in stormwater regulations.
4. Prepare a Draft and Final Hydraulic Report in conformance with KCSWDM standards.

Deliverables:

- Draft and Final drainage report, submitted in PDF and Word formats.

Assumptions:

- Conveyance design will only include stormwater systems within the limits of the project.
- Downstream conveyance capacity calculations on the existing stormwater conveyance systems will not be performed as part of this scope.
- CITY will provide documentation on existing drainage issues in the project site and the surrounding conveyance systems.
- Contractor to provide Stormwater Pollution Prevention Plan (SWPPP).

TASK 9: ILLUMINATION DESIGN (DKS)

DKS will provide lighting analysis and design for the roundabout and approaches, and design of solar-powered RRFBs for the crosswalks at the roundabout.

Assumptions:

The following list is included to confirm the understanding and will be used to guide the work.

- The city will provide existing lighting as-builts near the North Bend Way and Mt Si Road intersection.
- KPFF will provide roundabout and street design in AutoCAD format for the corridor design.
- PSE will perform the lighting analysis and provide pole location and foundation information for DKS to incorporate into the design plans.
- PSE will install the lighting pole, arm, and luminaires after the contractor builds the foundation and conduit system.
- PSE will provide the power drop location for the street lighting.
- The RRFB will be solar-powered.
- KPFF will design the pavement marking and permanent signing.

TASK 9.1: PROJECT MANAGEMENT

DKS will provide project management administrative services, including:

- Project set-up and agreement execution
- Preparation of monthly progress reports, invoices, and record keeping
- Design coordination
- Schedule and budget monitoring
- QA/QC

DKS staff will attend one project kickoff meeting and up to four (4) one-hour virtual coordination meetings throughout the duration of the project. Level of effort for this task is based on an average of one DKS staff member at each meeting.

TASK 9.2: 30% DESIGN

DKS will develop 30% conceptual lighting and RRFB design plans based on discussion with the City and project team. PSE will perform the lighting analysis and provide pole location and foundation information. DKS will design the 30% lighting plan with the input from PSE. DKS will verify to ensure the lighting pole locations fit with the draft roundabout layout design developed by KPFF.

The 30% lighting design plan will show the lighting concept and light pole locations only and will not include conduits, wiring, power source, and service cabinet details. PSE will install the lighting pole, arm, and luminaires after the contractor builds the foundation and conduit system.

The 30% of design plans will be in AutoCAD format following the City of North Bend's standard plan and CAD standards.

DKS will prepare quantity takeoffs and prepare a 30% level of cost estimate for the street lighting in lump sum. The cost estimate will not include the lighting pole, arm, and luminaire cost.

Deliverables:

- 30% lighting and RRFB design plans (PDF format)
- 30% cost estimate (PDF and Excel format)

TASK 9.3: 60% DESIGN

DKS will revise the lighting and RRFB design based on PSE's lighting analysis, city comments, and discussion with the City and project team. The 60% design plan will include conduits and wiring schedule. PSE's lighting analysis will be finalized before the 60% design.

The 60% design plans will be in AutoCAD format following the City of North Bend's standard plan and CAD standards.

DKS will prepare project specifications based on applicable amendments and general or American Public Works Association (APWA) special provisions to the WSDOT Standard Specifications.

DKS will prepare quantity takeoffs and prepare a 60% estimate of probable construction costs. The street lighting cost will be lump sum. The cost estimate will not include the lighting pole, arm, and luminaire cost.

DKS will provide documentation of our QA/QC process to KPFF for review, and copies of QA/QC mark-ups will be submitted as part of each design submittal.

Deliverables:

- 60% lighting and RRFB design Plans (PDF format)
- 60% cost estimate (PDF and Excel formats)
- 60% Specification for lighting and RRFB

TASK 9.4: FINAL DESIGN

DKS will revise the lighting and RRFB design plans based on city comments and discussion with the City and project team. The final design plan will include wiring schedule. The final design plans will be in AutoCAD format following the City of North Bend's standard plan and CAD standards.

DKS will prepare project specifications based on applicable amendments and general or American Public Works Association (APWA) special provisions to the WSDOT Standard Specifications.

DKS will prepare quantity takeoffs and prepare a final estimate of probable construction costs. The street lighting cost will be lump sum.

DKS will provide documentation of our QA/QC process to KPFF for review, and copies of QA/QC mark-ups will be submitted as part of each design submittal.

Deliverables:

- Final lighting and RRFB design Plans (PDF format)
- Final cost estimate (PDF and Excel formats)
- Final Specification for lighting and RRFB

TASK 10: LANDSCAPE ARCHITECTURE (HBB)

TASK 10.1: 30% SUBMITTAL

- Attend a kickoff meeting and site visit meeting with the design team and the city.
- Develop up to three (3) concepts for the roundabout that incorporates native planting and ideas from other local roundabouts for City review. Concepts include a color rendered plan view, section, and images of plants and other materials for each concept, developed on a 22" x 34" PDF.
- Prepare for and attend up to two (2) meetings with design team, city staff and/or regulatory agencies.

TASK 10.2: 90% SUBMITTAL

- 90% Landscape Plans (4 sheets)
- 90% Irrigation Plans (4 sheets)
- 90% cost estimate for planting and irrigation.
- Draft special provisions based on 90% design documents.
- Prepare for and attend up to two (2) meetings with the design team, city staff and/or regulatory agencies.

TASK 10.3: 100% SUBMITTAL

- 100% Landscape Plans (4 sheets)
- 100% Irrigation Plans (4 sheets)
- 100% cost estimate for planting and irrigation.
- Draft special provisions based on 100% design documents.
- Prepare for and attend up to two (2) meetings with the design team, city staff and/or regulatory agencies.

Assumptions:

- The above fee assumes that the project will be developed as a single package. Bid alternates, bid additives, or subsequent repackaging of the project into separate phases is not included.
- The fee is an estimate of how we expect to allocate our time. We reserve the right to move time between tasks as needed to accomplish the overall goals of the project.
- A recent topographic survey of the project site will be provided in AutoCAD 2019 or later file version.
- Scope items not explicitly mentioned within this scope and fee are considered outside of this scope and considered as additional services.
- No public artists or public art is included.
- Existing wayfinding signs will be relocated or revised as needed. Any new signs will be similar in style and scale as existing signs and shown on the Planting Plans and Details.
- Specifications will be special provisions based on the latest version of the Washington State Standard Specifications, incorporating City of North Bend standards and Regional Special Provisions.
- Construction documents for urban design features will be completed by KPFF with design input by HBB. Details are limited to different paving materials, textures, colors to be located within splitter islands and the center of the roundabout. Site furnishings are not included.

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- Civil to provide irrigation water meter and any electrical connections required for a remote controller.
- Scope and fee is based on one (1) plan sheet for all site improvements based on a 1" = 20' scale at 22" x 34" sheet.
- Total project duration is assumed to be approximately 15 months from January 2024 to March of 2025.
- All meetings are assumed to be virtual, 1 hour duration, except for the on-site kick-off meeting.
- No public engagement, special meetings or graphics are included except as identified in Task 1.
- No plans, estimate or special provisions are included in the 30% submittal.
- Construction administration services are not included at this time.

TASK 11: COMMUNITY OUTREACH (KPFF)

The CONSULTANT will support the CITY in outreach efforts including the sharing of project information, creating simple graphics that show the proposed improvements, and attendance at one (1) Open House meeting.

Deliverables:

- Two (2) staff will attend one (1) Open House meeting. The CITY will set up the time and location of the meeting and send out invitations to the general public. The CONSULTANT will provide graphics for the meeting.

Assumptions:

- Open house sessions will be in person.
- The CITY will provide the meeting space and send out invitations.

TASK 12: UTILITY COORDINATION (KPFF)

The CONSULTANT will coordinate with utility purveyors that have facilities located within the project site. Utilities will be identified using best information possible and initial notification of the project will be made. Plan sheet figures will be created to show locations of potential conflicts. Utility companies that are potentially affected by the project will be notified and expectations of relocations and schedule will be communicated to them.

Deliverables:

- Utility coordination plan sheet figures.
- Attendance at up to four (4) utility coordination meetings.

Assumptions:

- The City will provide current contact information of utility company representatives and current as-builts.

TASK 13: GRANT FUNDING (KPFF)

The CONSULTANT will support the City's grant application efforts by providing relevant project information and figures.

Deliverables:

- Figures to support application(s) for grant funding. One (1) plan view and one (1) section view figure are anticipated.
- Cost estimate and other relevant project information needed to complete the grant application.

Assumptions:

- The City will submit all application(s) for grant funding.

TASK 14: CULTURAL RESOURCES

Cultural Resources Consultant (CRC) will conduct the following to support NEPA/Section 106 compliance for the project. CRC will:

- Attend up to two (2) hours of virtual meetings.
- Prepare documentation to define the project's area of potential effects (APE) for cultural resources for WSDOT's use in Section 106 consultation.
- Conduct a search of site files recorded at Washington Department of Archaeology and Historic Preservation (DAHP); review relevant correspondence between the Project proponent, stakeholders, and DAHP; and review pertinent environmental, archaeological, ethnographic, and historical information appropriate to the Project area.
- Contact the cultural resources staff of tribes that may have an interest in the Project area.
- Provide a field investigation of the APE for identification of archaeological and historic resources and, if necessary, excavation of shovel test probes or other exploratory excavations in environments that might contain buried archaeological deposits. Field methods will be consistent with DAHP guidelines.
- Document and record archaeological and historic resources within the Project location, including preparation of Washington State archaeological and/or historic site(s) forms. Documentation will be consistent with DAHP standards.

- Prepare a Technical Memorandum describing background research, field methods, result of investigations, inadvertent discovery plan, and management recommendations. The report will provide supporting documentation of findings, including maps and photographs, and will conform to DAHP reporting standards.

Deliverables:

- Draft and Final APE document will be provided electronically in Word format.
- Draft and Final Report (and inventory forms, if completed) will be provided electronically in PDF format.

Assumptions:

- No more than one archaeological resource will be identified and recorded.
- No more than three (3) historic resources will be identified and recorded.
- No more than four (4) shovel test probes will be excavated.
- No private utility locates will be required.
- CONSULTANT will coordinate right-of-entry for CRC to conduct field investigations on private property as needed if the APE extends beyond existing public right-of-way.

TASK 15: MANAGEMENT RESERVE (KPFF)

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. Any additional work or funds under this item are not to be used unless explicitly authorized by the City. All funds to be held until authorized by the City.

City of North Bend

North Bend Way and Mt. Si Rd Roundabout

Date: 11/17/2023

Fee Proposal Summary:

	Description	KPFF Civil	Furtado	HWA	RES Group NW	HBB	DCG Watershed	CRC	DKS	Total Cost
Task 1	Project Management and Administration	\$ 16,548	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 16,548
1.1	Monthly Progress Reporting and Invoicing	\$ 3,094	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,094.35
1.2	Schedule	\$ 1,644	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,643.91
1.3	Project Meetings	\$ 6,634	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,634.20
1.4	Management and Quality Control	\$ 5,175	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,175.20
Task 2	Survey	\$ -	\$ 37,836	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 37,836
2.1	Project Management / Administration	\$ -	\$ 3,361	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,360.67
2.2	Topographic Survey	\$ -	\$ 13,304	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 13,303.76
2.3	Drafting Basemap	\$ -	\$ 19,772	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 19,771.53
	Reimbursable	\$ -	\$ 1,400	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,400.00
Task 3	Environmental Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 11,993	\$ -	\$ -	\$ 11,993
3.1	NEPA Technical Analysis	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 9,947	\$ -	\$ -	\$ 9,946.55
3.2	SEPA Coordination	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,046	\$ -	\$ -	\$ 2,046.41
Task 4	Geotechnical Services	\$ -	\$ -	\$ 65,692	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 65,692
4.1	Project Setup	\$ -	\$ -	\$ 1,302	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,302.04
4.2	Geotechnical Field Explorations	\$ -	\$ -	\$ 8,636	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 8,636.45
4.3	Geotechnical Analysis and Recomendaitons	\$ -	\$ -	\$ 16,556	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 16,556.14
4.4	Plan and Specification Review and Input	\$ -	\$ -	\$ 1,879	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,879.30
4.5	Project Management and Coord. Meetings	\$ -	\$ -	\$ 3,949	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,949.42
4.6	Field Infiltration Testing PIT (AS NEEDED)	\$ -	\$ -	\$ 13,392	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 13,392.43
	Reimbursable - Drilling	\$ -	\$ -	\$ 9,384	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 9,383.68
	Reimbursable - PIT	\$ -	\$ -	\$ 10,592	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 10,592.34
Task 5	Right-of-Way	\$ -	\$ -	\$ -	\$ 2,306	\$ -	\$ -	\$ -	\$ -	\$ 2,306
5.1	Preliminary Right-of-Way Services	\$ -	\$ -	\$ -	\$ 2,306	\$ -	\$ -	\$ -	\$ -	\$ 2,305.58
	Reimbursable	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Task 6	WSDOT Coordination	\$ 6,615	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,615
6.1	General Coordination	\$ 3,777	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,777.01
6.2	Coordination Meetings	\$ 2,838	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,837.60
Task 7	Civil Design	\$ 130,721	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 130,721
7.1	Design Plans	\$ 114,908	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 114,908.24
7.2	Cost Estimate	\$ 10,006	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 10,005.97
7.3	Specifications (Div. 1-9)	\$ 5,806	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,806.39
Task 8	Stormwater Analysis	\$ 28,329	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 28,329
8.1	Basin Delineation and Figures	\$ 9,903	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 9,903.10
8.2	Stormwater Calculations	\$ 6,249	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,249.18
8.3	Draft Drainage Report	\$ 7,687	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,686.84
8.4	Final Drainage Report	\$ 4,490	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,489.62
Task 9	Illumination Design	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 51,122
9.1	Project Management	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 14,536
9.2	30% Design	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 12,888
9.3	60% Design	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 13,679
9.4	Final Design	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 9,421
	Reimbursable	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 598

City of North Bend

North Bend Way and Mt. Si Rd Roundabout

Date: 11/17/2023

Fee Proposal Summary:

	Description	KPFF Civil	Furtado	HWA	RES Group NW	HBB	DCG Watershed	CRC	DKS	Total Cost
Task 10	Landscape Architecture	\$ -	\$ -	\$ -	\$ -	\$ 30,872	\$ -	\$ -	\$ -	\$ 30,872
10.1	30% Submittal	\$ -	\$ -	\$ -	\$ -	\$ 6,462	\$ -	\$ -	\$ -	\$ 6,461.68
10.2	90% Submittal	\$ -	\$ -	\$ -	\$ -	\$ 18,045	\$ -	\$ -	\$ -	\$ 18,045.43
10.3	100% Submittal	\$ -	\$ -	\$ -	\$ -	\$ 6,265	\$ -	\$ -	\$ -	\$ 6,264.68
	Reimbursable	\$ -	\$ -	\$ -	\$ -	\$ 100	\$ -	\$ -	\$ -	\$ 100.00
Task 11	Community Outreach	\$ 4,951	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,951
11.1	Community Outreach Support	\$ 4,951	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,951.21
Task 12	Utility Coordination	\$ 7,251	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,251
12.1	Utility Conflict Tracking	\$ 3,366	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,366.03
12.2	Utility Coordination	\$ 3,885	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,884.66
Task 13	Grant Funding	\$ 2,710	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,710
13.1	Grant Funding Support	\$ 2,710	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,710.46
Task 14	Cultural Resources	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,358	\$ -	\$ 7,358
14.1	APE	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 621	\$ -	\$ 620.89
14.2	Background Research	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,326	\$ -	\$ 1,326.25
14.3	Correspondence & Meetings	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 431	\$ -	\$ 431.43
14.4	Field Investigations	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 600	\$ -	\$ 600.35
14.5	Record Archaeological and/or Historic Sites	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,675	\$ -	\$ 2,675.32
14.6	Cultural Resources Assessment Technical Memo	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,655	\$ -	\$ 1,654.96
	Reimbursable	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 49	\$ -	\$ 49.13
Task 15	Management Reserve	\$ 10,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 10,000
		\$ 10,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
	Total Project Cost	\$ 207,124	\$ 37,836	\$ 65,692	\$ 2,306	\$ 30,872	\$ 11,993	\$ 7,358	\$ 51,122	\$ 414,302

Council Packet December 5, 2023

City of North Bend

North Bend Way and Mt. Si Rd Roundabout

Consultant: KPFF

Date: 11/17/2023

TASK	DESCRIPTION		Principal	Project Manager	Sr. Drainage Engineer	Civil Engineer	Design Engineer	CAD	Admin.	Total Hours	
			Ron Leimkuhler	Nathan Anderson	Eric Mendel	Jill Shinn	Will Sherpa	Michael Vu	Samantha Pier		
Task 1	Project Management and Administration										\$ 16,548
1.1	Monthly Progress Reporting and Invoicing			8					16	24	\$ 3,094
1.2	Schedule			8						8	\$ 1,644
1.3	Project Meetings			24	8					32	\$ 6,634
1.4	Management and Quality Control		8	8	8					24	\$ 5,175
Task 6	WSDOT Coordination										\$ 6,615
6.1	General Coordination			8		8		8		24	\$ 3,777
6.2	Coordination Meetings			8		8				16	\$ 2,838
Task 7	Civil Design										\$ 130,721
7.1	Design Plans										\$ 114,908
7.1.1	Cover, Index, General Notes			1		4		20		25	\$ 3,151
7.1.2	Site Preparation and TESC			4		24	24	36		88	\$ 11,402
7.1.3	Typical Roadway Sections			4		24		40		68	\$ 9,100
7.1.4	Drainage Plans			2	20	8	32	40		102	\$ 14,253
7.1.5	Channelization and Signing Plans			4		16		32		52	\$ 6,967
7.1.6	Paving Plans			8		40		80		128	\$ 17,006
7.1.7	Paving Details			2		12		20		34	\$ 4,550
7.1.8	Roundabout Details			8		32		24		64	\$ 9,237
7.1.9	Curb Return and Ramp Details			8		28		20		56	\$ 8,170
7.1.10	Drainage Details			2	10	8	24	32		76	\$ 10,262
7.1.11	Drainage Profiles			2	20	8	32	40		102	\$ 14,253
7.1.12	Construction Sequencing and Detour Plans			2		16		32		50	\$ 6,556
7.2	Cost Estimate										\$ 10,006
7.2.1	30% Quantities and Cost Estimate			4		16	4			24	\$ 3,671
7.2.2	60% Quantities and Cost Estimate			2		16	4			22	\$ 3,260
7.2.3	90% Quantities and Cost Estimate			2		8	2			12	\$ 1,836
7.2.4	Final Quantities and Cost Estimate			2		4	2			8	\$ 1,239
7.3	Specifications (Div. 1-9)										\$ 5,806
7.3.1	Draft Special Provisions			4	2	8	4			18	\$ 2,903
7.3.2	Final Special Provisions			4	2	8	4			18	\$ 2,903
Task 8	Stormwater Analysis										\$ 28,329
8.1	Basin Delineation and Figures				16		40	16		72	\$ 9,903
8.2	Stormwater Calculations				12		32			44	\$ 6,249
8.3	Draft Drainage Report				10		40	8		58	\$ 7,687
8.4	Final Drainage Report				8		16	8		32	\$ 4,490
Task 11	Community Outreach										\$ 4,951
11.1	Community Outreach Support			16		8		4		28	\$ 4,951

Council Packet December 5, 2023

City of North Bend

North Bend Way and Mt. Si Rd Roundabout

Consultant: KPFF

Date: 11/17/2023

Task	Description	Principal	Project Manager	Sr. Drainage Engineer	Civil Engineer	Design Engineer	CAD	Admin.	Total Hours	
		Ron Leimkuhler	Nathan Anderson	Eric Mendel	Jill Shinn	Will Sherpa	Michael Vu	Samantha Pier		
Task 12	Utility Coordination									\$ 7,251
12.1	Utility Conflict Tracking		6		8		8		22	\$ 3,366
12.2	Utility Coordination		16		4				20	\$ 3,885
Task 13	Grant Funding									\$ 2,710
13.1	Grant Funding Support		8		4		4		16	\$ 2,710
Task 15	Management Reserve									\$ 10,000
15.1	Management Reserve - AS NEEDED									\$ 10,000
Total Hours		8	175	116	320	260	472	16	1367	
Direct		\$81.20	\$72.99	\$75.59	\$53.00	\$41.02	\$41.71	\$32.20		
151.53% OH		\$123.04	\$110.60	\$114.54	\$80.31	\$62.16	\$63.20	\$48.79		
30.00% Fee		\$24.36	\$21.90	\$22.68	\$15.90	\$12.31	\$12.51	\$9.66		
		\$228.60	\$205.49	\$212.81	\$149.21	\$115.48	\$117.43	\$90.65		
All Inclusive Hourly Rate		\$228.60	\$205.49	\$212.81	\$149.21	\$115.48	\$117.43	\$90.65		Sub-Totals
Sub-Total Burdened Labor Cost		\$ 1,829	\$ 35,961	\$ 24,686	\$ 47,747	\$ 30,026	\$ 55,425	\$ 1,450		\$ 207,124
REIMBURSABLES										
Direct Expenses		Quant.	Unit			Unit Cost			Sub-Totals	Totals
Mileage									\$ -	\$ -
Regraphics		0	LS			\$ -			\$ -	\$ -
Travel									\$ -	\$ -
Subcontract									\$ -	\$ -
Total Reimbursables										\$ -
Total Firm Cost										\$ 207,124

Council Packet December 5, 2023

City of North Bend
 North Bend Way and Mt. Si Rd Roundabout
 Contract No.
 Furtado
 Date: 11/17/2023

TASK	DESCRIPTION		Dept Manager	Survey Manager II	Project Manager II	Survey Manager III	Engineering Technician VII	Engineering Technician V	Engineering Technician III	Sr Field Team Lead	Surveyor II	Sr Projects Admin	Total Hours	
			Kumpula, Matthew	Albert, Val J	Reavis, Kathryn	Becker, Jonathan	Bolma, Francisco	Alimova, Alexandra	Ehridge, Ryan C	Manalo, Alfonso R	Goode, Peter K	Goldberry, Jessica K		
Task 2	Survey													\$ 36,436
2.1	Project Management / Administration		6		5								6	17 \$ 3,361
2.2	Topographic Survey									55	50		105	\$ 13,304
2.3	Drafting Basemap		28	49					49				126	\$ 19,772
Total Hours			6	28	54	0	0	0	49	55	50	6	248	
	Direct		\$84.56	\$76.07	\$57.13	\$79.63	\$55.12	\$45.43	\$34.73	\$49.87	\$34.38			\$55.68
	168.17% OH		\$142.20	\$127.92	\$96.08	\$133.91	\$92.70	\$76.40	\$58.40	\$83.87	\$57.81			\$93.64
	30.00% Fee		\$25.37	\$22.82	\$17.14	\$23.89	\$16.54	\$13.63	\$10.42	\$14.96	\$10.31			\$16.70
			\$252.12	\$226.80	\$170.36	\$237.42	\$164.35	\$135.46	\$103.54	\$148.71	\$102.50			\$166.03
	All Inclusive Hourly Rate		\$252.12	\$226.80	\$170.36	\$237.42	\$164.35	\$135.46	\$103.54	\$148.71	\$102.50			Sub-Totals
	Sub-Total Burdened Labor Cost		\$ 1,513	\$ 6,351	\$ 9,199	\$ -	\$ -	\$ -	\$ 5,074	\$ 8,179	\$ 5,125	\$ 996		\$ 36,436
REIMBURSABLES														
Direct Expenses			Quantity	Unit		Unit Cost							Sub-Totals	Totals
	Survey Vehicle		6	Day		\$ 60.00							\$ 360	\$ 360.00
	Title		0	Ea		\$ 830.00							\$ -	\$ -
	Travel		0	LS		\$ -							\$ -	\$ -
	Subcontract		8	HR		\$ 130.00							\$ 1,040	\$ 1,040.00
	Total Reimbursables													\$ 1,400
	Total Firm Cost													\$ 37,836

Council Packet December 5, 2023

City of North Bend
North Bend Way and Mt. Si Rd Roundabout
Contract No.
HWA
Date: 11/17/2023

TASK	DESCRIPTION		Principal IX	Geotech Engineer VII	Geotech Engineer V	Geologist VI	Geologist III	Geotech Engineer II	Contractors Admin	CAD	Total Hours	
Task 4	Geotechnical Services											\$ 32,323
4.1	Project Setup											\$ 1,302
4.1.1	Project Setup				2				2			4 \$ 715
4.1.2	Review Available Site, Subsurface, and Geologic Information				1	3						4 \$ 587
4.2	Geotechnical Field Explorations											\$ 8,636
4.2.1	Perform Site Reconnaissance				3	3						6 \$ 981
4.2.2	Plan the Geotechnical Field Exploration Program				2	4						6 \$ 914
4.2.3	Mark and Verify Utility Locates (two site visits)					6				1		7 \$ 888
4.2.4	Prepare Site and Exploration Plan with Traffic Control Plans and Permits		1	4						2	7	7 \$ 1,280
4.2.5	Coordinate with Subcontractors for Proposed Explorations				1	2						3 \$ 457
4.2.6	Conduct Geotechnical Boring (Assume 1 Day)				1	10						11 \$ 1,496
4.2.7	Prepare Summary Logs and Assign Laboratory Testing			1	2	4						7 \$ 1,187
4.2.8	Conduct Groundwater Monitoring (2 visits)				2	8						10 \$ 1,434
4.3	Geotechnical Engineering Analysis and Recommedaltons											\$ 16,556
4.3.1	Evaluate Field and Laboratory Data					2						2 \$ 394
4.3.2	Generate AASHTO Seismic Design Paramters			1	2							3 \$ 667
4.3.3	Conduct Infiltration Screening Analyses				1		2					3 \$ 479
4.3.4	Conduct Mounding Analysis Analyses and Provide Recommendation	12		4								16 \$ 4,560
4.3.5	Evaluate Liquefaction Potential				2		2					4 \$ 677
4.3.6	Luminaire and Signal Pole Design				2		2					4 \$ 677
4.3.7	Prepare Draft Geotechnical Report		5	14			3		2			24 \$ 4,766
4.3.8	HWA QA/QC	4	4									8 \$ 2,348
4.3.9	Prepare Final Geotechnical Report		4	4							1	9 \$ 1,988
4.4	Plan and Specification Review and Input											\$ 1,879
4.4.1	Review and Comment on the Geotechnical Aspects of the Submittals		4	4								8 \$ 1,879
4.5	Project Management and Coordination Meetings											\$ 3,949
4.5.1	Project Coordination Meeting (Assume 3 meetings)		3	3								6 \$ 1,409
4.5.2	Geotechnical Project Management and Invoicing (Assume 12 months)				8				6			14 \$ 2,540
Total Hours		16	23	64	0	40	9	8	6			166
	Direct	\$98.00	\$85.00	\$61.50	\$53.00	\$40.50	\$44.00	\$50.00	\$34.00			
	190.70% OH	\$186.89	\$162.10	\$117.28	\$101.07	\$77.23	\$83.91	\$95.35	\$64.84			
	30.00% Fee	\$29.40	\$25.50	\$18.45	\$15.90	\$12.15	\$13.20	\$15.00	\$10.20			
		\$314.29	\$272.60	\$197.23	\$169.97	\$129.88	\$141.11	\$160.35	\$109.04			
	All Inclusive Hourly Rate	\$314.29	\$272.60	\$197.23	\$169.97	\$129.88	\$141.11	\$160.35	\$109.04			Sub-Totals
	Sub-Total Burdened Labor Cost	\$ 5,029	\$ 6,270	\$ 12,623	\$ -	\$ 5,195	\$ 1,270	\$ 1,283	\$ 654			\$ 32,323
REIMBURSABLES												
Direct Expenses		Quantity	Unit				Unit Cost			Sub-Totals		Totals
Mileage	456	Mile					\$ 0.66			\$ 298.68		\$ 298.68
Field Supplies	2	days					\$ 50.00			\$ 100.00		\$ 100.00
GPS Unit	2	days					\$ 60.00			\$ 120.00		\$ 120.00
Water Level	3	days					\$ 30.00			\$ 90.00		\$ 90.00
Piezometer Rental	1	well					\$ 600.00			\$ 600.00		\$ 600.00
Geotechnical Laboratory Testing												
Natural Moisture Content	15	test					\$ 24.00			\$ 360.00		\$ 360.00
Combined Sieve & Hydrometer Analysis	4	test					\$ 275.00			\$ 1,100.00		\$ 1,100.00
Atterberg Limits (plasticity index)	2	test					\$ 250.00			\$ 500.00		\$ 500.00
	0											
Subcontractors												
Drilling Subcontractor	1	days					\$ 5,000.00			\$ 5,000.00		\$ 5,000.00
Private Utility Locator	2	locations					\$ 200.00			\$ 400.00		\$ 400.00
Traffic Control Plan	1	sheets					\$ 250.00			\$ 250.00		\$ 250.00
	-	-										
Subconsultant Mark-up (10%)	-	-										\$ 565.00
Total Reimbursables												\$ 9,384
Total Firm Cost												\$ 41,707

Council Packet December 5, 2023

City of North Bend
North Bend Way and Mt. Si Rd Roundabout
Contract No.
HWA
Date: 11/17/2023

TASK	DESCRIPTION		Principal IX	Geotech Engineer VII	Geotech Engineer V	Geologist VI	Geologist III	Geotech Engineer II	Contractors Admin	CAD	Total Hours	
Task 4	Geotechnical Services											\$ 13,392
4.6	Field Infiltration Testing PIT (AS NEEDED)										0	\$ -
4.6.1	Generate Small Scale Pilot Infiltration Test Memo			2	4		4				10	\$ 1,854
4.6.2	Plan and Coordinate Small Scale Pilot Infiltration Tests				4		2				6	\$ 1,049
4.6.3	Obtain Hydrant Permit and Rent Required Equipment				2		4				6	\$ 914
4.6.4	Mark and Verify Utility Locates (two site visits)						4				4	\$ 520
4.6.5	Conduct Pilot Infiltration Testing (PIT) (Assume 2 days)					2	20				22	\$ 2,992
4.6.6	Generate Small Scale PIT Log and Assign Laboratory Testing			2	4		2				8	\$ 1,594
4.6.7	Conduct Infiltration Rate Analysis	2	3	4							9	\$ 2,235
4.6.8	Incorporate PIT Testing into Geotechnical Report	2	3	4							9	\$ 2,235
Total Hours			4	10	24	0	36	0	0	0	74	
	Direct	\$98.00	\$85.00	\$61.50	\$53.00	\$40.50	\$44.00	\$50.00	\$50.00	\$34.00		
	190.70% OH	\$186.89	\$162.10	\$117.28	\$101.07	\$77.23	\$83.91	\$95.35	\$95.35	\$64.84		
	30.00% Fee	\$29.40	\$25.50	\$18.45	\$15.90	\$12.15	\$13.20	\$15.00	\$15.00	\$10.20		
		\$314.29	\$272.60	\$197.23	\$169.97	\$129.88	\$141.11	\$160.35	\$160.35	\$109.04		
	All Inclusive Hourly Rate	\$314.29	\$272.60	\$197.23	\$169.97	\$129.88	\$141.11	\$160.35	\$160.35	\$109.04		Sub-Totals
	Sub-Total Burdened Labor Cost	\$ 1,257	\$ 2,726	\$ 4,734	\$ -	\$ 4,676	\$ -	\$ 160.35	\$ 160.35	\$ 109.04		\$ 13,392
REIMBURSABLES												
Direct Expenses		Quantity	Unit		Unit Cost						Sub-Totals	Totals
Mileage	228	Mile		\$ 0.66							\$ 149.34	\$ 149.34
Field Supplies	2	days		\$ 50.00							\$ 100.00	\$ 100.00
GPS Unit	2	days		\$ 60.00							\$ 120.00	\$ 120.00
Hydrant Permit	1	-		\$ 250.00							\$ 250.00	\$ 250.00
Water Level	1	days		\$ 30.00							\$ 30.00	\$ 30.00
Geotechnical Laboratory Testing												
Natural Moisture Content	2	test		\$ 24.00							\$ 48.00	\$ 48.00
Atterberg Limits (plasticity index)	1	test		\$ 250.00							\$ 250.00	\$ 250.00
Cation Exchange & Organic Content	1	test		\$ 75.00							\$ 75.00	\$ 75.00
Combined Sieve & Hydrometer Analysis	1	test		\$ 275.00							\$ 275.00	\$ 275.00
Subcontractors												
Excavation Subcontractor	2	days		\$ 4,000.00							\$ 8,000.00	\$ 8,000.00
Private Utility Locator	1	locations		\$ 200.00							\$ 200.00	\$ 200.00
Traffic Control Plan	1	sheets		\$ 250.00							\$ 250.00	\$ 250.00
Subconsultant Mark-up (10%)	-	-		-								\$ 845.00
Total Reimbursables												\$ 10,592
Total Firm Cost												\$ 23,985

Council Packet December 5, 2023

City of North Bend
North Bend Way and Mt. Si Rd Roundabout
Contract No.

RES Group Northwest

Date: 11/17/2023

TASK	DESCRIPTION	Senior Agent	Total Hours
		Kristina Guzman	
Task 5	Right-of-Way		\$ 2,306
5.1	Preliminary Right-of-Way Services	15	15 \$ 2,306
Total Hours		15	15
	Direct	\$72.00	
	83.48% OH	\$60.11	
	30.00% Fee	\$21.60	
		\$153.71	
	All Inclusive Hourly Rate	\$153.71	
	Sub-Total Burdened Labor Cost	\$ 2,306	\$ 2,306
REIMBURSABLES			
Direct Expenses	Quantity	Unit	Sub-Totals
			Totals
Total Reimbursables			\$ -
Total Firm Cost			\$ 2,306

Council Packet December 5, 2023

City of North Bend

North Bend Way and Mt. Si Rd Roundabout

Contract No.

HBB

Date: 11/17/2023

TASK	DESCRIPTION	Principal	Project Manager	Design Staff	Computer Tech		Total Hours	
Task 10	Landscape Architecture							\$ 30,772
10.1	30% Submittal							\$ 6,462
10.1.1	Site Visit & Kick-Off Meeting			4			4	\$ 788
10.1.2	Concept Development	1	4	12	24		41	\$ 5,280
10.2.3	Meetings (2)			2			2	\$ 394
10.2	90% Submittal							\$ 18,045
10.2.1	Prepare 90% Landscape Plans (4 sheets)	2	8	16	36		62	\$ 8,143
10.2.2	Prepare 90% Irrigation Plans (4 sheets)	2	4	12	24		42	\$ 5,516
10.2.3	Prepare 90% cost estimate for planting and irrigation.	1	2	2	12		17	\$ 2,180
10.2.4	90% Special Provisions	1	8				9	\$ 1,812
10.2.5	Meetings (2)			2			2	\$ 394
10.3	100% Submittal							\$ 6,265
10.3.1	Prepare 100% Landscape Plans (4 sheets)	1	2	4	8		15	\$ 2,049
10.3.2	Prepare 100% Irrigation Plans (4 sheets)	1	2	4	8		15	\$ 2,049
10.3.3	Prepare 100% cost estimate for planting and irrigation.	1	1	2	4		8	\$ 1,143
10.3.4	100% Special Provisions	1	2				3	\$ 630
10.3.4	Meetings (2)			2			2	\$ 394
Total Hours		11	43	52	116		222	
	Direct	\$90.00	\$75.00	\$55.00	\$40.00			
	132.67% OH	\$119.40	\$99.50	\$72.97	\$53.07			
	30.00% Fee	\$27.00	\$22.50	\$16.50	\$12.00			
		\$236.40	\$197.00	\$144.47	\$105.07			
	All Inclusive Hourly Rate	\$236.40	\$197.00	\$144.47	\$105.07			Sub-Totals
	Sub-Total Burdened Labor Cost	\$ 2,600	\$ 8,471	\$ 7,512	\$ 12,188			\$ 30,772
REIMBURSABLES								
Direct Expenses	Quantity	Unit		Unit Cost			Sub-Totals	Totals
Mileage							\$ -	\$ -
Reprographics	1	LS		\$ 100.00			\$ 100	\$ 100.00
Travel							\$ -	\$ -
Subcontract							\$ -	\$ -
Total Reimbursables								\$ 100
Total Firm Cost								\$ 30,872

Council Packet December 5, 2023

City of North Bend
North Bend Way and Mt. Si Rd Roundabout
Contract No.

DCG Watershed

Date: 11/17/2023

TASK	DESCRIPTION	Principal	Senior Planner	Senior Ecologist	Arborist	Project Admin.	Total Hours	
		Kenny Booth	Mark Daniel	Ryan Kahlo	Lars Freeman-Wood	Sandy Jimenez		
Task 3	Environmental Services							\$ 11,993
3.1	NEPA Technical Analysis	4	32	10	10	2	58	\$ 9,947
3.2	SEPA Coordination	2	8			1	11	\$ 2,046
Total Hours		6	40	10	10	3	69	
	Direct	\$97.52	\$54.07	\$66.16	\$37.15	\$36.00		
	178.38% OH	\$173.96	\$96.45	\$118.02	\$66.27	\$64.22		
	30.00% Fee	\$29.26	\$16.22	\$19.85	\$11.15	\$10.80		
		\$300.73	\$166.74	\$204.02	\$114.56	\$111.02		
	All Inclusive Hourly Rate	\$300.73	\$166.74	\$204.02	\$114.56	\$111.02		Sub-Totals
	Sub-Total Burdened Labor Cost	\$ 1,804	\$ 6,670	\$ 2,040	\$ 1,146	\$ 333		\$ 11,993
REIMBURSABLES								
Direct Expenses	Quantity	Unit		Unit Cost			Sub-Totals	Totals
Mileage							\$ -	\$ -
Reprographics							\$ -	\$ -
Travel							\$ -	\$ -
Subcontract							\$ -	\$ -
Total Reimbursables							\$ -	
Total Firm Cost							\$ 11,993	

Council Packet December 5, 2023

City of North Bend
North Bend Way and Mt. Si Rd Roundabout
Contract No.

CRC

Date: 11/17/2023

TASK	DESCRIPTION		Principal Investigator	Projects Manager	Project Archaeologist II	Historic Built Environment	Admin. & Financial	Total Hours	
			Margaret Berger	Ian Kretzler	David Carlson	Jessica Gardner	Teresa Peterson		
14	Cultural Resources								\$ 7,309
14.1	APE		0.5	6.0				7	\$ 621
14.2	Background Research				16.0		0.5	17	\$ 1,326
14.3	Correspondence & Meetings		2.0	1.0			0.5	4	\$ 431
14.4	Field Investigations		0.5		6.0		0.5	7	\$ 600
14.5	Record Archaeological and/or Historic Sites			8.0		24.0		32	\$ 2,675
14.6	Cultural Resources Assessment Technical Memo		1.0	2.0	16.0		0.5	20	\$ 1,655
Total Hours			4	17	38	24	2	85	
			Direct	\$64.00	\$40.00	\$35.00	\$35.50	\$42.00	
			98.27% OH	\$62.89	\$39.31	\$34.39	\$34.89	\$41.27	
			30.00% Fee	\$19.20	\$12.00	\$10.50	\$10.65	\$12.60	
				\$146.09	\$91.31	\$79.89	\$81.04	\$95.87	
			All Inclusive Hourly Rate						Sub-Totals
			Sub-Total Burdened Labor Cost	\$ 584	\$ 1,552	\$ 3,036	\$ 1,945	\$ 192	\$ 7,309
REIMBURSABLES									
Direct Expenses		Quantity	Unit		Unit Cost		Sub-Totals	Totals	
	Mileage	75	mile		\$ 0.66		\$ 49	\$ 49.13	
	Reprographics						\$ -	\$ -	
	Travel						\$ -	\$ -	
	Subcontract						\$ -	\$ -	
	Total Reimbursables							\$ 49	
	Total Firm Cost							\$ 7,358	

Council Packet December 5, 2023

City of North Bend

North Bend Way and Mt. Si Rd Roundabout

Contract No.

DKS

Date: 11/17/2023

Task	Description		Principal Engineer	Project Manager	Project Engineer	Assistant Engineer	CAD Technician	Admin	Total Hours	
			Richard Hutchinson	Jerry Liu	Brennan Niehoff	Caleb Trap	Rebecca Snellings	Betsy McCarthy		
Task 9	Illumination Design									\$ 50,524
9.1	Project Management									\$ 14,536
9.1.1	General Project Management and invoicing		2	16				8	26	\$ 5,874
9.1.2	Coordination and Meetings (4)		1	8	8				17	\$ 3,804
9.1.3	QA/QC		1	12	8				21	\$ 4,858
9.2	30% Design									\$ 12,888
9.2.1	30% Plans		1	4	12	24	20		61	\$ 9,278
9.2.3	30% Cost Estimates				4	8	8		20	\$ 3,610
9.3	60% Design									\$ 13,679
9.3.1	60% Plans				2	12	28	24		66 \$ 9,478
9.3.2	60% Cost Estimates				2	4	12			18 \$ 2,987
9.3.3	60% Specifications				2	4				6 \$ 1,213
9.4	Final Design									\$ 9,421
9.4.1	Final lighting and RRRFB Plans			2	2	8	16	16		44 \$ 6,746
9.4.2	Final Cost Estimates				2	4	4			10 \$ 1,805
9.4.3	Final Specifications				2	2				4 \$ 870
Total Hours			7	56	70	92	60	8	293	
			Direct	\$103.15	\$84.14	\$54.81	\$47.21	\$36.63	\$40.43	
			183.13% OH	\$188.90	\$154.09	\$100.37	\$86.46	\$67.08	\$74.04	
			30.00% Fee	\$30.95	\$25.24	\$16.44	\$14.16	\$10.99	\$12.13	
				\$322.99	\$263.47	\$171.63	\$147.83	\$114.70	\$126.60	
			All Inclusive Hourly Rate	\$322.99	\$263.47	\$171.63	\$147.83	\$114.70	\$126.60	Sub-Totals
			Sub-Total Burdened Labor Cost	\$ 2,261	\$ 14,754	\$ 12,014	\$ 13,600	\$ 6,882	\$ 1,013	\$ 50,524
REIMBURSABLES										
Direct Expenses			Quantity	Unit		Unit Cost		Sub-Totals		Totals
Mileage			360	miles		\$ 0.66		\$ 238		\$ 237.60
Reprographics								\$ -		\$ -
Travel								\$ 360		\$ 360.00
Subcontract								\$ -		\$ -
Total Reimbursables										\$ 598
Total Firm Cost										\$ 51,122



City Council Agenda Bill

SUBJECT:	Agenda Date: December 5, 2023	AB23-144
Resolution Accepting Old Si View to New Si View Sidewalk Connection Capital Project	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 – Drew Bouta	
Fund Source: N/A	Public Works – Mark Rigos, P.E.	X
Timeline: Immediate		

Attachments: Resolution**SUMMARY STATEMENT:**

During the October 3, 2023 City Council meeting, the City Council approved a construction contract amount of \$36,714.00 including sales tax with Westerlund Excavation, LLC (contractor) to construct the Old Si View to New Si View Sidewalk Connection transportation capital project located off SE 10th Street in the New Si View Neighborhood and just south of Meadow Drive SE where it dead ends in the Old Si View Neighborhood. Construction consisted of removal of gardens, horseshoe pits, and fence; excavation for trail and sidewalk installation; concrete curb and gutter; two concrete ADA ramps; concrete sidewalk; a 5-foot wide paved (asphalt) trail with gravel shoulders and property restoration.

There were no change orders on the project and the contractor finished the work scope within the contracted timeline. The final project cost was \$36,029.00 including sales tax.

Project construction began October 16, 2023 and was physically completed November 3, 2023. All necessary documentation has been received by the City and the project is ready for close-out.

Retainage cannot be released until the project has been accepted by the City Council, all liens have been satisfied, and all taxes have been paid. Upon receipt of all necessary documentation, retainage shall be released.

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

COMMITTEE REVIEW AND RECOMMENDATION: This item was discussed at the November 28, 2023 Transportation and Public Works Committee meeting and was recommended for approval and placement on the Consent Agenda.

RECOMMENDED ACTION: **MOTION to approve AB23-144, a resolution accepting the Old Si View to New Si View Sidewalk Connection Capital Project as complete and authorizing the release of retainage.**

RECORD OF COUNCIL ACTION

Meeting Date	Action	Vote
December 5, 2023		

RESOLUTION

A RESOLUTION OF THE CITY OF NORTH BEND, WASHINGTON, ACCEPTING THE OLD SI VIEW TO NEW SI VIEW SIDEWALK CONNECTION PROJECT AS COMPLETE AND AUTHORIZING THE RELEASE OF RETAINAGE

WHEREAS, City of North Bend staff requested bids for the Old Si View to New Si View Sidewalk Connection Capital Project (Project); and

WHEREAS, Westerlund Excavation, LLC (Westerlund) submitted the lowest responsive and responsible bid; and

WHEREAS, the Project was awarded to Westerlund on October 3, 2023; and

WHEREAS, Westerlund Excavation, LLC started the work on October 16, 2023 and completed work on November 3, 2023; and

WHEREAS, the final cost of the project was \$36,029.00 including sales tax; and

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

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

Section 1. The City of North Bend accepts Westerlund Excavation, LLC work on the Old Si View to New Si View Sidewalk Connection Capital Project.

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

**PASSED BY THE CITY COUNCIL OF THE CITY OF NORTH BEND,
WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 5TH DAY OF
DECEMBER, 2023.**

CITY OF NORTH BEND:

APPROVED AS TO FORM:

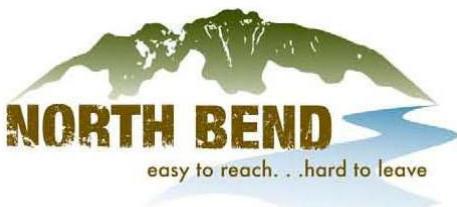
Rob McFarland, Mayor

Kendra Rosenberg, City Attorney

Effective:
Posted:

ATTEST/AUTHENTICATED:

Susie Oppedal, City Clerk



City Council Agenda Bill

SUBJECT:	Agenda Date: December 5, 2023	AB23-145
Motion Authorizing Contract Amendment #2 with RH2 for Engineering Review and Project Management	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 – Drew Bouda Public Works – Mark Rigos, P.E.	
Cost Impact: \$100,000		
Fund Source: Development Review		X
Timeline: Extends current contract to 12/31/2025		
Attachments: Second Amendment to Contract, 2024 Rate Sheet		
SUMMARY STATEMENT:		
<p>The City of North Bend (“City”) employed two development review engineers from the years 2016 - 2021. These two positions assisted the City’s Public Works and Community & Economic Departments with new and timely infrastructure reviews, coordination, approvals, and construction inspections on private development projects. Brian Tucker has been employed at the City for nearly 10 years and is development review engineer #1. Former employee Mike Sippo held the second position from 2016 to 2019. Following Mike’s departure, Doug van Gelder held the second position from 2019 to late 2021. Doug left the City in December 2021.</p> <p>Since the start of 2022, the City has continued to employ one full-time development review engineer (Mr. Tucker), but not a second. The City has received support elsewhere. Since early in 2022, the City has received part-time development engineering review services from RH2’s Michelle Wright, who is qualified to provide engineering review and project management. Michelle’s workload has been approximately 1-2 days per week based on work demand. Since late 2021, this has been a net production decrease of 3-4 days per week. Forecasting to 2024 and 2025, the City needs continued production and help in this area and City staff believe Michelle at RH2 is the right person for this task.</p> <p>The original contract in early 2022 between the City and RH2 was for \$98,901. There was a contract amendment that added \$250,000 to the amount, so it increased the amount by \$250,000 to \$348,901. Staff are proposing to add an additional \$100,000 to cover years 2024 and 2025. This would bring the total contract amount to \$448,901. Proposed Contract Amendment #2 extends the contract expiration date to December 31, 2025. In summary, the contract would be active from the years 2022 – 2025. A 2024 Rate Sheet is attached.</p> <p>There are no changes proposed to the current contract work scope with this contract amendment.</p> <p>This work is for development projects, is funded by developers and constitutes a “pass through” cost and will not impact the City’s General Fund. City staff recommend this contract amendment be approved.</p>		
APPLICABLE BRAND GUIDELINES: Consistent delivery of quality basic services including transportation and traffic management.		
COMMITTEE REVIEW AND RECOMMENDATION: This item was discussed at the November 28, 2023 Transportation and Public Works Committee meeting and was recommended for approval and placement on the Consent Agenda.		

City Council Agenda Bill

RECOMMENDED ACTION: **MOTION to approve AB23-145, authorizing the Mayor to sign Contract Amendment #2 with RH2, in a form and content acceptable to the City Attorney, to extend the contract to 12/31/2025 and increase the contract amount by \$100,000.**

RECORD OF COUNCIL ACTION

<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
December 5, 2023		

**SECOND AMENDMENT TO THE CONTRACT FOR SERVICES
BY AND BETWEEN THE CITY OF NORTH BEND AND
RH2 ENGINEERING, INC.**

THIS AMENDMENT to the Contract for Services entered into between the City of North Bend and RH2 Engineering, Inc. effective _____, 2023 (hereafter the "Agreement"), is made in consideration of the mutual benefits, terms, and conditions hereinafter specified and pursuant to Section 14 of the Agreement.

1. Section 2 of the Agreement is hereby amended to read as follows:

Compensation and Method of Payment. 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 shall be paid a total amount not to exceed FOUR HUNDRED FORTY-EIGHT THOUSAND, NINE HUNDRED AND ONE DOLLARS AND 00/100 (**\$448,901.00**) without written modification of this Agreement signed by the City. 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.

Original contract amount of \$98,901 + Amendment #1 amount of \$250,000 +Amendment #2 amount of \$100,000 = \$448,901.

2. Section 3 of the Agreement is hereby amended to read as follows:

Duration of Agreement. This Agreement shall be in full force and effect for a period commencing February 15, 2022 and ending December 31, 2025 unless earlier terminated in accordance with Section 11 herein or extended by written amendment in accordance with Section 14 herein.

All other terms and conditions remain as provided in the original Agreement effective February 18, 2022.

DATED this _____ day of _____, 2023.

CITY OF NORTH BEND

By: _____

Printed Name: _____

Title: _____

RH2 ENGINEERING, INC.

By: _____

Printed Name: _____

Title: _____

Attest/Authenticated:

City Clerk

Approved as to form:

Kendra Rosenberg, City Attorney

EXHIBIT C RH2 ENGINEERING, INC. 2024 SCHEDULE OF RATES AND CHARGES		
RATE LIST	RATE	UNIT
Professional I	\$168	\$/hr
Professional II	\$186	\$/hr
Professional III	\$207	\$/hr
Professional IV	\$227	\$/hr
Professional V	\$245	\$/hr
Professional VI	\$259	\$/hr
Professional VII	\$282	\$/hr
Professional VIII	\$296	\$/hr
Professional IX	\$314	\$/hr
Technician I	\$132	\$/hr
Technician II	\$144	\$/hr
Technician III	\$162	\$/hr
Technician IV	\$177	\$/hr
Technician V	\$193	\$/hr
Technician VI	\$213	\$/hr
Technician VII	\$231	\$/hr
Technician VIII	\$243	\$/hr
Control Specialist I	\$169	\$/hr
Control Specialist II	\$187	\$/hr
Control Specialist III	\$208	\$/hr
Control Specialist IV	\$228	\$/hr
Control Specialist V	\$245	\$/hr
Control Specialist VI	\$259	\$/hr
Control Specialist VII	\$278	\$/hr
Control Specialist VIII	\$292	\$/hr
Control Specialist IX	\$292	\$/hr
Control Technician I	\$132	\$/hr
Control Technician II	\$144	\$/hr
Control Technician III	\$162	\$/hr
Control Technician IV	\$177	\$/hr
Control Technician V	\$193	\$/hr
Control Technician VI	\$213	\$/hr
Control Technician VII	\$231	\$/hr
Control Technician VIII	\$243	\$/hr
Administrative I	\$88	\$/hr
Administrative II	\$103	\$/hr
Administrative III	\$123	\$/hr
Administrative IV	\$144	\$/hr
Administrative V	\$166	\$/hr
CAD/GIS System	\$27.50	\$/hr
CAD Plots - Half Size	\$2.50	price per plot
CAD Plots - Full Size	\$10.00	price per plot
CAD Plots - Large	\$25.00	price per plot
Copies (bw) 8.5" X 11"	\$0.09	price per copy
Copies (bw) 8.5" X 14"	\$0.14	price per copy
Copies (bw) 11" X 17"	\$0.20	price per copy
Copies (color) 8.5" X 11"	\$0.90	price per copy
Copies (color) 8.5" X 14"	\$1.20	price per copy
Copies (color) 11" X 17"	\$2.00	price per copy
Technology Charge	2.50%	% of Direct Labor
Night Work	10.00%	% of Direct Labor
Mileage	current IRS rate	price per mile (or Current IRS Rate)
Subconsultants	15%	Cost +
Outside Services	at cost	



City Council Agenda Bill

SUBJECT:	Agenda Date: December 5, 2023	AB23-146
Resolution Authorizing an Aquatic Lands Outfall Easement with the Washington State DNR for the Wastewater Treatment Plant Outfall Area	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 – Lisa Escobar	
	Comm & Econ Development – Rebecca Deming	
	Finance – Drew Bouda	
	Public Works – Mark Rigos, P.E.	X

Attachments: Resolution, Exhibit A - Easement Agreement, Vicinity Map

SUMMARY STATEMENT:

The Wastewater Treatment Plant outfall consists of a perforated manhole that is located below the ordinary high water mark (“OHWM”) on the east bank of the South Fork of the Snoqualmie River. This location is legally considered a “water of the state” and is under the control of the Washington State Department of Natural Resources (“DNR”). The Revised Code of Washington authorizes the DNR to enter into easements for improvements constructed below the OHWM of waters of the State under the authority provided in RCW Chapters 43.12, 43.30, and Title 79.

The City previously entered into an Aquatic Lands Lease (since renamed “Aquatic Lands Outfall Easement”) with the State for the property occupied by the City’s outfall structure. That lease was effective June 5, 1988 through June 5, 2000. Representatives from the DNR recently contacted the City to discuss granting an Aquatic Lands Outfall Easement to the City for the City’s continued use of the property occupying the outfall structure and to ensure both parties know their respective rights, roles, and responsibilities, and have adequate legal protection.

Attached is a new, proposed Aquatic Lands Outfall Easement (“Easement”) negotiated between City and DNR staff. The Easement has a 30-year term, commencing on the date of execution. There are no significant costs to the City in being granted the Easement, although there will be minor expenses necessary to meet the Easement’s terms, including for items such as providing a record of survey for the easement area, installing appropriate warning signs for the outfall, and required reporting.

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

COMMITTEE REVIEW AND RECOMMENDATION: This item was discussed at the November 28, 2023 Transportation and Public Works Committee meeting and was recommended for approval and placement on the Consent Agenda.

RECOMMENDED ACTION: **MOTION to approve AB23-146, a resolution authorizing the Mayor to execute and Aquatic Lands Outfall Easement with the Washington State DNR for the Wastewater Treatment Plant Outfall area.**

RECORD OF COUNCIL ACTION

Meeting Date	Action	Vote
December 5, 2023		

RESOLUTION

A RESOLUTION OF THE CITY OF NORTH BEND, WASHINGTON, AUTHORIZING THE MAYOR TO EXECUTE AN AQUATIC LANDS OUTFALL EASEMENT WITH THE WASHINGTON STATE DEPARTMENT OF NATURAL RESOURCES FOR THE WASTEWATER TREATMENT PLANT OUTFALL AREA

WHEREAS, the City of North Bend owns and operates a Wastewater Treatment Plant (WWTP) with the outfall structure located below the Ordinary High Water Mark (“OHWM”) on the east bank of the South Fork of the Snoqualmie River; and

WHEREAS, the State of Washington controls all property below the OHWM of all rivers and streams in the State of Washington; and

WHEREAS, Chapters 43.12 and 43.30 RCW, and RCW Title 79, grant authority to the Washington State Department of Natural Resources (“DNR”) to enter into easements for use of state-owned aquatic lands to discharge effluent from an outfall pipeline; and

WHEREAS, the earlier lease agreement between the City and State for the land occupying the City’s WWTP outfall structure expired on June 5, 2000; and

WHEREAS, the City desires to continue use of the existing WWTP outfall structure, and the State has proposed to grant said use under the terms of a proposed easement;

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

Section 1. The Mayor is authorized to execute the proposed Aquatic Lands Outfall Easement attached hereto as Exhibit A.

**PASSED BY THE CITY COUNCIL OF THE CITY OF NORTH BEND,
WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 5TH DAY OF
DECEMBER, 2023.**

CITY OF NORTH BEND:

APPROVED AS TO FORM:

Rob McFarland, Mayor

Kendra Rosenberg, City Attorney

ATTEST/AUTHENTICATED:

Effective:
Posted:

Susie Oppedal, City Clerk

THIS DRAFT DOES NOT CONSTITUTE AN OFFER
NOR A COMMITMENT TO EXTEND AN OFFER

When recorded, return to:

City of North Bend
Public Works Department
920 SE Cedar Falls Way
North Bend, WA 98045



HILARY S. FRANZ
COMMISSIONER OF PUBLIC LANDS

AQUATIC LANDS OUTFALL EASEMENT

EASEMENT NO. 51-074733

Grantor: Washington State Department of Natural Resources

Grantee(s): City of North Bend

Abbreviated Legal Description: NW 1/4 NE 1/4, Section 9, Township 23 North, Range 8 East, W.M.

Complete Legal Description on Page 35

Assessor's Property Tax Parcel or Account Number: 8570900081

Assessor's Property Tax Parcel or Account Number for Upland parcel used in conjunction with this Easement: Not Applicable

THIS EASEMENT is made by and between the STATE OF WASHINGTON, acting through the Department of Natural Resources ("State"), and CITY OF NORTH BEND, a government agency ("Grantee"). State has authority to enter into this Easement under Chapter 43.12 RCW, Chapter 43.30 RCW, and Title 79 of the Revised Code of Washington (RCW).

**THIS DRAFT DOES NOT CONSTITUTE AN OFFER
NOR A COMMITMENT TO EXTEND AN OFFER
BACKGROUND**

Grantee desires to use state-owned aquatic lands located in King County, Washington for the purpose of discharging effluent from an outfall pipeline. Grantee has obtained the necessary regulatory authorizations for this purpose including, but not limited to, a National Pollutant Discharge Elimination System (“NPDES”) Permit.

State is willing to grant an easement for a term to Grantee in reliance upon Grantee’s promises to operate the outfall and conveyance system in compliance with all laws and permits and in the manner as described in all regulatory authorizations.

State’s goals are to promote water re-use and reduce reliance on in-water disposal of waste effluent, storm water, and other discharges that affect the use and environmental conditions of state-owned aquatic lands and associated biological communities.

THEREFORE, the Parties agree as follows:

SECTION 1 GRANT OF EASEMENT

1.1 Easement Defined.

- (a) State grants and conveys to Grantee a nonexclusive in gross easement, subject to the terms and conditions of this agreement, over, upon, and under those beds of navigable waters and 1st class shorelands of the South Fork Snoqualmie River within King County legally described in Exhibit A (“Easement Property”). In this agreement, the term “Easement” means this agreement and the rights granted.
- (b) This Easement is subject to all valid interests of third parties noted in the records of King County, or on file in the Office of the Commissioner of Public Lands, Olympia, Washington; rights of the public under the Public Trust Doctrine or federal navigation servitude; and treaty rights of Indian Tribes.
- (c) This Easement does not include any right to harvest, collect or damage any natural resources, including, but not limited to, aquatic life or living plants; any water rights; any mineral rights; or any right to excavate or withdraw sand, gravel, or other valuable materials.
- (d) This Easement is not exclusive. State may enter and use the Easement Property for any purpose or permit others to enter and use the Easement Property for any purpose so long as such use does not unreasonably interfere with the rights granted herein.

1.2 Survey and Easement Property Descriptions.

- (a) Grantee’s obligation to provide a true and accurate description of the Easement Property, and the location of the Improvements existing on the Easement Property is a material term of this Easement. Grantee warrants that the legal description

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provided in Exhibit A is a true and accurate description of the Easement Property and the location of the Improvements existing on the Easement Property.

- (b) Unless State has given Grantee written authorization to use such lands, Grantee's use of any state-owned aquatic lands outside the Easement Property boundaries is a material breach of this Easement and State may seek remedies under Section 14 of this Easement in addition to any other remedies afforded by law or equity or otherwise.
- (c) Grantee shall submit an updated record of survey for State's acceptance within three hundred and sixty-five days (365) days of the Commencement Date. Upon State's written acceptance of the updated record of survey, the updated record of survey shall supersede the record of survey referenced in Exhibit A. The specific location of the Easement Property shall be deemed to be as shown on the updated record of survey.
- (d) Grantee's submission of the updated record of survey shall constitute a warranty that the updated record of survey is a true and accurate description of the Easement Property and the as-built location of all Improvements on the Easement Property. Grantee's obligation to provide a true and accurate description of the Easement Property and the as-built location of Improvements on the Easement Property in the updated record of survey is a material term of this Easement.
- (e) At Grantee's expense, and no later than thirty (30) days after receiving State's written acceptance of the updated record of survey, Grantee shall record the updated record of survey in the County in which the Property is located. Grantee shall provide State with recording information, including the date of recordation and the file number, within fifteen (15) days after recording the [updated] record of survey.

1.3 Condition of Easement Property. State makes no representation regarding the condition of the Easement Property, Improvements located on the Easement Property, the suitability of the Easement Property for Grantee's Permitted Use, compliance with governmental laws and regulations, availability of utility rights, access to the Easement Property, or the existence of hazardous substances on the Easement Property.

SECTION 2 USE

2.1 Permitted Use. This Easement is granted for the purpose of and is limited to:

The operation, use, maintenance, and repair of one wastewater treatment plant outfall that consists of one pipe that is 21 inches in diameter and one concrete diffuser that is 96 inches in diameter, which transports secondary treated sewage into the South Fork of the Snoqualmie River (the "Permitted Use").

Exhibit B includes additional details about the Permitted Use, the Easement Property, and the Improvements. Exhibit B also includes additional obligations on Grantee. The Permitted Use is Aquatic Lands Outfall Easement (6/15/2023) Page 3 of 37

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subject to the restrictions and additional obligations set forth in this Easement. The Permitted Use of this Easement shall not be changed or modified without the written consent of State, which shall be at State's sole discretion.

2.2 Restrictions on Permitted Use and Operations.

- (a) Grantee shall not cause or permit:
 - (1) Damage to land or natural resources on the Easement Property or adjacent state-owned aquatic lands, regardless of whether the damages are a direct or indirect result of the Permitted Use;
 - (2) Waste on the Easement Property or adjacent state-owned aquatic lands; or
 - (3) Deposit of material or filling activity on the Easement Property or adjacent state-owned aquatic lands, unless approved by State in writing. This prohibition includes, but is not limited to, any deposit of fill, rock, earth, ballast, wood waste, refuse, garbage, waste matter (including, but not limited to, chemical, biological, or toxic wastes), hydrocarbons, pollutants, or other matter.
- (b) Nothing in this Easement shall be interpreted as an authorization to dredge the Easement Property.
- (c) Grantee shall immediately notify State if Grantee breaches any of the terms and conditions of this Easement.
- (d) State's failure to notify Grantee of Grantee's failure to comply with all or any of the restrictions set out in this Paragraph 2.2 does not constitute a waiver of any remedies available to State.
- (e) Grantee's compliance with the restrictions in this Paragraph 2.2 does not limit Grantee's liability under any other provision of this Easement or the law.

2.3 Conformance with Laws. Grantee shall keep current and comply with all conditions and terms of any permits, licenses, certificates, regulations, ordinances, statutes, and other government rules and regulations regarding Grantee's use of the Easement Property.

2.4 Liens and Encumbrances. Unless expressly authorized by State in writing, Grantee shall keep the Easement Property free and clear of any liens and encumbrances arising out of or relating to the Permitted Use or Grantee's use of the Easement Property.

2.5 Interference with Other Uses.

- (a) Grantee shall exercise Grantee's rights under this Easement in a manner that minimizes or avoids interference with the rights of State, the public, or others with valid rights to use or occupy the Easement Property or surrounding lands and water.
- (b) To the fullest extent reasonably possible, Grantee shall place and construct Improvements in a manner that allows unobstructed movement in and on the waters above and around the Easement Property.
- (c) Except in an emergency, Grantee shall provide State with written notice regarding the start of construction or other Significant Activity on the Easement Property at

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least sixty (60) days in advance (“Notice of Significant Activity”). “Significant Activity” means any activity that may affect the use or enjoyment of the Easement Property or adjacent state-owned aquatic lands by the State of Washington, public, or others with valid rights to use or occupy the Easement Property or adjacent state-owned aquatic lands.

- (d) Grantee shall mark the location of any hazards associated with the Permitted Use and any hazards associated with the Improvements in a manner that ensures reasonable notice to the public, including but not limited to, boaters, kayakers, swimmers, and divers. Grantee shall post signs and notices notifying the public that an outfall is located on the Property. The signs and notices shall be posted in a location that gives reasonable notice to the public. Grantee shall mark the location and limits of the Improvements located on the Easement Property. The signs and notices shall identify the type of installation (e.g., an outfall pipe), identify Grantee as the entity responsible for the Permitted Use and its maintenance, and be posted in location that gives reasonable notice to the public. When required by applicable law or regulation Grantee shall facilitate amendment of official navigational charts to indicate existence and location of submerged Improvements.

2.6 Amendment Upon Change of Permit Status. State reserves the right to amend the terms and conditions of this Easement whenever any regulatory authority (1) modifies a permit in a manner affecting the provisions of this Easement; or (2) allows for a change in the manner of outfall operation including, but not limited to, a change in the type, quality, or quantity of discharge. Nothing in this Paragraph or Easement shall be deemed to allow Grantee to change the type, quality, or quantity of discharge without first obtaining the consent of State.

SECTION 3 TERM

3.1 Term Defined. The term of this Easement is thirty (30) years, beginning on the day of , 20 (the “Commencement Date”), and ending on the day of , 20 (the “Termination Date”), unless terminated sooner under the terms of this Easement (the “Term”). Whenever the phrase “termination of this Easement” or “termination of the Easement” is used in this Easement, it shall refer to the ending, termination, cancellation, or expiration of the Easement.

3.2 Renewal of Easement and/or Application for New Easement.

- (a) This Easement does not provide a right of renewal. Grantee may apply for a new Easement, which State has discretion to grant. Grantee must apply for a new Easement at least one (1) year prior to Termination Date

3.3 End of Term.

- (a) Removal of Improvements: Prior to the termination of this Easement, Grantee shall remove Improvements in accordance with Section 7.

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- (b) Restoration of the Easement Property:
 - (1) Prior to the termination of this Easement, Grantee shall restore the Easement Property to its condition before the installation of any Improvements on the Easement Property.
 - (2) Restoration of the Easement Property is to be done at Grantee's expense and to the satisfaction of State. Restoration of the Easement Property is considered to be Work, as described in Section 7 of the Easement. Grantee's plans for restoring the Easement Property shall be submitted to State for prior approval in accordance with Section 7 of this Easement.
 - (3) If Permittee fails to restore the condition of the Easement Property as required by this Paragraph, State may take steps reasonably necessary to remedy Permittee's failure. Upon demand by State, Permittee shall pay all costs of State's remedy, lost revenue resulting from the condition of the Easement Property, and administrative costs associated with State's remedy.
- (c) Vacation of Property: Upon the termination of this Easement, Grantee shall cease all operations on and use of the Easement Property.

SECTION 4 FEES

4.1 Fee. For the Term, Grantee shall pay to State an administrative fee calculated in accordance with RCW 79.110.240 of Eighteen Hundred and Seventy Dollars (\$1870.00), which is due and payable on or before the Commencement Date. Any payment not paid by State's close of business on the date due is past due.

4.2 Payment Place. Grantee shall make payment to Financial Management Division, 1111 Washington St SE, PO Box 47041, Olympia, WA 98504-7041.

SECTION 5 OTHER EXPENSES

5.1 Utilities. Grantee shall pay all fees charged for utilities required or needed by the Permitted Use.

5.2 Taxes and Assessments. Grantee shall pay all taxes, assessments, and other governmental charges applicable or attributable to the Easement, the Grantee-Owned Improvements, or the Permitted Use.

5.3 Proof of Payment. If required by State, Grantee shall furnish to State receipts or other appropriate evidence establishing the payment of amounts this Easement requires Grantee to pay.

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SECTION 6 LATE PAYMENTS AND OTHER CHARGES

6.1 Failure to Pay. Failure to pay any fees or other expenses due under this Easement is a breach by Grantee. State may seek remedies in Section 14 as well as late charges and interest as provided in this Section 6. In addition, if Grantee fails to pay any amounts due to third parties under this Easement, State may pay the amount due, and recover its cost in accordance with this Section 6.

6.2 Late Charge. If State does not receive any payment within ten (10) days of the date due, Grantee shall pay to State a late charge equal to four percent (4%) of the unpaid amount or Fifty Dollars (\$50), whichever is greater, to defray the overhead expenses of State incident to the delay.

6.3 Interest Penalty for Past Due Fees and Other Sums Owed.

- (a) Grantee shall pay interest on the past due fees at the rate of one percent (1%) per month until paid, in addition to paying the late charges determined under Paragraph 6.2. Fees not paid by the close of business on the due date will begin accruing interest the day after the due date.
- (b) If State pays or advances any amounts for or on behalf of Grantee, Grantee shall reimburse State for the amount paid or advanced and shall pay interest on that amount at the rate of one percent (1%) per month from the date State notifies Grantee of the payment or advance. This includes, but is not limited to State's payment of taxes, assessments, insurance premiums, costs of removal and disposal of unauthorized materials, costs of removal and disposal of Improvements under any provision of this Easement, or other amounts not paid when due.

6.4 Referral to Collection Agency and Collection Agency Fees. If State does not receive full payment within thirty (30) days of the due date, State may refer the unpaid amount to a collection agency as provided by RCW 19.16.500 or other applicable law. Upon referral, Grantee shall pay collection agency fees in addition to the unpaid amount.

6.5 No Accord and Satisfaction. If Grantee pays, or State otherwise receives, an amount less than the full amount then due, State may apply such payment as it elects. State may accept payment in any amount without prejudice to State's right to recover the balance or pursue any other right or remedy. No endorsement or statement on any check, any payment, or any letter accompanying any check or payment constitutes accord and satisfaction.

SECTION 7 IMPROVEMENTS, PERSONAL PROPERTY, AND WORK

7.1 Improvements and Personal Property Defined.

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- (a) “Improvements,” consistent with RCW 79.105 through 79.140, are additions within, upon, or attached to the Easement Property. Improvements include, but are not limited to, fill, structures, and fixtures.
- (b) “Personal Property” means items that can be removed from the Easement Property without (1) injury to the Easement Property, adjacent state-owned lands or Improvements; or (2) diminishing the value or utility of the Easement Property, adjacent state-owned lands, or Improvements.
- (c) “State-Owned Improvements” are Improvements made or owned by the State of Washington. State-Owned Improvements include any construction, alteration, or addition to State-Owned Improvements made by Grantee.
- (d) “Grantee-Owned Improvements” are (1) Improvements owned by Grantee that are existing on the Easement Property on the Commencement Date or (2) Improvements made by Grantee with State’s consent.
- (e) “Unauthorized Improvements” are Improvements made on the Easement Property during the Term without State’s prior consent or Improvements made by Grantee that do not conform with plans submitted to and approved by State.
- (f) “Improvements Owned by Others” are Improvements made by others with a right to occupy or use the Easement Property or adjacent state-owned lands.

7.2 Existing Improvements. On the Commencement Date, the following Grantee-Owned Improvements are located on the Easement Property: 21-inch diameter pipe and 96-inch concrete diffuser.

7.3 Construction, Major Repair, Modification, and Other Work.

- (a) This Paragraph 7.3 governs construction, alteration, replacement, major repair, modification, and removal of Improvements (collectively “Work”).
- (b) Except in an emergency, Grantee shall not conduct any Work without State’s prior written consent. Grantee shall obtain State’s prior written consent as follows:
 - (1) Grantee shall submit to State plans and specifications describing the proposed Work and any design plans and specifications developed pursuant to Washington Department of Ecology laws and rules for discharges at least sixty (60) days before submitting permit applications to regulatory authorities, unless Grantee and State otherwise agree to coordinate permit applications. At a minimum, or if no permits are necessary, Grantee shall submit plans and specifications to State at least ninety (90) days before commencement of Work. Grantee shall submit the following additional information to State with Grantee’s plans and specifications:
 - (i) Grantee shall submit the mixing zone analysis for new or reconstructed outfalls prepared by the Washington State Department of Ecology in accordance with the Department of Ecology Water Quality Program Permit Writer’s Manual Publication No. 92-109 Appendix C.

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- (ii) Grantee shall include documentation that the designs and specifications of the outfall are consistent with Department of Ecology Criteria for Sewage Works Design (Publication #98-37). If State, Department of Ecology, or any other regulatory agency establishes different standards, Grantee shall meet the most protective standard.
- (2) State may deny consent if State determines that denial is in the best interests of the State of Washington, or if the proposed Work does not comply with Paragraph 7.4. State may impose additional conditions intended to protect and preserve the Easement Property or adjacent state-owned aquatic lands.
- (c) Grantee shall immediately notify State of emergency Work. Upon State's request, Grantee shall provide State with as built plans and specifications of emergency Work.
- (d) Grantee shall not commence Work until Grantee or Grantee's contractor has:
 - (1) Obtained a performance and payment bond in an amount equal to one hundred twenty-five percent (125%) of the estimated cost of construction. Grantee or Grantee's contractor shall maintain the performance and payment bond until the costs of the Work, including all laborers and material persons, are paid in full.
 - (2) Obtained all required permits.
 - (3) Provided Notice of Significant Activity in accordance with Paragraph 2.5(c).
- (e) Grantee shall preserve and protect Improvements Owned by Others, if any.
- (f) Grantee shall preserve all legal land subdivision survey markers and witness objects ("Markers"). If disturbance of a Marker will be a necessary consequence of Grantee's construction, Grantee shall reference and/or replace the Marker in accordance with all applicable laws and regulations current at the time, including, but not limited to Chapter 58.24 RCW. At Grantee's expense, Grantee shall retain a registered professional engineer or licensed land surveyor to reestablish destroyed or disturbed Markers in accordance with United States General Land Office standards.
- (g) Before completing Work, Grantee shall remove all debris and restore the Easement Property, as nearly as possible, to its natural condition before the Work began. If Work is intended for removal of Improvements at End of Term, Grantee shall restore the Easement Property in accordance with Paragraph 3.3, End of Term.
- (h) Upon completing Work, Grantee shall promptly provide State with as-built plans and specifications. State may also require Grantee to obtain an updated record of survey showing the Easement Property boundaries and the as-built location of all Improvements on the Easement Property.
- (i) State shall not charge additional fees for authorized Improvements installed by Grantee on the Easement Property during this Term, but State may charge additional fees for such Improvements if and when the Grantee or successor

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obtains a subsequent use authorization for the Easement Property and State has waived the requirement for removal of Improvements as provided in Paragraph 7.5.

7.4 Standards for Work.

(a) Applicability of Standards for Work.

- (1) The standards for Work in Paragraph 7.4(b) apply to Work commenced in the five-year period following the Commencement Date. Work commences when State approves plans and specifications.
- (2) If Grantee commences Work five years or more after the Commencement Date, Grantee shall comply with State's then-current standards for Work.
- (3) If Grantee commences Work five years or more after the Commencement Date, Grantee shall ascertain State's current standards for Work as follows:
 - (i) Before submitting plans and specifications for State's approval as required by Paragraph 7.3 of the Easement, Grantee shall request State to provide Grantee with State's current standards for Work on state-owned aquatic lands.
 - (ii) Within thirty (30) days of receiving Grantee's request, State shall provide Grantee with State's current standards for Work, which will be effective for the purpose of State's approval of Grantee's proposed Work, provided Grantee submits plans and specifications for State's approval within two (2) years of Grantee's request for standards.
 - (iii) If State does not timely provide State's current standards for Work upon Grantee's request, the standards for Work under Paragraph 7.4(b) apply to Grantee's Work, provided Grantee submits plans and specifications as required by Paragraph 7.3 within two (2) years of Grantee's request for State's current standards for Work. If Grantee fails to (1) make a request for State's current standards for Work; or (2) timely submit plans and specifications to State after receiving State's current standards for Work, Grantee, at Grantee's sole expense, shall make changes in plans or Work necessary to conform to State's current standards for Work upon State's demand.
 - (iv)

(b) The following standards for Work apply to Work commenced in the five-year period following the Commencement Date.

- (1) Grantee shall only conduct in-water Work during time periods authorized for such work under WAC 220-660-110, Authorized Work Times in Freshwater Areas, or as otherwise directed by the Washington Department of Fish and Wildlife (WDFW) United States Fish and Wildlife Service (USFWS) OR National Marine Fisheries Service (NMFS).

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(2) The following requirement(s) apply to all Work on new and existing outfalls and associated conveyances. Grantee's plans and specifications shall achieve each of the following standards:

- (i) Grantee shall locate new and reconstructed outfalls and associated conveyance(s) to avoid impacts to existing native aquatic vegetation attached to or rooted in substrate.
- (ii) Grantee shall locate outfalls outside of aquatic vegetation beds and design conveyances to either go around beds of aquatic vegetation or be installed at least one (1) meter below the substrate.
- (iii) Grantee shall locate the diffuser or discharge point(s) for new or expanded outfalls at a buffer distance feet from native aquatic vegetation to avoid impacts to those areas.
- (iv) Grantee shall install outfall pipes below the substrate within the littoral zone.

7.5 Grantee-Owned Improvements at End of Easement.

- (a) Disposition.
 - (1) Grantee shall remove Grantee-Owned Improvements in accordance with Paragraph 7.3 upon the termination of the Easement unless State waives the requirement for removal.
 - (2) Grantee-Owned Improvements remaining on the Easement Property on the termination of the Easement shall become State-Owned Improvements without payment by State, unless State elects otherwise. State may refuse or waive ownership.
 - (3) If Grantee-Owned Improvements remain on the Easement Property after the termination of the Easement without State's consent, State may remove all Improvements and Grantee shall pay State's costs of removal and disposal.
- (b) Conditions Under Which State May Waive Removal of Grantee-Owned Improvements.
 - (1) State may waive removal of any Grantee-Owned Improvements whenever State determines that it is in the best interests of the State of Washington.
 - (2) If Grantee enters into a new Easement, State may waive requirement to remove Grantee-Owned Improvements. State also may consent to Grantee's continued ownership of Grantee-Owned Improvements. If the Grantee-Owned Improvements are no longer used as part of an operational or active outfall, State may condition its waiver of removal on Grantee entering into a new Easement for the storage of the Grantee-Owned Improvements.
 - (3) State may waive requirement to remove Grantee-Owned Improvements upon consideration of a timely request from Grantee, as follows:
 - (i) Grantee shall submit its request to leave Grantee-Owned Improvements to State at least one (1) year before the Termination Date.

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- (ii) State, within ninety (90) days of receiving Grantee's request, will notify Grantee whether State consents to any Grantee-Owned Improvements remaining. State has no obligation to grant consent.
- (iii) State's failure to respond to Grantee's request to leave Improvements within ninety (90) days is a denial of the request
- (c) Grantee's Obligations if State Waives Removal.
 - (1) Grantee shall not remove a Grantee-Owned Improvement if State waives the requirement for removal of that Grantee-Owned Improvement.
 - (2) Grantee shall maintain such Grantee-Owned Improvements in accordance with this Easement until the termination of this Easement. State may require Grantee to take appropriate steps to decommission the structure. Grantee is liable to State for cost of repair if Grantee causes or allows damage to Grantee-Owned Improvements State has designated to remain.
 - (3) State may condition its waiver of removal on Grantee entering into a new Easement for the Grantee-Owned Improvements.

7.6 Unauthorized Improvements.

- (a) Unauthorized Improvements belong to State, unless State elects otherwise.
- (b) The placement of Unauthorized Improvements on the Easement Property is a breach of this Easement and State may require removal of any or all Unauthorized Improvements. If State requires removal of Unauthorized Improvements and if Grantee fails to remove the Unauthorized Improvements, State may remove the Unauthorized Improvements and Grantee shall pay for the cost of removal and disposal.
- (c) In addition to requiring removal of Unauthorized Improvements, State may charge Grantee a use fee that is sixty percent (60%) higher than the full market value of the use of the land for the Unauthorized Improvements from the time of installation or construction until the time the Unauthorized Improvements are removed.
- (d) If State consents to Unauthorized Improvements remaining on the Easement Property, upon State's consent, the Unauthorized Improvements will be treated as Grantee-Owned Improvements and the removal and ownership of such Improvements shall be governed by Paragraph 7.5. If State consents to the Unauthorized Improvements remaining on the Easement Property, State may charge a use fee that is sixty percent (60%) higher than the full market value of the use of the land for the Unauthorized Improvements from the time of installation or construction until State consents.

7.7 Personal Property.

- (a) Grantee retains ownership of Personal Property unless Grantee and State agree otherwise in writing.
- (b) Grantee shall remove Personal Property from the Easement Property by the termination of the Easement. Grantee is liable for damage to the Easement

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Property and to any Improvements that may result from removal of Personal Property.

- (c) State may remove, sell, or dispose of all Personal Property left on the Easement Property after the termination of the Easement.
 - (1) If State conducts a sale of Personal Property, State shall first apply proceeds to State's costs of removing the Personal Property, State's costs in conducting the sale, and any other payment due from the Grantee to State. State shall pay the remainder, if any, to the Grantee. Grantee shall be liable for any costs of removing the Personal Property and conducting the sale that exceed the proceeds received by State.
 - (2) If State disposes of Personal Property, Grantee shall pay for the cost of removal and disposal.

SECTION 8 ENVIRONMENTAL LIABILITY/RISK ALLOCATION

8.1 Definitions.

- (a) “Hazardous Substance” means any substance that now or in the future becomes regulated or defined under any federal, state, or local statute, ordinance, rule, regulation, or other law relating to human health, environmental protection, contamination, pollution, or cleanup.
- (b) “Release or threatened release of Hazardous Substance” means a release or threatened release as defined under any law described in Paragraph 8.1(a).
- (c) “Utmost care” means such a degree of care as would be exercised by a very careful, prudent, and competent person under the same or similar circumstances; the utmost care required under RCW 70A.305.040(3)(a)(iii) of the Washington State Model Toxics Control Act (d) “Grantee and affiliates” when used in this Section 8 means Grantee or Grantee’s subgrantees, contractors, agents, employees, guests, invitees, licensees, affiliates, or any person on the Easement Property with the Grantee’s permission.
- (e) “Liabilities” as used in this Section 8 means any claims, demands, proceedings, lawsuits, damages, costs, expenses, fees (including attorneys’ fees and disbursements), penalties, or judgments.

8.2 General Conditions.

- (a) Grantee’s obligations under this Section 8 extend to the area in, on, under, or above:
 - (1) The Easement Property and
 - (2) Adjacent state-owned aquatic lands if affected by a release of Hazardous Substances that occurs as a result of the Permitted Use.
- (b) Standard of Care.
 - (1) Grantee shall exercise the utmost care with respect to Hazardous Substances.

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(2) As relates to the Permitted Use, Grantee shall exercise utmost care for the foreseeable acts or omissions of third parties with respect to Hazardous Substances, and the foreseeable consequences of those acts or omissions, to the extent required to establish a viable, third-party defense under the law.

8.3 Current Conditions and Duty to Investigate.

- (a) State makes no representation about the condition of the Easement Property or adjacent state-owned aquatic lands. Hazardous Substances may exist in, on, under, or above the Easement Property or adjacent state-owned aquatic lands.
- (b) This Easement does not impose a duty on State to conduct investigations or supply information to Grantee about Hazardous Substances.
- (c) Grantee is responsible for conducting all appropriate inquiry and gathering sufficient information concerning the Easement Property and the existence, scope, and location of Hazardous Substances on or near the Easement Property necessary for Grantee to meet Grantee's obligations under this Easement and utilize the Easement Property for the Permitted Use.

8.4 Use of Hazardous Substances.

- (a) Grantee and affiliates shall not use, store, generate, process, transport, handle, release, or dispose of Hazardous Substances, except in accordance with all applicable laws.
- (b) Grantee shall not undertake, or allow others to undertake by Grantee's permission, acquiescence, or failure to act, activities that result in a release or threatened release of Hazardous Substances.
- (c) If use of Hazardous Substances related to the Permitted Use or Grantee's use of the Property results in a violation of law:
 - (1) Grantee shall submit to State any plans for remedying the violation, and
 - (2) Grantee shall implement any measures to restore the Easement Property or natural resources that State may require in addition to remedial measures required by regulatory authorities.

8.5 Management of Contamination.

- (a) Grantee and affiliates shall not undertake activities that:
 - (1) Damage or interfere with the operation of remedial or restoration activities, if any;
 - (2) Result in human or environmental exposure to contaminated sediments, if any;
 - (3) Result in the mechanical or chemical disturbance of on-site habitat mitigation, if any.
- (b) If requested, Grantee shall allow reasonable access to:
 - (1) Employees and authorized agents of the United States Environmental Protection Agency (EPA), the Washington State Department of Ecology, health department, or other similar environmental agencies; and

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- (2) Potentially liable or responsible parties who are the subject of an order or consent decree that requires access to the Easement Property. Grantee may negotiate an access agreement with such parties, but Grantee may not unreasonably withhold such agreement.

8.6 Notification and Reporting.

- (a) Grantee shall immediately notify State if Grantee becomes aware of any of the following:
 - (1) A release or threatened release of Hazardous Substances;
 - (2) Any new discovery of or new information about a problem or liability related to, or derived from, the presence of Hazardous Substances;
 - (3) Any lien or action arising from Hazardous Substances;
 - (4) Any actual or alleged violation of any federal, state, or local statute, ordinance, rule, regulation, or other law pertaining to Hazardous Substances;
 - (5) Any notification from the EPA or the Washington State Department of Ecology that remediation or removal of Hazardous Substances is or may be required at the Easement Property.
- (b) Grantee's duty to report under Paragraph 8.6(a) extends to lands described in Paragraph 8.2(a), and to any other property used by Grantee in conjunction with the Easement Property if a release of Hazardous Substances on the other property could affect the Easement Property.
- (c) Grantee shall provide State with copies of all documents Grantee submits to any federal, state, or local authorities concerning environmental impacts or proposals relative to the Easement Property. Documents subject to this requirement include, but are not limited to, applications, reports, studies, or audits for National Pollutant Discharge Elimination System permits (NPDES); United States Army Corps of Engineers permits; State Hydraulic Project Approvals (HPA); State Water Quality Certifications; Substantial Shoreline Development permits; and any reporting necessary for the existence, location, and storage of Hazardous Substances on the Easement Property.

8.7 Indemnification.

- (a) Grantee shall fully indemnify, defend, and hold harmless State from and against any Liabilities that arise out of, or relate to:
 - (1) The use, storage, generation, processing, transportation, handling, or disposal of any Hazardous Substance by Grantee and affiliates occurring whenever Grantee uses or has used the Easement Property;
 - (2) The release or threatened release of any Hazardous Substance resulting from any act or omission of Grantee and affiliates occurring whenever Grantee uses or has used the Easement Property.
- (b) Grantee shall fully indemnify, defend, and hold harmless State for any Liabilities that arise out of or relate to Grantee's breach of obligations under Paragraph 8.5.

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- (c) Grantee is obligated to indemnify under this Paragraph 8.7 regardless of whether a NPDES or other permit or license authorizes the discharge or release of Hazardous Substances.
- (d) If Grantee fails to exercise care as described in Paragraph 8.2(b)(2), Grantee shall fully indemnify, defend, and hold harmless State from and against Liabilities arising from the acts or omissions of third parties in relation to the release or threatened release of Hazardous Substances.

8.8 Reservation of Rights.

- (a) For Liabilities not covered by the indemnification provisions of Paragraph 8.7, the Parties expressly reserve and do not waive any rights, claims, immunities, causes of action, or defenses relating to Hazardous Substances that either Party may have against the other under law.
- (b) The Parties expressly reserve all such rights, claims, immunities, and defenses that either Party may have against third parties. Nothing in this Section 8 benefits or creates rights for third parties.
- (c) The allocations of risks, Liabilities, and responsibilities set forth in this Section 8 do not release either Party from or affect the liability of either Party for Hazardous Substances claims or actions by regulatory agencies.

8.9 Cleanup.

- (a) If Grantee's act, omission, or breach of obligation under Paragraph 8.4 results in a release of Hazardous Substances that exceeds the threshold limits of any applicable regulatory standards, Grantee shall, at Grantee's sole expense, promptly take all actions necessary or advisable to clean up the Hazardous Substances in accordance with applicable law.
- (b) If a cleanup is eligible for the Washington State Department of Ecology's Voluntary Cleanup Program, Grantee may undertake a cleanup of the Easement Property pursuant to the Washington State Department of Ecology's Voluntary Cleanup Program, provided that Grantee cooperates with the Department of Natural Resources in development of cleanup plans. Grantee shall not proceed with Voluntary Cleanup without the Department of Natural Resources' approval of final plans. Nothing in the operation of this provision is an agreement by the Department of Natural Resources that the Voluntary Cleanup complies with any laws or with the provisions of this Easement. Grantee's completion of a Voluntary Cleanup is not a release from or waiver of any obligation for Hazardous Substances under this Easement.

8.10 Sampling by State, Reimbursement, and Split Samples.

- (a) State may conduct sampling, tests, audits, surveys, or investigations ("Tests") of the Easement Property at any time to determine the existence, scope, or effects of Hazardous Substances.
- (b) If such Tests, along with any other information, demonstrate a breach of Grantee's obligations regarding Hazardous Substances under this Easement,

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Grantee shall promptly reimburse State for all costs associated with such Tests, provided State gave Grantee thirty (30) days' advance notice in nonemergencies, and reasonably practical notice in emergencies.

- (c) In nonemergencies, Grantee is entitled to obtain split samples of Test samples, provided Grantee gives State written notice requesting split samples at least ten (10) days before State conducts Tests. Upon demand, Grantee shall promptly reimburse State for additional cost, if any, of split samples.
- (d) If either Party conducts Tests on the Easement Property, the conducting Party shall provide the other Party with validated final data and quality assurance/quality control/chain of custody information about the Tests within sixty (60) days of a written request by the other Party, unless Tests are part of a submittal under Paragraph 8.6(c) in which case Grantee shall submit data and information to State without written request by State. Neither party is obligated to provide any analytical summaries or the work product of experts.

SECTION 9 NATURE OF ESTATE AND ASSIGNMENT

This Easement shall be in gross for the sole benefit of Grantee's use associated with the Permitted Use. This Easement shall not run with the land. This Easement is indivisible. Grantee shall not sell, convey, mortgage, assign, pledge, grant franchises for, or otherwise transfer or encumber any part of Grantee's interest in this Easement or any part of Grantee's interest in the Easement Property without State's prior written consent, which shall be at State's sole discretion. State reserves the right to reasonably change the terms and conditions of this Easement upon State's consent to requests made under this Section 9.

SECTION 10 INDEMNITY, INSURANCE, FINANCIAL SECURITY

10.1 Indemnity.

- (a) Grantee shall indemnify, defend, and hold harmless State, its employees, officials, officers, and agents from any Claim arising out of the Permitted Use, any Claim arising out of activities related to the Permitted Use, and any Claim arising out of the use of the Easement Property by Grantee, its contractors, agents, invitees, guests, employees, affiliates, licensees, or permittees, to the fullest extent permitted by law and subject to the limitations provided below.
- (b) "Claim" as used in this Paragraph 10.1 means any financial loss, claim, suit, action, damages, expenses, costs, fees (including attorneys' fees), fines, penalties, or judgments attributable to: bodily injury; sickness; disease; death; damages to tangible property, including, but not limited to, land, aquatic life, and other natural resources. "Damages to tangible property" includes, but is not limited to, physical injury to tangible property, diminution in value of tangible property, damages resulting from loss of use of tangible property, and loss or diminution of natural resource values.

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- (c) Grantee is obligated to indemnify under this Paragraph 10.1 regardless of whether any other provision of this Agreement or NPDES or other permit or license authorizes the discharge or release of a deleterious substance resulting in a claim.
- (d) No damages or fees paid by Grantee to State under other provisions of this Easement are a setoff against Grantee's obligation to indemnify under this Paragraph 10.1.
- (e) State shall not require Grantee to indemnify, defend, and hold harmless State, its employees, officials, officers, and agents for a Claim caused solely by or resulting solely from the negligence or willful act of State or State's employees, officials, officers, or agents.
- (f) Grantee specifically and expressly waives any immunity that may be granted under the Washington State Industrial Insurance Act, Title 51 RCW in connection with its obligation to indemnify, defend, and hold harmless State and its employees, officials, officers, and agents. Further, Grantee's obligation under this Easement to indemnify, defend, and hold harmless State and its employees, officials, officers, and agents shall not be limited in any way by any limitation on amount or type of damages, compensation, or benefits payable to or for any third party under the workers' compensation acts.
- (g) Only to the extent RCW 4.24.115 applies and requires such a limitation, if a Claim is caused by or results from the concurrent negligence of (a) State or State's employees, officials, officers, or agents and (b) the Grantee or Grantee's agents or employees, these indemnity provisions shall be valid and enforceable only to the extent of the negligence of the Grantee and those acting on its behalf.
- (h) Section 8, Environmental Liability/Risk Allocation, exclusively shall govern Grantee's liability to State for Hazardous Substances and its obligation to indemnify, defend, and hold harmless State for Hazardous Substances.

10.2 Insurance Terms.

- (a) Insurance Required.
 - (1) Grantee certifies that on the Commencement Date of this Easement it is a member of a self-insured risk pool for all the liability exposures, its self-insurance plan satisfies all State requirements, and its self-insurance plan provides coverage equal to that required in this Paragraph 10.2 and by Paragraph 10.3, Insurance Types and Limits. Grantee shall provide to State evidence of its status as a member of a self-insured risk pool. Upon request by State, Grantee shall provide a written description of its financial condition and/or the self-insured funding mechanism. Grantee shall provide State with at least thirty (30) days' written notice prior to any material changes to Grantee's self-insured funding mechanism. If during the Term Grantee's self-insurance plan fails to provide coverage equal to that required in Paragraph 10.2 and Paragraph 10.3 of this Easement, Grantee shall procure additional commercial insurance coverage to meet the requirements of this Easement. The requirements in Paragraphs

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10.2(a)(3) and (4) only apply where the Grantee procures additional commercial insurance to meet the requirements of this Easement.

- (2) Unless State agrees to an exception, Grantee shall provide insurance issued by an insurance company or companies admitted to do business in the State of Washington and have a rating of A- or better by the most recently published edition of A.M. Best's Insurance Reports. Grantee may submit a request to the risk manager for the Department of Natural Resources to approve an exception to this requirement. If an insurer is not admitted, the insurance policies and procedures for issuing the insurance policies shall comply with Chapter 48.15 RCW and 284-15 WAC.
- (3) All general liability, excess, umbrella, and pollution legal liability insurance policies must name the State of Washington, the Department of Natural Resources, its elected and appointed officials, officers, agents, and employees as an additional insured by way of endorsement.
- (4) All property, builder's risk, and equipment breakdown insurance must name the State of Washington, the Department of Natural Resources, its elected and appointed officials, officers, agents, and employees as loss payees.
- (5) All insurance provided in compliance with this Easement must be primary as to any other insurance or self-insurance programs afforded to or maintained by State.
- (b) Waiver.
 - (1) Grantee waives all rights against State for recovery of damages to the extent insurance maintained pursuant to this Easement covers these damages.
 - (2) Except as prohibited by law, Grantee waives all rights of subrogation against State for recovery of damages to the extent that they are covered by insurance maintained pursuant to this Easement.
- (c) Proof of Insurance.
 - (1) Grantee shall provide State with a certificate(s) and endorsement(s) of insurance executed by a duly authorized representative of each insurer, showing compliance with insurance requirements specified in this Easement and, if requested, copies of policies to State.
 - (2) The certificate(s) of insurance must reference the Easement number.
 - (3) Receipt of such certificates, endorsements, or policies by State does not constitute approval by State of the terms of such policies.
- (d) State must receive written notice before cancellation or non-renewal of any insurance required by this Easement, as follows:
 - (1) Insurers subject to RCW 48.18 (admitted and regulated by the Insurance Commissioner): If cancellation is due to non-payment of premium, provide State ten (10) days' advance notice of cancellation; otherwise, provide State forty-five (45) days' advance notice of cancellation or non-renewal.

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- (2) Insurers subject to RCW 48.15 (surplus lines): If cancellation is due to non-payment of premium, provide State ten (10) days' advance notice of cancellation; otherwise, provide State twenty (20) days' advance notice of cancellation or non-renewal.
- (e) Adjustments in Insurance Coverage.
 - (1) State may impose changes in the limits of liability for all types of insurance as State deems necessary.
 - (2) Grantee shall secure new or modified insurance coverage within thirty (30) days after State requires changes in the limits of liability.
- (f) If Grantee fails to procure and maintain the insurance required in this Easement within fifteen (15) days after Grantee receives a notice to comply from State, State may either:
 - (1) Terminate this Easement; or
 - (2) Procure and maintain comparable substitute insurance and pay the premiums. Upon demand, Grantee shall pay to State the full amount paid by State, together with interest at the rate provided in Paragraph 6.3 from the date of State's notice of the expenditure until Grantee's repayment.
- (g) General Terms.
 - (1) State does not represent that coverage and limits required under this Easement are adequate to protect Grantee.
 - (2) Coverage and limits do not limit Grantee's liability for indemnification and reimbursements granted to State under this Easement.
 - (3) The Parties shall use any insurance proceeds payable by reason of damage or destruction to Easement Property first to restore the Easement Property, then to pay the cost of the reconstruction, then to pay State any sums in arrears, and then to Grantee.

10.3 Insurance Types and Limits.

- (a) General Liability Insurance.
 - (1) Grantee shall maintain commercial general liability insurance (CGL) or marine general liability (MGL) covering claims for bodily injury, personal injury, or property damage arising on the Easement Property and/or arising out of the Permitted Use and, if necessary, commercial umbrella insurance with a limit of not less than One Million Dollars (\$1,000,000) per each occurrence. If such CGL or MGL insurance contains aggregate limits, the general aggregate limit must be at least twice the "each occurrence" limit. CGL or MGL insurance must have products-completed operations aggregate limit of at least two times the "each occurrence" limit.
 - (2) CGL insurance must be written on Insurance Services Office (ISO) Occurrence Form CG 00 01 (or a substitute form providing equivalent coverage). All insurance must cover liability arising out of premises, operations, independent contractors, products completed operations, personal injury and advertising injury, and liability assumed under an

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insured contract (including the tort liability of another party assumed in a business contract) and contain separation of insured (cross-liability) condition.

- (3) MGL insurance must have no exclusions for non-owned watercraft.
- (b) Workers' Compensation.
 - (1) State of Washington Workers' Compensation.
 - (i) Grantee shall comply with all State of Washington workers' compensation statutes and regulations. Grantee shall provide workers' compensation coverage for all employees of Grantee. Coverage must include bodily injury (including death) by accident or disease, which arises out of or in connection with the Permitted Use or related activities.
 - (ii) If Grantee fails to comply with all State of Washington workers' compensation statutes and regulations and State incurs fines or is required by law to provide benefits to or obtain coverage for such employees, Grantee shall indemnify State. Indemnity shall include all fines; payment of benefits to Grantee, employees, or their heirs or legal representatives; and the cost of effecting coverage on behalf of such employees.
 - (2) Longshore and Harbor Workers' and Jones Acts. The Longshore and Harbor Workers' Act (33 U.S.C. Section 901 *et. seq.*) and/or the Jones Act (46 U.S.C. Section 30104) may require Grantee to provide insurance coverage in some circumstances. Grantee shall ascertain if such insurance is required, and if required, shall maintain insurance in compliance with the law. Grantee is responsible for all civil and criminal liability arising from failure to maintain such coverage.
- (c) Employers' Liability Insurance. Grantee shall procure employers' liability insurance, and, if necessary, commercial umbrella liability insurance with limits not less than One Million Dollars (\$1,000,000) each accident for bodily injury by accident and One Million Dollars (\$1,000,000) each employee for bodily injury by disease.
- (d) Pollution Legal Liability Insurance.
 - (1) Grantee shall procure and maintain for the duration of this Easement pollution legal liability insurance, including investigation and defense costs, for bodily injury and property damage, including loss of use of damaged property or of property that has not been physically injured or destroyed. Such coverage must also provide for both on-site and off-site cleanup costs, cover gradual and sudden pollution, and include in its scope of coverage natural resource damage claims. The Insurance Certificate must state that the insurer is covering Hazardous Substance removal. Grantee shall maintain coverage in an amount of at least:
 - (i) Two Million Dollars (\$2,000,000) each occurrence for Grantee's operations at the site(s) identified above, and

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- (ii) Four Million Dollars (\$4,000,000) general aggregate or policy limit, if any.
- (2) Such insurance may be provided on an occurrence or claims-made basis. If such coverage is obtained as an endorsement to the CGL or is provided on a claims-made basis, the following additional conditions must be met:
 - (i) The policy must contain no retroactive date, or the retroactive date must precede the Commencement Date of the Easement.
 - (ii) Coverage must either be continuously maintained for a period of five (5) years following the Termination Date of the Easement, or an extended reporting period of at least five (5) years following the Termination Date of the Easement shall be purchased.
- (e) Property Insurance.
 - (1) Grantee shall buy and maintain property insurance covering all real property and fixtures, equipment, Improvements and betterments (regardless of whether owned by Grantee or State). Such insurance must be written on an all risks basis and, at minimum, cover the perils insured under ISO Special Causes of Loss Form CP 10 30, and cover the full replacement cost of the property insured. Such insurance may have commercially reasonable deductibles. Any coinsurance requirement in the policy must be waived.
 - (2) Grantee shall buy and maintain equipment breakdown insurance covering all real property and fixtures, equipment, Improvements and betterments (regardless of whether owned by Grantee or State) from loss or damage caused by the explosion of equipment, fired or unfired vessels, electric or steam generators, electrical arcing, or pipes.
 - (3) In the event of any loss, damage, or casualty that is covered by one or more of the types of insurance described above, the Parties shall proceed cooperatively to settle the loss and collect the proceeds of such insurance, which State shall hold in trust, including interest earned on such proceeds, for use according to the terms of this Easement. The Parties shall use insurance proceeds in accordance with Paragraph 10.2(g)(3).
 - (4) When sufficient funds are available, using insurance proceeds described above, the Parties shall continue with reasonable diligence to prepare plans and specifications for, and thereafter carry out, all work necessary to:
 - (i) Repair and restore damaged Improvements to their former condition, or
 - (ii) Replace and restore damaged Improvements with new Improvements on the Easement Property of a quality and usefulness at least equivalent to, or more suitable than, damaged Improvements.
- (f) Builder's Risk Insurance.
 - (1) Grantee shall procure and maintain in force, or require its contractor(s) to procure and maintain in force, builder's risk insurance on the entire work

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during the period construction is in progress and until completion of the project and acceptance by State. Such insurance must be written on a completed form and in an amount equal to the value of the completed Improvements, subject to subsequent modifications to the sum. The insurance must be written on a replacement cost basis. The insurance must name Grantee, all contractors, and subcontractors in the work as insured.

- (2) Insurance described above must cover or include the following:
 - (i) All risks of physical loss except those specifically excluded in the policy, including loss or damage caused by collapse;
 - (ii) The entire work on the Easement Property, including reasonable compensation for architect's services and expenses made necessary by an insured loss;
 - (iii) Portions of the work located away from the Easement Property but intended for use at the Easement Property, and portions of the work in transit;
 - (iv) Scaffolding, falsework, and temporary buildings located on the Easement Property; and
 - (v) The cost of removing debris, including all demolition as made legally necessary by the operation of any law, ordinance, or regulation.
- (3) Grantee or Grantee's contractor(s) is responsible for paying any part of any loss not covered because of application of a deductible contained in the policy described above.
- (4) Grantee or Grantee's contractor(s) shall buy and maintain equipment breakdown insurance covering insured objects during installation and until final acceptance by permitting authority. If testing is performed, such insurance must cover such operations. The insurance must name Grantee, all contractors, and subcontractors in the work as insured.

10.4 Financial Security.

- (a) On the Commencement Date of this Easement, Grantee is not required to procure and maintain a corporate security bond or other financial security ("Security"). During the Term, State may require Grantee to procure and maintain Security upon any of the events listed in Paragraph 10.4(c)(1). Grantee's failure to maintain the Security in the required amount during the Term constitutes a breach of this Easement.
- (b) All Security must be in a form acceptable to State.
 - (1) Bonds must be issued by companies admitted to do business within the State of Washington and have a rating of A-, Class VII or better, in the most recently published edition of A.M. Best's Insurance Reports, unless State approves an exception in writing. Grantee may submit a request to the Risk Manager for the Department of Natural Resources for an exception to this requirement.

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- (2) Letters of credit, if approved by State, must be irrevocable, allow State to draw funds at will, provide for automatic renewal, and comply with RCW 62A.5-101, *et. seq.*
- (3) Savings account assignments, if approved by State, must allow State to draw funds at will.
- (c) Adjustment in Amount of Security.
 - (1) State may require an adjustment in the Security amount:
 - (i) As a condition of approval of assignment of this Easement,
 - (ii) Upon a material change in the condition or disposition of any Improvements, or
 - (iii) Upon a change in the Permitted Use.
 - (2) Grantee shall deliver a new or modified form of Security to State within thirty (30) days after State has required adjustment of the amount of the Security.
- (d) Upon any breach by Grantee in its obligations under this Easement, State may collect on the Security to offset the liability of Grantee to State. Collection on the Security does not (1) relieve Grantee of liability, (2) limit any of State's other remedies, (3) reinstate the Easement or cure the breach or (4) prevent termination of the Easement because of the breach.

SECTION 11 MAINTENANCE AND REPAIR

11.1 State's Repairs. State shall not be required to make any alterations, maintenance, replacements, or repairs in, on, or about the Easement Property, or any part thereof, during the Term.

11.2 Grantee's Repairs and Maintenance.

- (a) Grantee shall, at its sole cost and expense, keep and maintain the Easement Property and all Grantee-Owned Improvements in good order and repair, in a clean, attractive, and safe condition. Grantee shall repair all damage caused or permitted by Grantee to Improvements Owned by Others on the Easement Property.
- (b) Grantee shall, at its sole cost and expense, make any and all additions, repairs, alterations, maintenance, replacements, or changes to the Easement Property or to any Grantee-Owned Improvements on the Easement Property that may be required by any public authority having jurisdiction over the Easement Property and requiring it for public health, safety, and welfare purposes.
- (c) Except as provided in Paragraph 11.2(d), all additions, repairs, alterations, maintenance, replacements, or changes to the Easement Property and to any Grantee-Owned Improvements on the Easement Property shall be made in accordance with, and ownership shall be governed by, Section 7, above.

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- (d) Routine maintenance and repair are acts intended to prevent a decline, lapse, or cessation of the Permitted Use and associated Grantee-Owned Improvements. Routine maintenance or repair that does not require regulatory permits does not require authorization from State pursuant to Section 7.
- (e) Upon completion of maintenance activities, Grantee shall remove all debris and restore the Easement Property to the condition prior to the commencement of Work.

SECTION 12 DAMAGE OR DESTRUCTION

12.1 Damage to Improvements.

- (a) In the event of any damage to or destruction of any Improvements on the Easement Property, Grantee shall immediately notify State, with subsequent written notice to State within five (5) days.
- (b) Grantee shall be solely responsible for any reconstruction, repair, or replacement of any Grantee-Owned Improvements. If Grantee elects not to reconstruct, repair, or replace all or a portion of any damaged Improvements, Grantee shall promptly remove any damaged or destroyed Improvements and restore the Easement Property. Any reconstruction, repair, or replacement of Improvements is governed by Section 7 Improvements, Personal Property, and Work, and Section 11, Maintenance and Repair, and any Additional Obligations in Exhibit B.
- (c) If Grantee is in breach of this Easement at the time damage or destruction occurs to Grantee-Owned Improvements, State may elect to terminate the Easement without giving Grantee an opportunity to cure, and State may retain any insurance proceeds payable as a result of the damage or destruction.

12.2 Damage to Land or Natural Resources

- (a) In the event of any damage to or destruction to the land or natural resources on the Easement Property, Grantee shall immediately notify State, with subsequent written notice to State within five (5) days. In the event of any damage or destruction to land or natural resources on adjacent state-owned aquatic lands that is attributable to Grantee's use of the Property, to the Permitted Use, or to related activities, Grantee shall immediately notify State, with subsequent written notice to State within five (5) days.
- (b) Grantee, at Grantee's sole cost, shall remedy any damages to land or natural resources on the Easement Property and adjacent state-owned aquatic lands that are attributable to Grantee's use of the Property, the Permitted Use, or related activities, in accordance with a plan approved by State. Grantee shall also compensate State for any lost or damaged natural resource values in accordance with Paragraph 12.2(c).
- (c) Compensation for lost resource values:

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- (1) If damages to the land or natural resources result in lost or damaged natural resource values, Grantee shall compensate State with (1) monetary compensation; (2) the completion of a project approved by State that includes replacing, enhancing, or otherwise providing in-kind habitats, resources, or environments on other state-owned aquatic lands in order to offset the damage and impacts; or (3) a mixture of both monetary compensation and a project. State shall have the discretion to determine if Grantee will compensate with monetary compensation, a project, or both. If State requires monetary compensation, the value of damages shall be determined in accordance with Paragraph 12.2(c)(2).
- (2) If State requires monetary compensation under Paragraph 12.2(c)(1), unless the Parties otherwise agree on the value, a three-member panel of professional appraisers or resource economists will determine the measure of lost resource values, and issue a written decision. The appraisers or resource economists shall be qualified to assess economic value of natural resources. State and Grantee each shall appoint and compensate one member of the panel. By consensus, the two appointed members shall select the third member, who will be compensated by State and Grantee equally. The panel shall base the calculation of compensation on generally accepted valuation principles. The written decision of the majority of the panel shall bind the Parties.
- (d) If damage to land or natural resources on the Easement Property or adjacent state-owned aquatic lands are attributable to Grantee's use of the Property, to the Permitted Use, or to related activities, or if such damage occurs when Grantee is in breach of the Easement, State may elect to terminate the Easement in accordance with Section 14. If State elects to terminate the Easement, Grantee is still responsible for restoring any damages to land or natural resources on the Easement Property and adjacent state-owned aquatic lands, and for compensating State for any lost resource values in accordance with Paragraph 12.2(c). State may retain any insurance proceeds payable as a result of the damage or destruction. State may, with or without terminating the Easement, at the sole expense of Grantee, remedy any damages and complete a project that offsets lost or damaged natural resource values. If State takes any such actions, upon demand by State, Grantee shall pay all costs incurred by State.
- (e)

12.3 State's Waiver of Claim. State does not waive any claims for damage or destruction of the Easement Property or adjacent state-owned aquatic lands unless State provides written notice to Grantee of each specific claim waived.

12.4 Insurance Proceeds. Grantee's duties under Paragraphs 12.1 and 12.2 are not conditioned upon the availability of any insurance proceeds to Grantee from which the cost of repairs may be paid. The Parties shall use insurance proceeds in accordance with Paragraph 10.2(g)(3).

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SECTION 13 CONDEMNATION

In the event of condemnation, the Parties shall allocate the condemnation award between State and Grantee based upon the ratio of the fair market value of (1) Grantee's rights in the Easement Property and Grantee-Owned Improvements and (2) State's interest in the Easement Property, the reversionary interest in Grantee-Owned Improvements, if any, and State-Owned Improvements, if any. In the event of a partial taking, the Parties shall compute the ratio based on the portion of Easement Property or Improvements taken. If Grantee and State are unable to agree on the allocation, the Parties shall submit the dispute to binding arbitration in accordance with the rules of the American Arbitration Association.

SECTION 14 REMEDIES AND TERMINATION

14.1 Termination by Breach. State may terminate this Easement upon Grantee's failure to cure a breach of the terms and conditions of this Easement. Unless otherwise stated in this Easement, State shall provide Grantee written notice of breach, and Grantee shall have sixty (60) days after receiving the notice to cure the breach. State may extend the cure period if breach is not reasonably capable of cure within sixty (60) days. This sixty (60) day cure period does not apply where State terminates this Easement under Paragraph 10.2(f) or Paragraph 12.1(c).

14.2 Termination by Nonuse. If Grantee does not use the Easement Property for a period of three (3) successive years, this Easement terminates without further action by State and Grantee's rights revert to State. Grantee shall still be responsible for complying with all end of Term requirements.

14.3 Termination by Grantee. Grantee may terminate this Easement upon providing State with sixty (60) days written notice of intent to terminate. If Grantee terminates under this Paragraph, the date of Grantee's termination shall be deemed the Termination Date and Grantee shall comply with all end of Term requirements. Grantee is not entitled to any refunds of Easement fees already paid to State.

14.4 Remedies Not Exclusive. The remedies specified under this Section 14 are not exclusive of any other remedies or means of redress to which State is lawfully entitled for Grantee's breach or threatened breach of any provision of this Easement.

SECTION 15 NOTICE AND SUBMITTALS

15.1 Notice. Following are the locations for delivery of notice and submittals required or permitted under this Easement. Any Party may change the place of delivery upon ten (10) days' written notice to the other.

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State: DEPARTMENT OF NATURAL RESOURCES
Shoreline District
950 Farman Avenue North
Enumclaw, WA 98022-9282

Grantee: CITY OF NORTH BEND
Public Works Department
920 SE Cedar Falls Way
North Bend, WA 98045

The Parties may deliver any notice in person, by facsimile machine, or by certified mail. Depending on the method of delivery, notice is effective upon personal delivery, upon receipt of a confirmation report if delivered by facsimile machine, or three (3) days after mailing. All notices must identify the Easement number. On notices transmitted by facsimile machine, the Parties shall state the number of pages contained in the notice, including the transmittal page, if any.

15.2 Contact Persons. On the Commencement Date, the following persons are designated day-to-day contact persons. Any Party may change the Contact Person upon reasonable notice to the other.

State: DEPARTMENT OF NATURAL RESOURCES
Shoreline District
950 Farman Avenue North
Enumclaw, WA 98022-9282
Telephone number: (253) 441-0904
Email: aquaticleasing.shoreline@dnr.wa.gov

Grantee: CITY OF NORTH BEND
Public Works Department
920 SE Cedar Falls Way
North Bend, WA 98045
Telephone number: (425) 888-1211
E-mail address: mrigos@northbendwa.gov

SECTION 16 MISCELLANEOUS

16.1 Authority. Grantee and the person or persons executing this Easement on behalf of Grantee represent that Grantee is qualified to do business in the State of Washington, that Grantee has full right and authority to enter into this Easement, and that each and every person signing on behalf of Grantee is authorized to do so. Upon State's request, Grantee shall provide evidence satisfactory to State confirming these representations.

THIS DRAFT DOES NOT CONSTITUTE AN OFFER
NOR A COMMITMENT TO EXTEND AN OFFER

16.2 Successors and Assigns. Subject to the limitations set forth in Section 9, this Easement binds and inures to the benefit of the Parties, their successors, and assigns.

16.3 Headings. The headings used in this Easement are for convenience only and in no way define, limit, or extend the scope of this Easement or the intent of any provision.

16.4 Entire Agreement. This Easement, including the exhibits, attachments, and addenda, if any, contains the entire agreement of the Parties. This Easement merges all prior and contemporaneous agreements, promises, representations, and statements relating to this transaction or to the Easement Property.

16.5 Waiver.

- (a) The waiver of any breach of any term, covenant, or condition of this Easement is not a waiver of such term, covenant, or condition; of any subsequent breach of the same; or of any other term, covenant, or condition of this Easement. State's acceptance of a payment is not a waiver of any preceding or existing breach other than the failure to pay the particular payment that was accepted.
- (b) The renewal of the Easement, extension of the Easement, or the issuance of a new Easement to Grantee does not waive State's ability to pursue any rights or remedies under the Easement.

16.6 Cumulative Remedies. The rights and remedies of State under this Easement are cumulative and in addition to all other rights and remedies afforded by law or equity or otherwise.

16.7 Time is of the Essence. TIME IS OF THE ESSENCE as to each and every provision of this Easement.

16.8 Language. The word "Grantee" as used in this Easement applies to one or more persons, and regardless of gender, as the case may be. The singular includes the plural, and the neuter includes the masculine and feminine. If there is more than one Grantee, their obligations are joint and several. The word "persons," whenever used, shall include individuals, firms, associations, and corporations. The word "Parties" means State and Grantee in the collective. The word "Party" means either or both State and Grantee, depending on the context.

16.9 Invalidity. The invalidity, voidness, or illegality of any provision of this Easement does not affect, impair, or invalidate any other provision of this Easement.

16.10 Applicable Law and Venue. This Easement is to be interpreted and construed in accordance with the laws of the State of Washington. Venue for any action arising out of or in connection with this Easement is in the Superior Court for Thurston County, Washington.

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16.11 Statutory Reference. Any reference to a statute or rule means that statute or rule as presently enacted or hereafter amended or superseded.

16.12 Recordation. At Grantee's expense and no later than thirty (30) days after receiving the fully-executed Easement, Grantee shall record this Easement in the county in which the Easement Property is located. Grantee shall include the parcel number of the upland property used in conjunction with the Easement Property, if any. Grantee shall provide State with recording information, including the date of recordation and file number. If Grantee fails to record this Easement, State may record this Easement and Grantee shall pay the costs of recording upon State's demand.

16.13 Modification. No modification of this Easement is effective unless in writing and signed by both Parties. Oral representations or statements do not bind either Party.

16.14 Survival. Any obligations of Grantee not fully performed upon termination of this Easement do not cease, but continue as obligations of the Grantee until fully performed.

DRAFT

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16.15 Exhibits and Attachments. All referenced exhibits and attachments are incorporated in this Easement unless expressly identified as unincorporated.

THIS AGREEMENT requires the signature of all Parties and is effective on the date of the last signature below.

CITY OF NORTH BEND

Dated: _____, 20____

By: ROB MCFARLAND
Title: Mayor
Address: 920 SE Cedar Falls Way
Phone: (425) 888-1211
North Bend, WA 98045

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

Dated: _____, 20____

By: ALEXANDER K. SMITH
Title: Deputy Supervisor for Forest
Address: Resilience, Regulation, and Aquatics
1111 Washington Street SE
Olympia, WA 98504-7001

Aquatic Lands Outfall Easement
Template approved as to form this
10th day of January 2022
Jennifer Clements, Assistant Attorney General

Aquatic Lands Outfall Easement (6/15/2023) Page 31 of 37

Easement No. 51-074733

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NOR A COMMITMENT TO EXTEND AN OFFER
REPRESENTATIVE ACKNOWLEDGMENT

[Notarized online using audio-video communication]

STATE OF _____)
County of _____) ss.
)

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

[This notarial act involved the use of communication technology.]

Dated: _____, 20____

(Seal or stamp)

(Signature)

(Print Name)

Notary Public in and for the State of
Washington, residing at

My appointment expires _____

**THIS DRAFT DOES NOT CONSTITUTE AN OFFER
NOR A COMMITMENT TO EXTEND AN OFFER
STATE ACKNOWLEDGMENT**

[Notarized online using audio-video communication]

STATE OF WASHINGTON)) ss.
County of)

I certify that I know or have satisfactory evidence that ALEXANDRA K. SMITH is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath stated that she was authorized to execute the instrument and acknowledged it as the Deputy Supervisor for Forest Resilience, Regulation, and Aquatic of the Department of Natural Resources, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

[This notarial act involved the use of communication technology.]

Dated: _____, 20____

(Signature)

(Print Name)

Notary Public in and for the State of
Washington, residing at

My appointment expires

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NOR A COMMITMENT TO EXTEND AN OFFER
EXHIBIT A

PROPERTY DESCRIPTION

Agreement Number 51-074733

1. LEGAL DESCRIPTION OF THE PROPERTY:

THAT PORTION OF THE STATE OF WASHINGTON'S SHORELANDS, IF ANY, ADJOINING AND WITHIN THE WATERS OF THE SOUTH FORK OF THE SNOQUALMIE RIVER LYING WITHIN A 30.00-FOOT-WIDE STRIP ACROSS A PORTION OF THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 23 NORTH, RANGE 8 EAST, W. M., IN KING COUNTY, WASHINGTON, SAID STRIP LYING 15.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 9:

THENCE SOUTH $87^{\circ} 26' 05''$ EAST, ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER OF SECTION 9, A DISTANCE OF 647.35 FEET;

THENCE SOUTH $72^{\circ} 40' 04''$ EAST, 96.14 FEET, TO A POINT IN SAID SOUTH FORK OF THE SNOQUALMIE RIVER AND THE TRUE POINT OF BEGINNING OF SAID CENTERLINE AND SAID 30.00 FOOT WIDE STRIP;

THENCE CONTINUING SOUTH $72^{\circ} 40' 04''$ EAST, 30.00 FEET, TO THE CENTER OF AN EXISTING SEWER MANHOLE;

THENCE CONTINUING SOUTH $72^{\circ} 40' 04''$ EAST, 10.00 FEET, MORE OR LESS, TO THE LINE OF ORDINARY HIGH WATER OF SAID RIVER (THE LIMITS OF SAID SHORELANDS, IF ANY), AND THE TERMINUS OF SAID CENTERLINE AND SAID 30.00-FOOT-WIDE STRIP.

As shown on that unrecorded survey for the City of North Bend wastewater outfall, DNR Application No. 20-012834, dated January 5, 1990, By Robert E. Wallis, PLS, of Hedges & Roth Engineering, Inc. On file at the Washington State Department of Natural Resources Title and Records Office under DNR FILE 51-074733.

2. SQUARE FOOTAGE OF EASEMENT:

Total square feet 1200

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EXHIBIT B

1. DESCRIPTION OF PERMITTED USE

A. Existing Facilities. This is a new 30-year Outfall Easement to authorize continued operation and maintenance of a wastewater outfall on the South Fork Snoqualmie River by City of North Bend. The North Bend Wastewater Treatment Plant (WWTP) was originally constructed as a primary treatment facility in 1954. The existing outfall was installed in 1978 when the WWTP was upgraded to provide secondary treatment. This outfall was previously authorized under Aquatic Lands Lease 20-012834, which expired in June 2000. Wastewater discharges from this facility are authorized under NPDES Permit WA-0029351, which was most recently renewed in February 2019. The North Bend WWTP has a design flow of 2.6 mgd and an average monthly maximum flow of 1.2 mgd. The facility discharges secondary treated, disinfected effluent through a 21-inch reinforced concrete pipe that feeds into a diffuser structure which releases effluent by dispersed flow into the river and onto state-owned shorelands. The diffusion structure includes a concrete basin and a concrete diffuser wall with eight rows of ports constructed with 8-inch masonry blocks. The diffusion structure is surrounded by a cobble filter that protects the structure and distributes effluent flow.

The North Bend WWTP outfall is located on the right bank near River Mile 2 of the South Fork Snoqualmie River, just north of the Bendigo Blvd N Bridge. Surrounding land use is moderate density residential and forested. The WWTP collection system primarily services residential customers, with approximately 25% of connections servicing commercial customers. Water depths in the vicinity of the outfall vary between approximately 2 feet at low water and 20 feet at high water. Sediments are primarily sand and gravel, and the riverbanks consist of levees protected by rip rap. Average discharge in the river mainstem is 80 cfs at this location, and the flow in the side channel where the outfall discharges ranges between approximately 2.5 fps at low flow and 25 fps at high flow. The diffuser structure is located entirely above the water surface during normal river flows. However, during flood flows the diffuser structure may submerge and effluent may discharge through the diffuser manhole. There are no salmon present in the South Fork Snoqualmie River due to the downstream migration barrier created by Snoqualmie Falls. Priority habitat is designated for cutthroat trout, northern spotted owl, and elk. Riparian vegetation consists of a mix of native and non-native species, including alder, maple, cedar, hemlock, cottonwood, Himalayan blackberry, and knotweed. Sediments are primarily sand and gravel, and the shoreline is comprised of levees armored with rip rap. There are no documented sediment quality impairments or sediment cleanup sites in the vicinity. Water quality impairments are documented for temperature, bacteria, and dissolved oxygen. TMDLs have been developed for temperature, dissolved oxygen,

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bacteria, and pH. The facility is subject to Wasteload Allocations for NBOD, CBOD, and temperature.

A 96-inch manhole cover is also present within the easement area, and it appears that a 12-inch concrete stormwater outfall with a flap gate extending 34 feet from the levee face is also present just north of the wastewater outfall. Facility effluent did not consistently comply with permit limits during the previous permit term. The collection system is known to have ongoing inflow and infiltration issues, and much of the existing treatment infrastructure has reached the end of its service life. The current NPDES permit includes a Schedule of Compliance requiring significant upgrades to the treatment facility within the next five years. Required work includes upgrades to existing clarifiers, construction of a new clarifier, replacement of the UV disinfection system, construction of a storage tank for temperature mitigation, and installation of a pH adjustment system. Changes to the manhole cover on state-owned aquatic shorelands are also proposed as part of facility upgrade work. Proposed future work includes saw-cutting two approximately 3-square foot rectangular openings in the existing manhole lid and installing sections of fiberglass grating with rubber mats attached at one end over each hole to allow effluent and water to discharge through the top of the manhole during high river flows. The existing metal manhole cover will also be replaced with fiberglass grating. Manhole reconfiguration is expected to reduce backwater effects, head loss, and the need for effluent pumping during high river flows. No changes in outfall configuration or effluent quantity are proposed at this time.

B. Proposed Work.

State has not authorized Grantee to conduct any Work on the Easement Property. Grantee shall obtain State's prior written consent before conducting any Work pursuant to Section 7.3 of this Easement and obtain all necessary regulatory permits for such Work.

2. ADDITIONAL OBLIGATIONS

State has not authorized Grantee to conduct any Work on the Easement Property. Where Work will need to be conducted to meet the Additional Obligations below, Grantee shall obtain State's prior written consent in accordance with Section 7.3 of this Easement and obtain all necessary regulatory permits prior to commencing such Work.

A. At the time of application to renew the NPDES Permit, or every five (5) years, whichever is first, Grantee shall submit to State a report addressing progress to reduce discharges on state-owned aquatic land and associated biological communities. "Progress" means Grantee is analyzing or developing alternative treatment and/or disposal methods including, but not limited to, (1) reduction of inflow and infiltration; (2) groundwater recharge; (3) stream augmentation,

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industrial process supply, and/or agricultural application; (4) water conservation programs; (5) other water re-use projects; (6) low impact development; and (7) stormwater treatment processes.

B. National Pollutant Discharge Elimination System (NPDES) permit

- i. The NPDES Permit start date is February 1, 2019, and requires renewal in accordance with WAC 173-220-180.
- ii. Grantee shall notify State when they contact the Washington State Department of Ecology to apply or renew a National Pollutant Discharge Elimination System (NPDES) permit.
- iii. Grantee shall notify State of any proposed changes/additions/deletions to the NPDES permit and allow State a reasonable period to comment.
- iv. Grantee shall submit to State all NPDES Outfall Evaluation Reports.

Aquatic Lands Outfall Easement
Template approved as to form this
24th day of March 2021
Jennifer Clements, Assistant Attorney General

King County iMap



The information included on this map has been compiled by King County staff from a variety of sources and is subject to change without notice. King County makes no representations or warranties, express or implied, as to accuracy, completeness, timeliness, or rights to the use of such information. This document is not intended for use as a survey product. King County shall not be liable for any general, special, indirect, incidental, or consequential damages including, but not limited to, lost revenues or lost profits resulting from the use or misuse of the information contained on this map. Any sale of this map or information on this map is prohibited except by written permission of King County.

Notes:

Date: 11/15/2023





City Council Agenda Bill

SUBJECT:	Agenda Date: December 5, 2023	AB23-147
Motion Ratifying Opting the City Out of Class Action Lawsuits with 3M and DuPont de Nemours, Inc. Regarding PFAS Contamination of Drinking Water Supplies	Department/Committee/Individual	
Cost Impact: N/A	Mayor Rob McFarland	
Fund Source: N/A	City Administrator – David Miller	
Timeline: Immediate	City Attorney – Kendra Rosenberg	X
	City Clerk – Susie Oppedal	
	Administrative Services – Lisa Escobar	
	Comm & Econ Development – Rebecca Deming	
	Finance – Drew Bouda	
	Public Works – Mark Rigos, P.E.	X

Attachments: 3M and DuPont Settlement Notices

SUMMARY STATEMENT:

The City of North Bend has not detected per- and polyfluoroalkyl substances (“PFAS”) in its public water system. Though, in recent years, PFAS have been found in drinking water supplied by an increasing number of purveyors. PFAS have a number of uses, including coatings for non-stick pots and pans, water and stain proofing for fabrics, firefighting foam, and other uses. Often referred to as “forever chemicals,” they can negatively impact human health in numerous ways, including suppressing the immune system, complicating reproduction, decreasing vaccine responses, and causing cancers. Treating drinking water to acceptable levels can cost millions of dollars per source.

North Bend has tested both of the City’s drinking water sources for PFAS several times to date, and all test results have indicated that PFAS were not detectable. Based on the location of the City’s drinking water sources, however, Staff believe there is some potential for future contamination.

Two class-action lawsuits in the US have recently been settled by PFAS manufacturers, 3M and DuPont de Nemours, Inc. (“DuPont”), in the combined amount of approximately \$13 billion to benefit municipal water purveyors. The settlements consist of Phase I class members, those who have detected PFAS in their drinking water systems, and Phase II class members, those who have not detected PFAS in their systems. North Bend is a Phase II class member. Municipal purveyors serving more than 3,300 people are automatically included in the class-action lawsuits unless they affirmatively opt out of the lawsuit.

As a Phase II class member, if North Bend does not opt out, the City would be entitled to receive up to \$200 for testing of each water source. Phase II class members are required to continually test or potentially release the claim. The amount of settlement funds for Phase II members is currently unknown but will be determined based on PFAS test results and flow rates of the public water system. The Claims Administrators for each lawsuit will look at the necessary capital costs and the operations and maintenance costs to determine the settlement award. Phase I class members could use up all or the great majority of the available settlement funds, leaving little for Phase II class members. If a purveyor decides to remain in the class action lawsuits, future claims by the purveyor against 3M and/or DuPont could be met with arguments that those claims may have been waived.

Due to the low likelihood of receiving any significant funding from the settlements and the potential future risk of contamination to our water system, the City Attorney and Staff recommend that the City opt out of the two proposed settlements. The deadline for the City to file opt-out paperwork is December 4, 2023, for the DuPont litigation, and December 11, 2023, for the 3M litigation. The necessary filings have been submitted to the relevant courts, and the City Council is asked to ratify this action.

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 November 28, 2023, Transportation and Public Works Committee meeting and was recommended for approval and placement on the Consent Agenda.

RECOMMENDED ACTION: **MOTION to approve AB23-147, ratifying the City opting out of the pending 2023 class action lawsuits with 3M and DuPont de Nemours, Inc. regarding PFAS contamination of drinking water supplies.**

RECORD OF COUNCIL ACTION

<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
December 5, 2023		

**SUMMARY NOTICE OF PROPOSED CLASS ACTION SETTLEMENT
AND COURT-APPROVAL HEARING**

In re: Aqueous Film-Forming Foams Products Liability Litigation, MDL No. 2:18-mn-02873
This Document relates to: *City of Camden, et al., v. 3M Company*, No. 2:23-cv-03147-RMG

UNITED STATES DISTRICT COURT, DISTRICT OF SOUTH CAROLINA, CHARLESTON DIVISION

TO THE SETTLEMENT CLASS: All Active Public Water Systems in the United States of America that have one or more Impacted Water Sources as of June 22, 2023; and all Active Public Water Systems that do not have one or more Impacted Water Sources as of June 22, 2023 and

- (i) are required to test for certain PFAS under U.S. EPA's UCMR-5, or
- (ii) serve more than 3,300 people, according to U.S. EPA's SDWIS data system.

All capitalized terms not otherwise defined herein shall have the meanings set forth in the Settlement Agreement, available for review at www.PFASWaterSettlement.com.

Active Public Water System means a Public Water System whose activity-status field in SDWIS states that the system is "Active."

Impacted Water Source means a Water Source that has a Qualifying Test Result showing a Measurable Concentration of PFAS.

As used above, **Public Water System** means a system for the provision to the public of water for human consumption through pipes or other constructed conveyances, if such system has at least fifteen (15) service connections or regularly serves an average of at least twenty-five (25) individuals daily at least sixty (60) days out of the year, consistent with the use of that term in the Safe Drinking Water Act, 42 U.S.C. § 300f(4)(A), and 40 C.F.R. Part 141.

Public Water System includes (i) any collection, treatment, storage, and distribution facilities under control of the operator of such system and used primarily in connection with such system, and (ii) any collection or pretreatment storage facilities not under such control which are used primarily in connection with such system. Solely for purposes of the Settlement Agreement, the term "Public Water System" refers to a Community Water System of any size or a Non-Transient Non-Community Water System that serves more than 3,300 people, according to SDWIS; or any Person (but not any financing or lending institution) that has legal authority or responsibility (by statute, regulation, other law, or contract) to fund or incur financial obligations for the design, engineering, installation, operation, or maintenance of any facility or equipment that treats, filters, remediates, or manages water that has entered or may enter Drinking Water or any Public Water System; but does not refer to a Non-Transient Non-Community Water System that serves 3,300 or fewer people, according to SDWIS, or to a Transient Non-Community Water System of any size. It is the intention of the Settlement Agreement that the definition of "Public Water System" be as broad, expansive, and inclusive as possible.

What Is the Purpose of this Notice? The purpose of this Notice is (i) to advise you of a proposed settlement of certain Claims against 3M Company ("3M" or "Defendant") in the United States District Court for the District of South Carolina (the "Court"); (ii) to summarize your rights in connection with the Settlement; and (iii) to inform you of a Court hearing to consider whether to grant final approval of the Settlement (the "Final Fairness Hearing"), to be held on February 2, 2024, at 10:00 a.m. EST in Charleston Courtroom #1, J. Waties Waring Judicial Center, before the Honorable Richard M. Gergel, United States District Judge of the United States District Court for the District of South Carolina, located at 85 Broad Street, Charleston, South Carolina 29401.

What Are the Key Terms of the Proposed Settlement? 3M has agreed to pay an amount not less than

\$10,500,000,000 and not more than \$12,500,000,000, inclusive (the “Settlement Amount”), subject to final approval of the Settlement by the Court and certain other conditions specified in the Settlement Agreement. 3M shall additionally pay up to \$5,000,000 to cover costs incurred by the Notice Administrator in the course of executing the Notice Plan. Together, these payments constitute the “Settlement Funds.” In no event shall 3M be required under the Settlement Agreement to pay any amounts above the Settlement Funds. Any fees, costs, or expenses payable under the Settlement Agreement shall be paid out of, and shall not be in addition to, the Settlement Funds. Each Settlement Class Member that has not excluded itself from the Class will be eligible to receive a settlement check(s) from the Claims Administrator based on the Allocation Procedures developed by Class Counsel, which are subject to final approval by the Court as fair and reasonable and whose administration is under the oversight of the Special Master.

What Are My Options?

YOU CAN PARTICIPATE IN THE SETTLEMENT. You must file a Claims Form to be eligible to receive a payment under the Settlement. You can submit your Claims Form online at www.PFASWaterSettlement.com, or you can download, complete, and mail your Claims Form to the Claims Administrator at AFFF Public Water System Claims, P.O. Box 4466, Baton Rouge, Louisiana 70821. The deadline for a Phase One Settlement Class Member to submit a Phase One Public Water System Settlement Claims Form is 60 days following the Effective Date, and the deadline for a Phase Two Settlement Class Member to submit a Phase Two Action Fund Claims Form is July 31, 2026.

Regardless of whether you file a Claims Form or receive any distribution under the Settlement, unless you timely opt out as described below, you will be bound by the Settlement and any judgment or other final disposition related to the Settlement, including the Release set forth in the Settlement Agreement, and will be precluded from pursuing claims against 3M separately if those Claims are within the scope of the Release.

YOU CAN OPT OUT OF THE SETTLEMENT. If you do not wish to be a Settlement Class Member and do not want to participate in the Settlement and receive a settlement check, you may exclude yourself from the Class by completing and mailing a notice of intention to opt out. Any Person within the Settlement Class that wishes to opt out of the Settlement Class and Settlement must serve a written and signed statement entitled “Request for Exclusion” on the Notice Administrator, the Special Master, the Claims Administrator, 3M’s Counsel, and Class Counsel no later than **December 11, 2023**.

YOU CAN OBJECT TO THE SETTLEMENT. Any Settlement Class Member that has not successfully excluded itself (“opted out”) may object to the Settlement. Any Settlement Class Member that wishes to object to the Settlement or to an award of fees or expenses to Class Counsel must file a written and signed statement designated “Objection” with the Clerk of the Court and provide service on 3M’s Counsel and Class Counsel no later than **November 11, 2023**.

VISIT WWW.PFASWATERSETTLEMENT.COM FOR COMPLETE INFORMATION ABOUT YOUR RIGHTS

The Court’s Final Fairness Hearing. The Court will hold the Final Fairness Hearing in Charleston Courtroom #1, J. Waties Waring Judicial Center of the United States District Court for the District of South Carolina, located at 85 Broad Street, Charleston, South Carolina 29401, on **February 2, 2024 at 10:00 a.m. EST**. At that time, the Court will determine, among other things, (i) whether the Settlement should be granted final approval as fair, reasonable, and adequate, (ii) whether the Litigation should be dismissed with prejudice pursuant to the terms of the Settlement Agreement, (iii) whether the Settlement Class should be conclusively certified, (iv) whether Settlement Class Members should be bound by the Release set forth in the Settlement Agreement, (v) the amount of attorneys’ fees and costs to be awarded to Class Counsel, if any, and (vi) the amount of the award to be made to the Class Representatives for their services, if any.

The Final Fairness Hearing may be postponed, adjourned, or continued by Order of the Court without further notice to the Class.

How Do I Get More Information? Please visit www.PFASWaterSettlement.com or call toll free **1-855-714-4341**. You may also contact Class Counsel or the Notice Administrator for more information:

Class Counsel	Class Counsel
<p>Scott Summy Baron & Budd, P.C. 3102 Oak Lawn Ave., Ste. 1100 Dallas, TX 75219 Email: ssummy@baronbudd.com</p>	<p>Michael A. London Douglas & London 59 Maiden Lane, 6th Fl. New York, NY 10038 Email: mlondon@douglasandlondon.com</p>
<p>Paul J. Napoli Napoli Shkolnik 1302 Avenida Ponce de Leon San Juan, PR 00907 Email: pnapoli@NSPRlaw.com</p>	<p>Elizabeth A. Fegan Fegan Scott LLC 150 S. Wacker Drive, 24th Floor Chicago, IL 60606 Email: beth@feganscott.com</p>
<p>Joseph F. Rice Motley Rice LLC 28 Bridgeside Blvd. Mt. Pleasant, SC 29464</p>	

Notice Administrator	Claims Administrator
<p>In re: Aqueous Film-Forming Foams Products Liability Litigation c/o 3M Notice Administrator 1650 Arch Street, Suite 2210 Philadelphia, PA 19103 Email: PFASSettlement@AngeionGroup.com</p>	<p>AFFF Public Water System Claims PO Box 4466 Baton Rouge, LA 70821 Email: Info@pfaswatersettlement.com</p>

**NOTICE OF PROPOSED CLASS ACTION SETTLEMENT
AND COURT-APPROVAL HEARING**

In re: Aqueous Film-Forming Foams Product Liability Litigation, MDL No. 2:18-md-02873
This Document relates to: City of Camden, et al., v. E.I. DuPont de Nemours and Company, et al.,
No. 2:23-cv-03230-RMG

UNITED STATES DISTRICT COURT, DISTRICT OF SOUTH CAROLINA, CHARLESTON DIVISION

TO THE SETTLEMENT CLASS: All Public Water Systems in the United States of America that draw or otherwise collect from any Water Source that, on or before June 30, 2023, was tested or otherwise analyzed for PFAS and found to contain any PFAS at any level; and

All Public Water Systems in the United States of America that, as of June 30, 2023, are (i) subject to the monitoring rules set forth in the U.S. EPA's Fifth Unregulated Contaminant Monitoring Rule ("UCMR 5") (i.e., "large" systems serving more than 10,000 people and "small" systems serving between 3,300 and 10,000 people), or (ii) required under applicable state or federal law to test or otherwise analyze any of their Water Sources or the water they provide for PFAS before the deadline of sample collection under UCMR 5.

All capitalized terms not otherwise defined herein shall have the meanings set forth in the Settlement Agreement and the Allocation Procedures, available for review at www.PFASWaterSettlement.com.

As used above, "Public Water System" means a system for the provision of water to the public for human consumption through pipes or other constructed conveyances, if such system has at least fifteen (15) service connections or regularly serves at least twenty-five (25) individuals. A "Public Water System" shall include the owner and/or operator of that system and any public entity that is legally responsible for funding (by statute, regulation, other law, or contract), other than a State or the federal government, a Public Water System described in such Paragraph or has authority to bring a claim on behalf of such a Public Water System.

What Is The Purpose of This Notice? The purpose of this Notice is (i) to advise you of a proposed settlement of certain claims against The Chemours Company, The Chemours Company FC, LLC, DuPont de Nemours, Inc., Corteva, Inc., and E.I. DuPont de Nemours and Company n/k/a EIDP, Inc. (collectively the "Settling Defendants") in the United States District Court for the District of South Carolina (the "Court"); (ii) to summarize your rights in connection with the Settlement; and (iii) to inform you of a Court hearing to consider whether to grant final approval of the Settlement (the "Final Fairness Hearing"), to be held on December 14, 2023 at 10:00 a.m., before the Honorable Richard M. Gergel, United States District Judge of the United States District Court for the District of South Carolina, located at 85 Broad Street, Charleston, South Carolina 29401.

What Are The Key Terms of the Proposed Settlement? The Settling Defendants have agreed to pay one billion one hundred eighty-five million dollars (\$1,185,000,000)(the "Settlement Amount"), subject to final approval of the Settlement by the Court and certain other conditions specified in the Settlement Agreement. In no event shall the Settling Defendants be required to pay any amounts under the Settlement Agreement above the Settlement Amount. Any fees, costs, or expenses payable under the Settlement Agreement shall be paid out of, and shall not be in addition to, the Settlement Amount. Each Settlement Class Member who has not excluded itself from the Class will be eligible to receive a settlement check(s) from the Claims Administrator based on the Allocation Procedures developed by Class Counsel, which are subject to final approval by the Court as fair and reasonable and which are under the oversight of the Special Master.

What Are My Options?

YOU CAN PARTICIPATE IN THE SETTLEMENT. You must file a Claims Form to be eligible to

receive a payment under the Settlement. You can submit your Claims Form online at www.PFASWaterSettlement.com, or you can download, complete and mail your Claims Form to the Claims Administrator at AFFF Public Water System Claims, PO Box 4466, Baton Rouge, LA 70821. The deadlines to submit a Claim Forms are illustrated below. Regardless of whether you file a Claims Form or receive any distribution under the Settlement, unless you timely opt out as described below, you will be bound by any judgment or other final disposition of the Released Claims, including the Release set forth in the Settlement Agreement, and will be precluded from pursuing claims against the Settling Defendants separately if those Claims are within the scope of the Release.

Deadline Description	Deadline Date
Phase One Public Water System Claims Form	60 Days after the Effective Date
Phase One Special Needs Claims Form	45 Days after the Phase One Public Water System Claims Form Deadline
Phase Two Testing Claims Form	1/1/2026
Phase Two Public Water System Claims Form	6/30/2026
Phase Two Special Needs Claims Form	8/1/2026
Phase One Supplemental Fund Claims Form	12/31/2030
Phase Two Supplemental Fund Claims Form	12/31/2030

YOU CAN OPT OUT OF THE SETTLEMENT. If you do not wish to be a Settlement Class Member, and do not want to participate in the Settlement and receive a Settlement Benefit Check, you may exclude yourself from the Class by completing and mailing a notice of intention to opt out. Any Person within the Settlement Class who wishes to opt out of the Settlement Class and Settlement must file a written and signed statement entitled “Request for Exclusion” with the Notice Administrator and provide service on all Parties no later than **DECEMBER 4, 2023**.

YOU CAN OBJECT TO THE SETTLEMENT. Any Settlement Class Member who has not successfully excluded itself (“opted out”) may object to the Settlement. Any Settlement Class Member who wishes to object to the Settlement or to an award of fees or expenses to Class Counsel must file a written and signed statement designated “Objection” with the Clerk of the Court and provide service on all Parties in no later than **NOVEMBER 4, 2023**.

**VISIT WWW.PFASWATERSETTLEMENT.COM FOR COMPLETE INFORMATION
ABOUT YOUR RIGHTS**

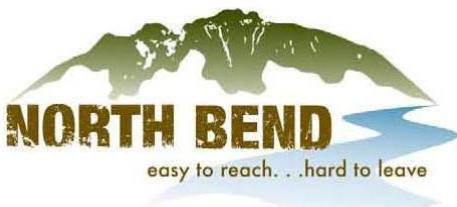
The Court’s Final Fairness Hearing. The Court will hold the Final Fairness Hearing in Hon. Sol Blatt, Jr., Courtroom of the United States District Court for the District of South Carolina, located at 85 Broad Street, Charleston, South Carolina 29401, on **December 14, 2023 at 10:00 a.m.** At that time, the Court will determine, among other things, (i) whether the Settlement should be granted final approval as fair, reasonable, and adequate, (ii) whether the Released Claims should be dismissed with prejudice pursuant to the terms of the Settlement Agreement, (iii) whether the Settlement Class should be conclusively certified, (iv) whether Settlement Class Members should be bound by the Release set forth in the Settlement Agreement, (v) the amount of attorneys’ fees and costs to be awarded to Class Counsel, if any, and (vi) the amount of the award to be made to the Class Representatives for their services, if any. The Final Fairness Hearing may be postponed, adjourned, or continued by Order of the Court without further notice to the Class.

How Do I Get More Information? Please visit www.PFASWaterSettlement.com or call toll free **1-855-714-4341**. You may also contact Class Counsel or the Notice Administrator for more information:

Class Counsel	Class Counsel	Class Counsel
<p>Scott Summy Baron & Budd, P.C. 3102 Oak Lawn Ave., Ste. 1100 Dallas, TX 75219 Email: summy@baronbudd.com</p>	<p>Michael A. London Douglas & London 59 Maiden Lane, 6th Fl. New York, NY 10038 Email: london@douglasandlondon.com</p>	<p>Paul J. Napoli Napoli Shkolnik 1302 Ponce de Leon Santurce, PR 00907 Email: pnapoli@NSPRLaw.com</p>

Notice Administrator	Claims Administrator
<p>In re: Aqueous Film-Forming Foams Products Liability Litigation c/o Notice Administrator 1650 Arch Street, Ste 2210 Philadelphia, PA 19103 PFASSettlement@AngeionGroup.com</p>	<p>AFFF Public Water System Claims PO Box 4466 Baton Rouge, LA 70821 Email: info@pfaswatersettlement.com</p>

The paragraphs above provide only a general summary of the terms of the settlement. In the event of a conflict between this Notice and the Settlement Agreement, the terms of the Settlement Agreement control. You can review the Settlement Agreement itself for more information about the exact terms of the settlement. The Settlement Agreement is available at www.PFASWaterSettlement.com.



City Council Agenda Bill

SUBJECT:	Agenda Date: December 5, 2023	AB23-148
Motion Authorizing Contract with Gray and Osborne for the SR-202 Shared Use Path Extension Capital Project	Department/Committee/Individual	
Cost Impact: \$72,900 NTE (local match)	Mayor Rob McFarland	
Fund Source: Federal Grant for \$467,100 and local match of \$72,900 covered by TBD and/or TIF funds	City Administrator – David Miller	
Timeline: Immediate	City Attorney – Kendra Rosenberg	
	City Clerk – Susie Oppedal	
	Administrative Services – Lisa Escobar	
	Comm. & Economic Development – Rebecca Deming	
	Finance – Drew Bouda	
	Public Works – Mark Rigos, P.E.	X

Attachments: Work Scope & Fee

SUMMARY STATEMENT:

The State Route 202 (SR-202) Shared-Use Path and Bridge Transportation Capital Project (Project No. T-058) is currently the second highest rated project on the City of North Bend's 2024-2029 6-Year Transportation Improvement Plan (TIP), which was adopted by City Council in June 2023.

This project will not only complete planned Phase 3 of the WWTP HPI project which consists of frontage improvements along SR-202 and landscaping to help screen the WWTP, but it also consists of a pedestrian-biking bridge over the South Fork Snoqualmie River that will provide 2 main purposes. The first being safer pedestrian and bicycle access to and from the downtown core to Tollgate and Meadowbrook Farms and the second being the bridge will act as utility pipe carrier for the Meadowbrook Sewer ULID. Work will also include continuation of trails within Tollgate Farm to connect the new bridge to existing trails constructed by Si View MPD on the west side of Tollgate Farm.

The City was awarded \$467,597 in Federal Highway Administration (FHWA) grant funds for the engineering design phase of this project which also came with a local match requirement of \$72,978. City Council accepted these funds, approved the match amount, and agreed to enter into a contract with WSDOT (who administers these federal funds for the City) at the May 2, 2023 City Council Meeting. The federal funds were obligated on May 18, 2023, meaning the City is able to move forward with design phase expenditures as of this date and be eligible for reimbursement with these federal funds.

Two City staff and one WSDOT representative selected G&O to provide engineering services for this project after going through a Statement of Qualifications and Interview process which is a requirement for federal grant funds. G&O services include the typical tasks such as project management, WSDOT coordination, topographical survey, hydraulic analysis, NEPA/SEPA preparation including cultural resource and Section 106 services, environmental permitting, geotechnical services including test pit(s), stormwater analysis/design, civil and traffic design services, and utility coordination.

Design is anticipated to be completed in 2024 with construction taking place in 2025. Staff is working to line up construction of the Meadowbrook ULID with this project.

Funding for the design portion of this project comes from a federal grant that covers 86.5% of the cost and local match that covers the remaining 13.5% of the cost. With a total engineering contract amount of \$540,000 that comes out to \$467,100 in federal grant funds and \$72,900 in local match.

City staff will request that the remaining federal funds be moved into the construction phase of this project.

City Council Agenda Bill

City staff recommends moving forward with G&O for the attached work scope and fee.

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

COMMITTEE REVIEW AND RECOMMENDATION: This item was discussed at the November 28, 2023 Transportation and Public Works Committee meeting and was recommended for approval and placement on the Consent Agenda.

RECOMMENDED ACTION: **MOTION to approve AB23-148, authorizing a contract with G&O for the SR-202 Shared Use Path and Bridge Transportation Capital Project, in a form and content acceptable to the City Attorney, in an amount not to exceed \$540,000.00.**

RECORD OF COUNCIL ACTION

<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
December 5, 2023		

EXHIBIT A

SCOPE OF SERVICES

CITY OF NORTH BEND SR 202 SHARED USE TRAIL EXTENSION

INTRODUCTION

The City of North Bend (AGENCY) desires to employ the services of Gray & Osborne, Inc. (CONSULTANT), a qualified engineering consultant, to assist the AGENCY in the development of various pedestrian facilities to enhance the existing trail system in the northwest portion of the City. As such, the CONSULTANT (and its subconsultants) shall provide engineering and related services necessary to prepare preliminary and final plans, specifications, and cost estimates (PS&E) resulting in construction documents for the bid and award of the following:

The installation of pedestrian facilities along the north side of SR 202 from Boalch Avenue NW to Sydney Avenue North, a distance of approximately 2,600 linear feet. Specific project elements include:

- Half street frontage improvements including minor street widening (for bicycle and parking lanes) curb, gutter, drainage swale, landscaping and 8-foot wide concrete sidewalks (minimum) adjacent to the Wastewater Treatment Facility (WWTF);
- Underground existing aerial utilities located along the SR 202 frontage of the WWTF;
- A prefabricated pedestrian bridge (12-foot wide) over the South Fork Snoqualmie River. This bridge will also be used to support future City-owned utilities (sewer and water);
- A bridge and/or elevated boardwalk(s) (12-foot wide) (similar in appearance to the existing boardwalks in the Tollgate Farm trail system) over Ribary Creek;
- A paved shared use trail (12-foot wide) connecting to the frontage improvements along the WWTF, extending to Boalch Avenue NW. Lighting will be provided along the WWTF frontage, extending (and including) across the pedestrian bridge).

The pedestrian facilities will generally be located on property owned by the AGENCY which lies north and east of SR 202.

The engineering and related services contemplated for this phase of the project (design/bid/award) will include topographic survey and mapping, geotechnical investigation, cultural investigation, wetland delineation, hydraulic analyses, preparation of environmental documents and regulatory permit applications, development of conceptual, preliminary and final PS&E documents, participation in a public involvement process, coordination with funding and regulatory agencies, and utility purveyors, and assisting the AGENCY, as may be desired, with the bid and award phase.

Our scope of work is more particularly described below.

Task 1 – Project Management (Gray & Osborne, Inc., and PH Consulting, LLC (DBE))

Objective: Provide overall project management of CONSULTANT resources, provide subconsultant management, monitor and manage budget, manage and oversee the schedule of deliverables, manage quality assurance/quality control (QA/QC) program, and provide client contact.

CONSULTANT and SUBCONSULTANT Responsibilities

1. Contract execution, internal accounting, and auditing.
2. Internal resource management and prioritization of resources.
3. Oversee QA/QC reviews of engineering products to include constructability review, risk management assessment, and identification and pursuit of critical path items.
4. Subconsultant coordination/management and contract administration.
5. Preparation of monthly progress reports (to be submitted with monthly invoices).
6. Manage and oversee the schedule of deliverables.
7. File management: maintain records, files, documents and reports.
8. Attend a “kick-off” meeting with AGENCY and selected subconsultants. Topics at this meeting may include, chain-of-command, frequency of communication/coordination meeting, layout of the general trail alignment, etc.
9. Attend four (in-person) meetings with the AGENCY to review the project.

Assumptions

1. CONSULTANT will provide standard CONSULTANT-formatted invoices identifying personnel, hours, subconsultant costs (with itemized bills), and direct costs (mileage, printing, etc.). Invoices will be provided on a monthly basis.

AGENCY Responsibilities

1. Review and process monthly invoices in a timely fashion.

Deliverables

1. Monthly reports identifying major work items completed during invoice period and identification of any impacts to the schedule of deliverables, scope, and/or budget.
2. Monthly invoices.
3. Original and/or courtesy copies of electronic mail, letters, subconsultant contracts, etc., applicable to the development of the project.

Task 2 – WSDOT Coordination (Gray & Osborne, Inc., and PH Consulting, LLC (DBE))

Objective: To ensure that all elements of design comply with the requirements of the WSDOT Local Agency Guidelines (LAG) Manual and ensure all improvements on SR 202 comply with WSDOT Standards.

CONSULTANT and SUBCONSULTANT Responsibilities

1. Meet with WSDOT Local Programs.
2. Provide direct coordination with WSDOT Local Program, including submittal of all applicable WSDOT forms.
3. Prepare Design Documentation for improvements and WSDOT ROW Improvements. Include Design Approval memorandum, Basis of Design (if needed), No ROW verifications, and Public Interest Finding (PIF) documentation as needed for advanced procurement/agency work related to pre-cast bridge structures.
4. Maintain checklists and files to aide in WSDOT project audits, as may be applicable.

Task 3 – Survey and Mapping (Gray & Osborne, Inc.)

Objective: Establish vertical and horizontal control on AGENCY approved datum, and acquire topographical features suitable to support the design and mapping of project corridor.

CONSULTANT Responsibilities

1. The CONSULTANT (with the assistance of the AGENCY) will establish the general trail alignment by placing stakes/hubs in the field. This general alignment will be used to complete the survey and mapping efforts.
2. Research and acquire public records of survey, plat maps, assessor maps, and related survey data, as may be available from public agencies (King County and AGENCY).
3. Identify, for the preparation of the contract documents, the existing right-of-way lines within the project limits and all intersecting public rights-of-way.
4. Establish vertical and horizontal control for survey and mapping at a scale of 1"=20' horizontal and 1"=5' vertical. Datum will be per AGENCY standards/requirements. Coordinate survey work with AGENCY Public Works Department. Provide (set or establish) a minimum of three survey control points for vertical and horizontal control within project area.
5. Perform a topographical survey of project corridor. The survey will include a 50-foot wide swath centered on the general trail alignment and cross-sections across Ribary Creek, as required for hydraulic modeling purposes (TetraTech, Inc.). Topographical data shall include surface grades, pavement edges, ditches, utilities (visually obvious and/or painted surfaces during site survey), utility structures, fences, major trees and significant landscaping, pavement markings, wetland and stream boundaries, walkways, major grade breaks, and any other pertinent physical features, found in the project area deemed necessary to adequately map the project area for the purpose of designing a project of this nature.

Assumptions

1. Per King County iMap, the property where the improvements will be constructed is owned by the AGENCY. As such, establishment of property lines will be based on existing assessor maps/GIS.

2. Access onto AGENCY property will not be prevented in order to acquire the data described above. CONSULTANT assumes survey can be performed on a continuous basis and not piecemealed with multiple site visits due to property owners preventing access.
3. The development and/or recording of a “Record of Survey” is not required or included in this scope of work.
4. AGENCY-approved horizontal and vertical control/datum is readily available and accessible within 1/4 mile of the project site.
5. No right-of-way acquisition, to include right-of-entry agreements, appraisals, appraisal reviews, market research, legal descriptions, deeds, negotiations or conveyance documents are included in this scope of work.
6. No staking of existing or proposed right of way and/or easements is included in this scope of work.

AGENCY Responsibilities

1. The AGENCY will support survey efforts regarding notification to and inquiries from private property owners.
2. The AGENCY'S Public Works Department will provide to the CONSULTANT any pertinent survey control information they may have in their possession.
3. The AGENCY will specify survey datum to be used for the project.

Deliverables

1. Copy of electronic field data collected for the project as well as copies of any survey notes, calculations, plat maps, assessor maps, etc., pertinent to the project.
2. Hard copy and electronic file of survey mapping products.

Task 4 – Geotechnical Investigation – PanGEO, Inc.

Objective: Provide the services of a qualified geotechnical engineer (PanGEO) to provide geotechnical services to include research, visit site, conduct subsurface explorations, analyze soil conditions, and provide design recommendations to assist in the development of the project design, as more particularly described below.

SUBCONSULTANT Responsibilities

1. **Geologic Review** – Collect and review relevant information regarding site geological/geotechnical conditions available on-line and in our in-house library. Review geologic maps of the area, and the summary test boring logs for the previous explorations in the area.
2. **Site Reconnaissance** – PanGEO will conduct a site reconnaissance to review the existing site surface conditions for features that may impact the design and construction of the proposed improvements and mark the proposed borings locations for the utility locate.
3. **Subsurface Exploration** – PanGEO will observe and log the drilling of two borings to 80 feet deep at the location of the proposed river crossing; two borings to 30 feet deep at the location of the proposed boardwalk; and three borings to 10 feet deep evenly spaced along the proposed trail alignment. The actual depth of the borings will depend on the soil conditions encountered. The finalized test boring locations will be determined during the site reconnaissance based on the location of the marked utilities and site access. The borings will be monitored and logged under the full-time observation of an engineer or geologist from PanGEO. After completion of our field work, the borings will be back-filled in accordance with the Ecology requirements. At least 72 hours before beginning the field exploration PanGEO will notify one-call center for a public utility locate.
4. **Laboratory Testing** – PanGEO will perform geotechnical laboratory tests on soil samples collected from the test boring. Tests will be limited to natural moisture contents and grain size distribution.
5. **Engineering Analysis/Report** – PanGEO will perform engineering analyses based on the conditions encountered in the test borings and prepare a report summarizing the results of our geotechnical study. A draft report will be prepared for review by the project design team. After we receive review comments from the project team, we will prepare a final version of our report. In general, our report will include:
 - A site plan indicating the approximate location of subsurface

explorations;

- Description of surface and subsurface conditions (soil and groundwater) encountered in the test borings;
- Evaluation of geologic hazards, including soil liquefaction and associated hazards including ground settlement and lateral spreading;
- Recommendations for foundation design for the pedestrian bridge and boardwalk. Our report will consider foundation alternatives, including shallow footings bearing on improved ground, or a deep foundation system;
- Recommendations for subgrade preparation and backfill for the trail;
- General earthwork recommendations, and other recommendations, as needed, based on the site surface and subsurface conditions.

6. **Post-Report Consultation** – PanGEO will provide post-report consultation services to assist with the design and preparation of plans and specifications on an as-needed basis.

CONSULTANT Responsibilities

1. The CONSULTANT will review and the draft report and provide comments to PanGEO.
2. The CONSULTANT will update the AGENCY on the results and recommendations presented in the report.

Assumptions

1. AGENCY will provide any pertinent existing geotechnical information not previously prepared by PanGEO. PanGEO shall be able to rely on this information for their preliminary review and analysis.
2. Drilling activities shall occur over 4 days (i.e., 1 day for each 80-foot boring, and 2 days for the remaining borings).
3. PanGEO will obtain right-of-way permit, as applicable. Permit fees will be paid by AGENCY.

AGENCY Responsibilities

1. AGENCY will provide timely review and comment on the draft geotechnical report as may be applicable.
2. AGENCY will allow the borings to take place during normal working hours.

Deliverables

1. Geotechnical Report (draft and final).

Task 5 – Cultural Investigation – Equinox Research and Consulting International, Inc. (ERCI) (DBE)

Objective: Perform a cultural investigation and send report to Local Programs/DAHP/ Tribes as part of the Section 106 requirements.

SUBCONSULTANT Responsibilities

1. ERCI will perform background research on the project and design the subsurface survey work.
2. ERCI will assist in the development of the Area of Potential Effect (APE) for the project.
3. ERCI will prepare an Archaeological Permit Application and submit to DAHP.
4. ERCI will coordinate with tribes regarding fieldwork.
5. ERCI will complete the field work that will include a pedestrian and subsurface survey with up to 100 shovel probes. No deep machine testing is anticipated and is not included in this scope of work.
6. Prepare Reports in compliance with applicable tribal, federal and state regulations, including management recommendations.

CONSULTANT Responsibilities

1. The CONSULTANT will review the draft report and provide comments to ERCI.
2. The CONSULTANT will update the AGENCY on the results presented in the report.

Assumptions

1. This scope assumes that all relevant project information, prior reports including historic/architectural reports, design plans, and project maps; in addition to relevant project correspondence with DAHP or other agencies requesting this assessment and/or tribal cultural resources staff will be provided with the signed Agreement so that Equinox may begin this project immediately upon receipt of signed agreement.
2. This scope does not include costs for filling out Historic Property Inventory Forms for any historic buildings that may be affected by the project.
3. This scope does not include costs for evaluating or documenting cultural landscapes.
4. If human remains are found within the project area, all field investigations will cease immediately, proper authorities will be notified and field investigations will not resume until applicable state laws are addressed.

Deliverables

1. Cultural Assessment Report (draft and final).

Task 6 – Environmental Permitting – STELL Environmental Enterprises, Inc. (DBE)

Objective: Prepare State Environmental Policy Act (SEPA) and National Environmental Policy Act (NEPA) environmental permitting and documentation, wetland and stream delineations, impact analysis on streams and wetlands, critical areas assessment, and mitigation plans in accordance with local, state, and federal requirements.

SUBCONSULTANT Responsibilities

1. Document environmental conditions, coordinate with agencies, prepare Washington State Department of Transportation (WSDOT) Environmental Classification Summary (documented categorical exclusion (CE)), and develop needed permit applications.
2. Prepare Environmental Classification Summary (ECS) following the WSDOT Environmental Procedures Manual (M 31-11) to satisfy documentation requirements under NEPA. Assist with the development of alternatives.

3. Assess the range of environmental impacts potentially resulting from the preferred trail alternative and selected components, a permitting matrix, NEPA/SEPA preliminary classification based upon preparation of the ECS document; and environmental strategies.
4. Prepare a SEPA Environmental Checklist for processing by the CITY. Supporting documentation will be limited to documents prepared under this Scope of Work. It is assumed that the SEPA review will result in a Mitigated Determination of Non-significance and no Environmental Impact Statement or Environmental Assessment will be required.
5. Prepare the following permit applications for submittal to local, state, and federal agencies as required:
 - a. Joint Aquatic Resources Permit Application (JARPA)
 - b. Shoreline Substantial Development Permit (City of North Bend)
 - c. Floodplain Development Permit (City of North Bend)
 - d. Coastal Zone Management Act Consistency (Ecology)
 - e. Hydraulic Project Approval (Washington Department of Fish and Wildlife)
 - f. SEPA checklist (CITY-for SEPA determination and processing)
 - g. Environmental Classification Summary (WSDOT)

The JARPA package will include up to four permit drawings to describe project area, proposed project layout, construction staging, and construction activities.

6. Stell shall execute the following tasks to support the environmental documentation and permitting requirements:
 - a. Conduct necessary assessments to satisfy biological and ecological elements of North Bend Municipal Code, Title 14. Assess and create assessment narratives of critical aquifer recharge areas, wetlands and aquatic areas, wildlife habitat, and buffers. This shall include an impact analysis of the project on streams and wetlands. A floodplain habitat assessment will also be included.

- b. Delineate wetlands and streams within the study area following the Regional Supplement to the Corps of Engineers Wetland Delineation Manual.
 - i. Complete the field wetland determination form for each wetland and transcribe data sheets from field forms to electronic format.
 - ii. Complete the appropriate wetland rating forms and associated required figure for each wetland.
 - iii. Take representative photographs of aquatic resources.
 - iv. Prepare a sketch map showing approximate location of delineation lines and data plot locations for survey.
 - c. Prepare a Wetland and Stream Assessment Report (WSAR) using the current WSDOT template.
 - d. Revise the draft WSAR in accordance with WSDOT comments on the draft. Stell shall prepare responses to WSDOT comments and prepare a final WSAR.
 7. Stell shall prepare a Conceptual Mitigation Plan. Revise the draft Conceptual Mitigation Plan in accordance with WSDOT comments on the draft, prepare responses to WSDOT comments, and prepare a final Conceptual Mitigation Plan.

Assumptions

1. Per WSDOT Environmental Procedures Manual M 31-11 Chapter 300.04, the NEPA classification will be class II, CE.
2. Stell shall participate in a maximum of two interagency field meetings; additional meetings may require a budget modification.
3. Wetland Numbers: The wetland assessment includes reconnaissance-level work to determine the number of wetlands. Up to six wetlands (assessment and reporting) can be covered with this fee. Additional wetlands discovered during reconnaissance will necessitate additional task orders.
4. Flagging: Biologists will mark wetland and stream OHWM boundaries in the field with delineation flagging for pickup by surveyor and collect the Global Positioning System (GPS) locations of delineation flagging and data plots using handheld consumer-grade GPS units.

5. Soil Pits: Up to six wetland delineation soil pits will be excavated.
6. The AGENCY will Publish and process SEPA and Department of Ecology Notice of Intent.
7. AGENCY will pay all publishing and permit fees.

Deliverables

1. ECS, as needed per project scale.
2. Draft electronic copy of SEPA documentation will be provided to AGENCY.
3. Final electronic copy of SEPA documentation will be provided to AGENCY after receipt of comments.
4. Electronic copy of the draft permit applications submitted to AGENCY.
5. Electronic and hard copy of the final permit applications incorporating comments received from the AGENCY will be delivered to permitting agencies after receipt of comments.
6. Draft and Final Critical Areas Report.
7. Draft and Final Wetland and Stream Assessment Report.
8. Draft and Final Conceptual Mitigation Plan.

Task 7 – Hydraulic Analysis – Tetra Tech

Objective: Tetra Tech will develop an existing conditions HEC-RAS model of the South Fork Snoqualmie River (“existing conditions model”), a post-project HEC-RAS model that incorporates design features of proposed bridge crossing alternatives (“post-project model”), and conduct a no-rise analysis of the proposed project.

SUBCONSULTANT Responsibilities

Existing Conditions Modeling

The purpose of this subtask is twofold: (1) to characterize existing condition hydraulics for the no-rise analysis, and (2) inform hydraulic sizing of the new bridge structures and provide input to the design team on the height needed to safely pass flood flows and debris. Hydrology for the South Fork Snoqualmie River was previously developed by

King County and Tetra Tech as part of a Levee Risk Assessment. Tetra Tech will utilize the 100-year annual chance exceedance peak flow to perform the hydraulic analysis.

Tetra Tech developed hydrology for Ribary Creek as part of a recent Ribary Creek Assessment project for the AGENCY. This data will be reviewed and utilized as part of the present hydraulic analyses.

- Develop an existing conditions HEC-RAS model of the project area.
- Update geometry through project reach.
- Run a steady-state existing condition model with the 100-year annual chance exceedance flow (“100-year flow”).
- Utilize the hydraulic results (i.e., depth, velocity, water surface elevations) from the existing conditions model to determine minimum elevations of infrastructure to avoid impacts in the floodway.

Proposed Project Modeling

- Modify the geometry of the existing conditions model to reflect the proposed crossing alternatives at the South Fork Snoqualmie River and Ribary Creek.
- Run the alternative plans in the “Post-project” HEC-RAS model for the 100-year flow.
- Utilize post-project model results to evaluate water surface elevations and debris impacts for the various crossing alternatives.
- Develop post-project depth and velocity maps to identify areas that may require flood-proofing of equipment (e.g., electrical for lights, future sewer pumps, etc.)

Preliminary No-Rise Analysis

- Compare water surface elevations from the Existing Conditions model to Post-Project model.
 - No rise will be defined as a post-project increase in water surface elevation less than or equal to 0.0049 feet at any HEC-RAS cross section within and upstream of the project limits, or a condition where any rises above 0.0049 feet are fully contained on property expected to be owned by the AGENCY. If the no-rise threshold is exceeded, the hydraulic engineer will coordinate with the design

team to revise project features of the recommended alternative until the no-rise condition is attained.

- Provide model outputs for volumetric calculations (i.e., equivalent volume calculations at equivalent elevations) as part of the compensatory storage requirement assessment.
- No-rise analysis will be conducted using steady state HEC-RAS hydraulic model.

Technical Report

- Prepare a Floodplain Technical report that documents the methods and results of the hydraulic analysis. The report will include:
 - Summary of existing conditions hydraulic modeling to inform alternative development;
 - Summary of post-project hydraulic modeling;
 - No-rise Analysis;
 - Debris Impact considerations.

King County Coordination

- Develop plan for coordination with King County Department of Natural Resources and Parks, Water and Land Resources Division.
- Coordinate with King County staff on the following items:
 - Integration of the proposed bridge and existing and future levee facilities;
 - Levee maintenance access;
 - Clearance between proposed bridge and existing levee;
 - Approvals needed for construction.
- Attend two meetings with County staff to discuss Task 3 items. Prepare meeting notes documenting key decision from the meeting.
- Prepare a summary memo to the project team outlining bridge design requirements associated with the King County levee facilities.

Assumptions

- Selection of the appropriate HEC-RAS model will be determined in consultation with the AGENCY'S Floodplain Coordinator.
- The publicly available green LiDAR will be suitable to represent site conditions so a bathymetric survey will not be needed.
- Up to three model iterations will be performed for the proposed alternative to obtain no-rise.
- Proposed project components for alternatives, such as grading surface, will be provided by others (file format: xml or tiff).
- Tetra Tech will reasonably rely upon the accuracy, timeliness and completeness of information provided by the CONSULTANT and the AGENCY.
- Peak flows computed for previous South Fork Snoqualmie River projects will be used in this analysis.
- Meetings will be attended by two Tetra Tech staff and conducted via live video meetings. Meeting notes will be distributed for one round of comments before finalizing.

Deliverables

1. Digital copies of the HEC-RAS files.
2. Floodplain Technical report (Draft and Final in PDF format).
3. Notes from County coordination meeting.
4. Memo summarizing bridge design requirement for levee integration (Draft and Final in PDF format).

Task 8 – Utility Coordination (Gray & Osborne, Inc.)

Objective: Coordinate with utilities for utility relocation and undergrounding of the existing overhead utilities that are located along SR 202, in front of the WWTF.

CONSULTANT Responsibilities

1. Provide written requests for maps and data from all utility companies known to provide utility service in the project area.
2. Request underground utility purveyors to perform potholing to identify the exact depth and location of their respective utility.
3. Review data provided by utility companies and incorporate into design products and future phases of the project as may be applicable.

Assumptions

1. Utility companies will provide requested information in a timely manner.
2. Utility companies will complete potholing during the design to identify exact location of affected utilities in a timely manner.

Deliverables

1. Upon AGENCY request, CONSULTANT will provide copy of any utility infrastructure record drawings or as-built drawings received from utility companies.

Task 9 – 30 Percent Design (Preliminary) (Gray & Osborne, Inc, and PH Consulting, LLC (DBE))

Objective: Use information generated in Tasks 1 through 7 to develop preliminary designs for the proposed improvements for the AGENCY'S evaluation, review, and comment.

CONSULTANT and SUBCONSULTANT Responsibilities

1. Perform a preliminary analysis of various bridge options for the purpose of the identifying bridge types and options for selection by the AGENCY. The analysis will include considerations of span, foundations, access, constructability, and costs. Findings will be presented to the AGENCY in a Technical Memorandum.

2. Complete preliminary analysis for foundations options to support the boardwalk and/or bridge across Ribary Creek.
3. Develop a strip map showing the preliminary layout of the various pedestrian (existing and proposed) facilities along the project corridor.
4. Prepare channelization plan for AGENCY and WSDOT comment and approval. Approved plan shall be basis for completion of project design.
5. Prepare up to three design options for different light standards.
6. Prepare preliminary (30%) plans and cost estimates for AGENCY review.

Assumptions

1. The selected bridge will a prefabricated steel truss bridge, and not a “custom” bridge.
2. The boardwalks will match the overall design and appearance of the boardwalks in the Tollgate Farms trail system). These boardwalks will be timber structures with a slip-resistant fiberglass decking.
3. Strip maps will be prepared at 1"=20' full size and at scales suitable for presentations.

AGENCY Responsibilities

1. Provide timely review (comment and selection) of products generated and submitted for this task.

Deliverables

1. One full-size (1"=20') strip map with concept design shown. The maps will also include information on the various bridge and boardwalks selected.
2. One hard copy and an electronic (PDF) version of the Technical Memorandum.

Task 10 – 60 Percent Design (Gray & Osborne, Inc, and PH Consulting, LLC (DBE))

Objective: Develop design/bid/construction documents to the 60 percent level based on comments received of preliminary design documents.

CONSULTANT and SUBCONSULTANT Responsibilities

1. Perform structural design for bridge abutments and boardwalks footings. Coordinate overall geometry of bridge and trail approaches at each end of the bridge. Develop design parameters, material requirements, and coatings for the prefabricated bridge and provide those in the contract plans and specifications. Coordinate designs for constructability.

The contract plans will require the manufacturer to design the bridge to comply with the parameters defined in the contract plans and specifications, and to submit bridge plans and calculations stamped and signed by a professional engineer. The bridges and their abutments will be designed to *AASHTO LRFD Guide Specifications for the Design of Pedestrian Bridges*.

2. Prepare and submit project specifications to include proposal, contract, and bonding forms. This work assumes project specifications (including Special Provisions) will be based on the current version of the WSDOT Standard Specifications for Road, Bridge and Municipal Construction and LAG Manual requirements. The AGENCY shall be responsible for reviewing and commenting on these documents.
3. Prepare plans/drawings. The plans will incorporate applicable AGENCY design standards/details and WSDOT design standards/details.
4. Coordinate and design supports to hang future utilities from the pedestrian bridge.
5. Prepare a lighting design to meet AGENCY design standards. The lighting will be limited to the pedestrian bridge and the frontage improvements at the WWTF.
6. Calculate bid quantities and prepared a 60 percent level construction cost estimate.
7. Prepare a Stormwater Technical Information Report (TIR) documenting the proposed stormwater improvements to conform to the King Surface

Water Design Manual. Low Impact Development techniques will be evaluated for inclusion in the TIR.

8. Prepare a Stormwater Pollution Prevention Plan (SWPPP) for inclusion with the permit application for the Ecology Construction Stormwater General Permit.

Deliverables

1. An electronic copy of the 60 percent project specifications and construction cost estimate.
2. Two hard copy sets and an electronic (PDF) version of the 60 percent plans/drawings.
3. One hard copy and an one electronic (PDF) version of the TIR and SWPPP.

Task 11 – 90 Percent Design (Semifinal) (Gray & Osborne, Inc., and PH Consulting, LLC (DBE))

Objective: Develop design/bid/construction documents to the 90 percent level based on 60 percent design documents and associated comments provided by AGENCY.

CONSULTANT and SUBCONSULTANT Responsibilities

1. Prepare and submit updated project specifications with applicable comments from the 60 percent design review incorporated. The AGENCY shall be responsible for reviewing and approving the documents.
2. Prepare and submit updated plans/drawings. The plans will incorporate applicable AGENCY comments from the 60 percent design review. Site specific traffic control plans will be included at this design stage.
3. Update construction cost estimates, as applicable.

Deliverables

1. An electronic copy of the 90 percent project specifications and construction cost estimates.
2. Two hard copy sets and an electronic (PDF) version of the 90 percent plans/drawings.

Task 12 – Final Design (Gray & Osborne, Inc., and PH Consulting, LLC (DBE))

Objective: Prepare final project plans, specifications, and cost estimates sufficient for bidding and constructing the project.

CONSULTANT and SUBCONSULTANT Responsibilities

1. Prepare and submit final project plans to AGENCY. All applicable and relevant AGENCY and WSDOT Local Programs comments will be incorporated into the final product. Revise the project plans to incorporate any final AGENCY comments (as applicable).
2. Prepare and submit final project specifications to the AGENCY. All applicable AGENCY and WSDOT Local Programs comments will be incorporated into the final product.
3. Prepare final engineer's construction cost estimate.
4. Submit complete bid package to WSDOT Local Programs for their review and approval.

Deliverables

1. Two hard copies and an electronic copy of the final project specifications.
2. Two hard copy sets and an electronic (PDF) version of the final plans/drawings.

Task 13 – Quality Assurance/Quality Control (Gray & Osborne, Inc.)

Objective: Provide QA/QC reviews of engineering products to enhance overall quality of products. Prepare QA/QC review recommendations as further noted below.

1. Conduct three QA/QC reviews at 30 percent (preliminary design), 60 percent, and 90 percent (semifinal design) by key design team members (including relevant subconsultants) to solicit comments, recommendations, and suggestions regarding engineering products, constructability issues, critical path items, risk management, and quality of product. The AGENCY will be invited to participate in this process.

Task 14 – Bid and Award Services (Gray & Osborne, Inc.)

Objective: Assist the AGENCY in bidding and awarding the project to the lowest, responsible, responsive contractor.

1. Prepare the “Call for Bids” and submit to the AGENCY’S publications of record.
2. Answer bid inquiries received during the bid phase.
3. Prepare addendum(s), as needed, to the clarify bid documents.

AGENCY Responsibilities

1. The AGENCY will pay the costs for publication of the “Call for Bids” in the various publications.
2. The AGENCY will post the bid documents to Builder’s Exchange.
3. The AGENCY will generate and distribute a summary of the bids received.

MANAGEMENT RESERVE FUND

Due to the complexity and character of the project, the AGENCY may require additional services from the consultant for unanticipated and/or out of scope work items which could include, but are not limited to, changes/additions to environmental documents, geotechnical investigations, and utility improvements. The CONSULTANT shall not proceed with the work under this task until the AGENCY reviews consultant proposal for the additional work, has further authorized the work, and issued the CONSULTANT a notice to proceed with the work.

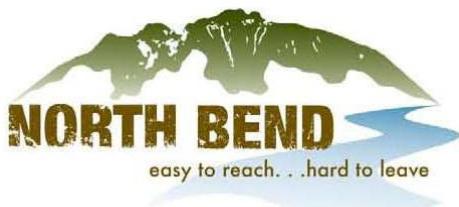
EXHIBIT D

ENGINEERING SERVICES
SCOPE AND ESTIMATED COST

City of North Bend - SR 202 Shared Use Trail Extension

Tasks	Principal-in-Charge Hours	Project Manager Hours	Civil Engineer Hours	Structural Engineer Hours	AutoCAD/ GIS Tech./ Eng. Intern Hours	Professional Land Surveyor Hours	Field Survey (2 person) Hours
1 Project Management	48	64					
2 WSDOT Coordination		20	20				
3 Survey and Mapping	2	2	8		16	16	24
4 Geotechnical Investigation				4			
5 Cultural Investigation		4					
6 Environmental Permitting		8	24		16		8
7 Hydraulic Analysis	4	8					
8 Utility Coordination		4			4		
9 30 Percent Design (Preliminary)		24	120	40	80		
10 60 Percent Design		40	160	40	48		
11 90 Percent Design (Semifinal)		24	120	24	40		
12 Final Design		40	40	4	48		
13 Quality Assurance/Quality Control	8	16	8	4			
14 Bid and Award Services	2	4	2	2			
Hour Estimate:	64	258	502	118	252	16	32
Direct Labor Cost Billing Rate Range:	\$46 to \$75	\$42 to \$75	\$35 to \$55	\$36 to \$67	\$20 to \$54	\$38 to \$61	\$55 to \$94
Estimated Hourly Rates:	\$65	\$60	\$45	\$67	\$40	\$61	\$92
Direct Labor Cost:	\$4,160	\$15,480	\$22,590	\$7,906	\$10,080	\$976	\$2,944
Subtotal Direct Labor (DLC):				\$ 64,136			
Indirect Costs (181.86%) x DLC:				\$ 116,638			
Fee (30%) x DLC:				\$ 19,241			
Direct Non-Salary Cost:							
Mileage & Expenses (Mileage @ Current IRS Rate)				\$ 2,389			
Subconsultant:							
PH Consulting, LLC (DBE)					\$ 85,800		
ERCI (DBE)					\$ 13,798		
Stell (DBE)					\$ 113,085		
PanGEO, Inc.					\$ 42,581		
Tetra Tech					\$ 62,332		
SUBTOTAL ESTIMATED COST:				\$ 520,000			
Management Reserve Fund					\$ 20,000		
TOTAL ESTIMATED COST:				\$ 540,000			

* Actual labor cost will be based on each employees actual rate, estimated rates are for determining total estimated cost only.
(November 16, 2023)



City Council Agenda Bill

SUBJECT:	Agenda Date: December 5, 2023	AB23-149
Reappointments to the Business & Economic Development Commission	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	
Cost Impact: n/a	Finance – Drew Bauta	
Fund Source: n/a	Public Works – Mark Rigos	
Timeline: immediate		
Attachments:		
SUMMARY STATEMENT:		
<p>The Business & Economic Development Commission consists of four (4) members with terms of four (4) years and one Councilmember with a term of one year. The Commission provided recommendations to the City Council for the City's economic growth and development based upon specific work plans or projects as assigned by the City Council. NBMC 2.30.020 Membership, states in part "Members of the Commission shall be appointed by the Mayor and confirmed by the Council. All members shall be selected without respect to political affiliation and shall serve without compensation."</p>		
<p>Current terms on the Business & Economic Development Commission for Positions #1 and #2 expire on December 31, 2023.</p>		
<p>Nick Jensen (Position #1) and Martin Maisondieu (Position #2) have both generously offered their time for another appointment to the Business & Economic Development Commission and Mayor McFarland is recommending their reappointment.</p>		
APPLICABLE BRAND GUIDELINES:	Commitment to invest in the City and foster community engagement and pride.	
COMMITTEE REVIEW AND RECOMMENDATION:		
RECOMMENDED ACTION:	MOTION to approve AB23-149, confirming the reappointments of Nick Jensen to Position #1 and Martin Maisondieu to Position #2 on the Business & Economic Development Commission, terms expiring December 31, 2027.	
RECORD OF COUNCIL ACTION		
Meeting Date	Action	Vote
December 5, 2023		



City Council Agenda Bill

SUBJECT:	Agenda Date: December 5, 2023	AB23-150
Appointments to the Parks, Recreation and Beautification Commission	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	
Cost Impact: n/a	Finance – Drew Bauta	
Fund Source: n/a	Public Works – Mark Rigos	
Timeline: immediate		

Attachments: Commission Application

SUMMARY STATEMENT:

According to NBMC 2.24.020, “The parks commission shall consist of seven members. The selection of park commissioners shall be made from individuals who have an interest in parks, recreation and beautification as evidenced by training, interest, experience or actions. The majority of members shall be city residents; provided, that an appointed incumbent moving outside the city may continue membership until his or her term expires. Three members may reside outside the city limits and within the districts designated in this chapter.”

Position No. 1 became vacant with the resignation of Mark Correira on July 28, 2023. The vacant position was advertised on October 9, 2023, and four applications were received. Applicants were interviewed on November 20th & 27th, 2023. Mayor McFarland determined applicant Matt Miller was an appropriate fit for appointment to the vacant position. Mr. Miller confirmed his interest in an appointment to the Commission and has agreed to fill Position No. 1, term expires on December 31, 2025.

Additionally, the terms for Positions No. 6 and No. 7 expire on December 31, 2023. Brian Duncan (Position No. 6) and Minna Rudd (Position No. 7) have both generously offered their time for another appointment to the Parks, Recreation and Beautification Commission. Mayor McFarland is recommending their reappointment.

APPLICABLE BRAND GUIDELINES: Commitment to invest in the City and foster community engagement and pride.

COMMITTEE REVIEW AND RECOMMENDATION:

RECOMMENDED ACTION: **MOTION to approve AB23-150, confirming the reappointments of Brian Duncan to Position No. 6 and Minna Rudd to Position No. 7 terms expiring December 31, 2027 and the appointment of Matt Miller to Position No. 1 for the remainder of Position No. 1's current term, set to expire on December 31, 2025 on the Parks, Recreation & Beautification Commission.**

RECORD OF COUNCIL ACTION

Meeting Date	Action	Vote
December 5, 2023		



RECEIVED

NOV 05 2023

City of North Bend Commission Application

Name: Matt Miller

Address: 44564 SE 144th Street, North Bend, WA 98045

Phone: [REDACTED] Email: [REDACTED]

Length of residence in North Bend or 98045: 5-6 years

Commission desired: 1st Choice Parks, Position 1 2nd Choice

Explain why you are interested in serving:

North Bend's park system and access to trails are one of the primary reasons my family decided to call this place home almost six years ago. I remember when we first drove through town and saw the climbing wall at Torquson Park and I thought to myself, "I want to raise my family in a town with these core values."

Five years ago, my wife and I started a local running group through which we created a community, many friends, and countless memories running on North Bend's trails. And most recently, we now have a 2-year-old daughter; with her, there is never a playground we don't stop to explore, and we are now regulars at the local bike track.

I am interested in serving because the values I hold dear are the same as those of the North Bend Parks, Recreation, and Beautification Commission. I want to ensure that our community continues to have access to these great resources.

What community activities or other experiences do you bring to this position?

- Co-founder/leader of a local running group.
- Active participant in Si. View youth programming, pool, swim classes, open gym, bike track, and playgrounds. I have no problem conversing with another person at the park, asking for feedback, and listening to their concerns and suggestions.

Do you have any special skills or expertise applicable to the position?

- Leadership – Whether acting as a co-founder of my local running group or as a leader of many teams and projects with multi-million-dollar budgets at work, I'm a confident leader across a wide range of situations.
- Trail knowledge – Our running group has met every Thursday for 5+ years, which equates to planning and leading over 260 runs on trails across North Bend, downtown Snoqualmie, and the Ridge. The result is not only an extensive knowledge of the local trails but also ideas on how to expand and improve them.
- GIS / mapping – I use CalTopo, the premier mapping software for planning and tracking running routes. I'm also familiar with King County iMap. Here are a few sample routes we have created with links to CalTopo: Sample of routes planned for our group: <https://caltopo.com/m/TGTC> a ghost route for Halloween: <https://caltopo.com/m/911MF> and North Bend Turkey Trot: <https://caltopo.com/m/3AT2>
- Building & mechanical skills – The ability to build and maintain physical and mechanical structures comes in handy daily and also means that I can better review documents like bids, proposals, etc. when presented to the commission.
- Graphic design, web design & development – the ability to create print and digital media is an asset for many situations.

What is your Educational/Occupational Background?

Master's Degree in Product Design, B.A. in Visual Communication, Senior Software Engineer

My Master's Degree in Human-Centered Design allows me to bring creative solutions to real-world user needs through a systematic process of research, empathy, prototyping, collecting feedback, and refinement.

My B.A. in Visual Communication provides a strong foundation in graphics, information visualization, print and web design, and more.

As a Senior Software Engineer, I work daily using new technology to communicate ideas and solve problems.

What do you see the role of the commission playing in the City?

Admittedly, my knowledge of the official role of the commission is limited to what I learned by reading through the website, reviewing past meeting minutes, and discussions with my acquaintance (and fellow commissioner) Minna Rudd. However, it's clear to me the commission plays an important role in guiding and directing a key resource for our community, for which I also have a passion and skills to contribute.

What do you consider to be a "successful" North Bend?

A successful North Bend will continue to maintain, develop, and expand its excellent park and trail system in a financially responsible way while considering feedback from and catering to the local community.

Commissions make recommendations regarding monetary expenditures and/or benefits to certain areas of the Community and make decisions that shall be impartial to meet the needs and benefit the whole community.

1) Can you foresee possible conflicts of interest with any of your current employment or civic positions?
If yes please explain.

No

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

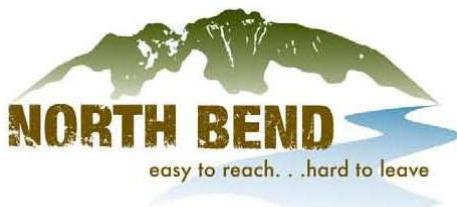
Thursday Evenings

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: December 5, 2023	AB23-151
Selection of the 2024 Mayor Pro Tem	Department/Committee/Individual	
	Mayor Rob McFarland	
	City Administrator – David Miller	
	City Attorney – Kendra Rosenberg	
	City Clerk – Susie Oppedal	
	Comm. & Economic Development – Rebecca Deming	
	Administrative Services – Lisa Escobar	
Cost Impact: N/A	Finance – Drew Bauta	
Fund Source: N/A	Public Works – Mark Rigos	
Timeline: Immediate	Mayor Pro Tem Koellen	X
Attachments:		
SUMMARY STATEMENT:		
RCW 35A.12.065 requires the Council select a Mayor Pro Tem. In addition to serving in the absence of the Mayor, the Mayor Pro Tem, in coordination with the Administration, sets the agenda for the monthly workstudy meetings, serves as support for the Council's standing committees, serves in absence of committee members, assigns chairs, and works with the Mayor and Administration in connection with the duties of the committees. City of North Bend Resolution 1437 states the Council must select a Councilmember to serve as the Mayor Pro Tem at the first meeting in December. The Councilmember so selected will serve as Mayor Pro Tem for a period of one year.		
COMMITTEE REVIEW AND RECOMMENDATION:		
RECOMMENDED ACTION: MOTION to approve AB23-151, confirming as the 2024 Mayor Pro Tem.		
RECORD OF COUNCIL ACTION		
Meeting Date	Action	Vote
December 5, 2023		



City Council Agenda Bill

SUBJECT:	Agenda Date: December 5, 2023	AB23-152
Ordinance Amending NBMC Section 17.08.150 Relating to Application Requirements for Preliminary Plats, Preliminary Short Plats and Preliminary Binding Site Plans	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 – Lisa Escobar	
	Comm. & Economic Development – Rebecca Deming	
	Finance – Drew Bouda	
	Public Works – Mark Rigos, P.E.	X

Attachments: Ordinance**SUMMARY STATEMENT:**

As of November 2023, the City of North Bend's Wastewater Treatment Plant ("WWTP") High Priority Improvement ("HPI") Phase 2 capital project is nearly 90% constructed. Construction of Phase 2 began in 2021 at the cost of approximately \$25 million. The City has an active contract with Washington State Department of Enterprise Services (DES), who in turn has a contract with contractor Trane who is performing the design / build on Phase 2. Construction of Phase 2 is anticipated to be completed by the start of the second quarter of 2024.

North Bend Municipal Code ("NBMC") 17.08.150(D) regarding application requirements for preliminary plats, preliminary short plats and preliminary binding site plans requires applicants to agree and enter into a release and hold harmless agreement if, at the time of application, sewer capacity to serve the development is not available but is anticipated to be made available within two years subject to planned completion of funded and permitted improvements to such facilities. This section NBMC 17.08.150(D)(1) is no longer necessary in light of Phase 2 construction nearing completion. The former ordinance that was approved in 2018 can be repealed. The ordinance had to do with reserving approximately 9% of remaining capacity toward commercial developments. As a result of Phase 2, there is no longer a sewer capacity constraint at the City's WWTP.

City staff recommends amending NBMC 17.08.150.

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

COMMITTEE REVIEW AND RECOMMENDATION: The Transportation & Public Works Committee reviewed this agenda item on October 24, 2023, recommended it for approval, and requested it be brought forward in 1-2 months and placed on the Main Agenda for discussion.

RECOMMENDED ACTION: **MOTION to approve AB23-152, an ordinance amending NBMC 17.08.150, relating to application requirements for Preliminary Plats, Preliminary Short Plats and Preliminary Binding Site Plans, as a first and final reading.**

RECORD OF COUNCIL ACTION

Meeting Date	Action	Vote
December 5, 2023		

ORDINANCE

**AN ORDINANCE OF THE CITY OF NORTH BEND,
WASHINGTON, AMENDING NORTH BEND
MUNICIPAL CODE SECTION 17.08.150 RELATING TO
APPLICATION REQUIREMENTS FOR PRELIMINARY
PLATS, PRELIMINARY SHORT PLATS AND
PRELIMINARY BINDING SITE PLANS; PROVIDING
FOR SEVERABILITY; AND ESTABLISHING AN
EFFECTIVE DATE**

WHEREAS, the City has recently increased its sewer capacity when it made certain improvements to the City's Wastewater Treatment Plant; and

WHEREAS, as a result of the recent increase in sewer capacity, the City desires to review all applications for sewer and water availability based on the specifics of each proposal, and as such will remove the requirement in Section 17.08.150(D)(1) requiring an applicant for a preliminary plat, preliminary short plat, or preliminary binding site plan to approve of, and enter into, a release and hold harmless agreement related to a lack of sufficient sewer capacity; and

WHEREAS, the City will review and analyze all applications for a preliminary plat, preliminary short plat, or preliminary binding site plan for sewer and water availability under current capacity at the time of application;

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

Section 1. NBMC 17.08.150, Amended: North Bend Municipal Code Section 17.08.150 is hereby amended as follows:

The following application requirements shall be required in addition to those application requirements described in NBMC 20.02.002:

A. A title report issued within 30 days of application, showing all persons having an ownership interest, a legal description describing exterior boundary of application site and listing all encumbrances affecting the site.

B. A map prepared by a land surveyor showing the following:

1. Location of all physical and legal description encroachments affecting the boundary between the application site and the adjoining parcels. Encroachments may be from the application site onto the adjoining parcels or from the adjoining parcels onto the application site;
2. Contours based upon topographic field survey. Contour intervals shall be at two-foot intervals when slopes are 15 percent or less and five-foot intervals for slopes exceeding 15 percent. The preliminary map shall contain notes indicating that contours are based upon field survey. A field topographic base map shall accompany the application. If approved by the department, field survey may be waived for large areas of open space or extensive sensitive area tracts. Two temporary benchmarks must be shown within the application site along with the appropriate elevation and datum;
3. A legal description of application site as shown in the title report;
4. The proposed layout of lots, tracts, rights-of-way and easements, along with existing utilities and areas of proposed dedications;
5. The purpose of any tracts and dedications proposed within the application site;
6. All easements, listed in the title report, capable of being plotted on the map;
7. Field-verified survey of location of all known sensitive areas including, but not limited to, streams, wetlands and steep slopes that may affect the proposal. Show the approximate 100-year floodplain, floodway or river channel migration zone, where applicable;
8. Name of proposal;
9. North arrow, scale and date of map and revisions when applicable;
10. Location of adjoining parcels and buildings within 100 feet of the site shall be shown and

delineated by dashed lines. The zoning of the parcels shall also be identified;

11. Name and location of all existing adjoining rights-of-way along with the name and location of any adjoining or internal right-of-way proposed to be vacated with the proposal; and

12. A vicinity map.

C. An engineered preliminary drainage plan and preliminary stormwater technical information report.

D. Proof of sewer and water availability, including any water rights, in the form of a certificate of water availability and certificate of sewer availability.

~~1. If, at the time of application, sewer capacity to serve the development is not available but is anticipated to be made available within two years subject to planned completion of funded and permitted improvements to such facilities, the city may issue a conditional certificate of future sewer availability for the purpose of this subsection D, allowing for review approval of the preliminary plat, preliminary short plat, or preliminary binding site plan, subject to city approval of a release and hold harmless agreement from the applicant in a form approved by the city attorney. Such release and hold harmless agreement shall hold the city harmless for any claims for damages due to the lack of sufficient sewer capacity, delay in providing sewer, or delay in approving the final plat, final short plat, or final binding site plan. In such case, the city shall provide conditions upon the preliminary approval not allowing final plat or final binding site plan approval, clearing and grading permits, building permits, or other construction permits until such sewer capacity is available to serve the development.~~

E. A proposed binding site plan shall be deemed to have satisfied the requirements of subsection B of this section when the binding site plan is based on a recorded final planned unit development, building permit, as-built site plan for developed sites, or a site development permit for the entire site and proof of sewer and water availability (pursuant to subsection

D of this section) and traffic concurrency has been provided.

F. A landscape plan prepared per Chapter 18.18 NBMC, Landscaping Regulations.

G. A significant tree survey and retention plan prepared per Chapter 19.10 NBMC, Clearing, Grading, Filling and Drainage.

H. A SEPA checklist, if required, per Chapter 14.04 NBMC.

I. A trip generation and distribution analysis, if required, per the public work standards.

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

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

**ADOPTED BY THE CITY COUNCIL OF THE CITY OF NORTH BEND,
WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 5TH DAY OF
DECEMBER, 2023.**

CITY OF NORTH BEND:

APPROVED AS TO FORM:

Rob McFarland, Mayor

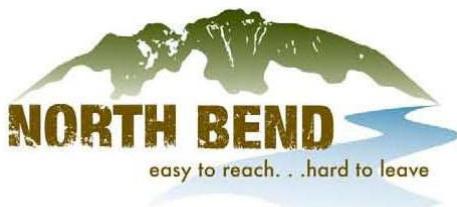
Kendra Rosenberg, City Attorney

ATTEST/AUTHENTICATED:

Published:

Effective:

Susie Oppedal, City Clerk



City Council Agenda Bill

SUBJECT:	Agenda Date: December 5, 2023	AB23-153
Ordinance Repealing NBMC Subsection 20.12.050(G) Relating to WWTP / Sewer Capacity	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 – Drew Bouda Public Works – Mark Rigos, P.E.	
Cost Impact: N/A		
Fund Source: N/A		X
Timeline: Immediate		

Attachments: Ordinance**SUMMARY STATEMENT:**

The City of North Bend's Wastewater Treatment Plant ("WWTP") High Priority Improvements ("HPI") Phase 2 capital project is nearly 90% constructed as of November 2023. Construction of this approximately \$25 million project began in 2021. The City has an active contract with Washington State Department of Enterprise Services (DES), who in turn has a contract with contractor Trane who is performing the design / build on Phase 2. Construction of Phase 2 is anticipated to be completed in the second quarter of 2024. As a result, North Bend Municipal Code ("NBMC") Subsection 20.12.050(G), modified in 2018 through Ordinance No. 1667 and further modified in 2019 through Ordinance No. 1683, can now be repealed. NBMC 20.12.050(G) reserves approximately 9% of remaining sewer capacity toward commercial developments. As a result of Phase 2, there is no longer a sewer capacity constraint at the City's WWTP, and the City may now repeal NBMC Subsection 20.12.050(G).

City staff recommends the repeal of NBMC Subsection 20.12.050(G).

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

COMMITTEE REVIEW AND RECOMMENDATION: The Transportation & Public Works Committee reviewed this agenda item on October 24, 2023, recommended it for approval, and requested it be brought forward in 1-2 months and placed on the Main Agenda for discussion.

RECOMMENDED ACTION: **MOTION to approve AB23-153, an ordinance repealing NBMC Subsection 20.12.050(G) relating to WWTP / Sewer Capacity, as a first and final reading.**

RECORD OF COUNCIL ACTION

Meeting Date	Action	Vote
December 5, 2023		

ORDINANCE

**AN ORDINANCE OF THE CITY OF NORTH BEND,
WASHINGTON, REPEALING NORTH BEND
MUNICIPAL CODE SUBSECTION 20.12.050(G)
RELATING TO CONCURRENCY TESTS AND THE SET
ASIDE OF PUBLIC FACILITY CAPACITIES; AND
ESTABLISHING AN EFFECTIVE DATE**

WHEREAS, the City has recently increased its sewer capacity through certain improvements to the City's Wastewater Treatment Plant and the City anticipates Phase 2 of the City's Plant will be completed in Quarter 2 of 2024; and

WHEREAS, the City performs concurrency analysis for public facilities, such as sewer, water, streets, and stormwater; and

WHEREAS, the City currently sets aside concurrency capacity of nine percent of any future increases of system capacity of public facilities as follows: six percentage points for commercial development and one percentage point for single-family residential (non-subdivision, non-short plat); and

WHEREAS, as a result of the recent and anticipated increase in sewer capacity, the City no longer requires a reservation of 9% of remaining sewer capacity toward commercial developments as provided for in NBMC Subsection 20.12.050(G); and

WHEREAS, accordingly, the City desires to repeal NBMC Subsection 20.12.050(G);

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

Section 1. NBMC Subsection 20.12.050(G), Repealed: North Bend Municipal Code Subsection 20.12.050(G) is hereby repealed in its entirety. All other subsections of NBMC 20.12.050 shall remain in full force and effect as currently adopted or hereafter amended.

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

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

**ADOPTED BY THE CITY COUNCIL OF THE CITY OF NORTH BEND,
WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 5TH DAY OF
DECEMBER, 2023.**

CITY OF NORTH BEND:

Rob McFarland, Mayor

APPROVED AS TO FORM:

Kendra Rosenberg, City Attorney

ATTEST/AUTHENTICATED:

Published:

Effective:

Susie Oppedal, City Clerk



City Council Agenda Bill

SUBJECT:	Agenda Date: December 5, 2023	AB23-154
Resolution Authorizing the City to Use REET 2 Funds for Real Property Purchase	Department/Committee/Individual	
	Mayor Rob McFarland	
	City Administrator – David Miller	X
	City Attorney – Kendra Rosenberg	X
	City Clerk – Susie Oppedal	
	Administrative Services – Lisa Escobar	
	Comm. & Economic Development – Rebecca Deming	
	Finance – Drew Bauta	
	Public Works – Mark Rigos, P.E.	
Cost Impact: N/A		
Fund Source: N/A		
Timeline: Immediate		

Attachments: Resolution

SUMMARY STATEMENT:

The City of North Bend desires to provide affordable housing within its city limits. The City Council has identified real property located at 230 Main Ave. N. in downtown North Bend (tax parcel number 784670-0525) (“Subject Property”) as a suitable location for an affordable housing project due to its proximity to urban services such as the City’s library, grocery stores, restaurants, and other such establishments.

Pursuant to RCW 82.46.035, the City may impose a real estate excise tax known as “Real Estate Excise Taxes 2” (“REET 2”), also referred to as “the second quarter percent,” for the acquisition of real property related to planning, acquisition, and construction of affordable housing projects. The City intends to acquire the Subject Property with REET 2 funds for such purpose. The City has included an affordable housing project in its Capital Improvement Plan, which was recently approved by City Council upon passage of Resolution No. 2089 on November 21, 2023. An affordable housing project is intended to be included in the Capital Facilities Plan Element of the City’s Comprehensive Plan.

City staff recommend this motion be approved.

APPLICABLE BRAND GUIDELINES: Affordability

COMMITTEE REVIEW AND RECOMMENDATION: This item did not undergo a committee review.

RECOMMENDED ACTION: **MOTION to approve AB23-154, a resolution authorizing the City to use REET 2 funds to purchase real property.**

RECORD OF COUNCIL ACTION

Meeting Date	Action	Vote
December 5, 2023		

RESOLUTION

**A RESOLUTION OF THE CITY OF NORTH BEND,
WASHINGTON, DESIGNATING REAL ESTATE EXCISE
TAXES 2 TO BE USED FOR THE ACQUISITION OF
REAL PROPERTY RELATED TO AND
CONSTRUCTION OF AFFORDABLE HOUSING**

WHEREAS, the City of North Bend entered into a Purchase and Sale Agreement with William M. Glazier for the acquisition of real property and property rights as to King County Tax Parcel Number 784670-0525 (“Property”) for the construction of affordable housing; and

WHEREAS, the City Council intends to acquire the Property with funds raised consistent with RCW 82.46.035, which allows the City to impose an additional 0.25% real estate excise tax known as Real Estate Excise Taxes 2 (“REET 2”) or “the second quarter percent”; and

WHEREAS, REET 2 funds are authorized for planning, acquisition, and construction, among other categories of permissible uses, for affordable housing projects; and

WHEREAS, the City intends for the designated REET 2 funding to be used for an affordable housing project (“Affordable Housing Project”); and

WHEREAS, the City Council will include the Affordable Housing Project in its Capital Improvement Plan; and

WHEREAS, the City Council will include this Project in its Capital Facilities Plan Element of the City’s Comprehensive Plan;

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

Section 1. The Mayor, or Mayor’s designee, is authorized to use Real Estate Excise Taxes 2 (“REET 2”) funds to acquire King County Tax Parcel Number 784670-0525.

**PASSED BY THE CITY COUNCIL OF THE CITY OF NORTH BEND,
WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 5TH DAY OF
DECEMBER, 2023.**

CITY OF NORTH BEND:

Rob McFarland, Mayor

APPROVED AS TO FORM:

Kendra Rosenberg, City Attorney

ATTEST/AUTHENTICATED:

Effective:

Posted:

Susie Oppedal, City Clerk