



CITY COUNCIL MEETING*

February 4, 2025 – Agenda

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

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

CONSENT AGENDA:

		Pg.#
1) Minutes	City Council Meeting of January 21, 2025	1
2) Payroll	January 17, 2025 – 76619 through 76622 , in the amount of \$328,997.78	
3) Checks	February 4, 2025 – 76691 through 76746 , in the amount of \$1,425,453.61	
4) AB25-005	Resolution – Accepting 2024 Sidewalk Gap Project	Mr. Rigos 5
5) AB25-006	Resolution – Accepting 2024 Pavement Overlay Project	Mr. Rigos 9
6) AB25-007	Motion – Authorizing Contract with Clear View Tree Service	Mr. Rigos 13
7) AB25-008	Motion – Authorizing Amendment No. 2 to QCC Contract	Mr. DeBerg 25
8) AB25-009	Motion – Approving 2025 Docket & Planning Commission Work Program	Mr. McCarty 63

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

INTRODUCTIONS:

9) AB25-010	Motion – Authorizing Work Order with QCC for SCADA/Telemetry Support	Mr. DeBerg 69
10) AB25-011	Resolution – Accepting 2024 RRFB Project	Mr. Rigos 75
11) AB25-012	Motion – Authorizing Contract with PH Consulting for Park & Main Intersection Project	Mr. Rigos 79

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 the meeting in person or by teleconference. Members of the public attending the meeting in-person will have an opportunity to provide public comment and if attending the meeting by teleconference may submit written comments via in-person drop off, mail, fax, or e-mail to soppedal@northbendwa.gov. All written comments must be received by 5 p.m. on the day of the scheduled meeting. If an individual requires an accommodation because of a difficulty attending the public meeting, the City requests notice of the need for accommodation by 5 p.m. on the day of the scheduled meeting. Participants can request an accommodation to be able to provide remote public comments by contacting the City Clerk by phone (425) 888-7627 or by e-mail to soppedal@northbendwa.gov. No other remote public comment will be permitted.

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: 409 007 2718

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

NORTH BEND CITY COUNCIL MINUTES**January 21, 2025**

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

CALL TO ORDER, ROLL CALL:

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

Councilmembers Present: Elwood, Gothelf, Joselyn, Koellen, Rustik, Torguson and Tremolada.

CONSENT AGENDA:

Minutes – City Council Meeting of January 7, 2025

Checks – December 31, 2024 – 76623 through 76671, in the amount of \$711,724.55

January 21, 2025 – 76672 through 76690, in the amount of \$28,635.65

Councilmember Gothelf **MOVED**, seconded by Councilmember Elwood to approve the consent agenda as presented. The motion **PASSED** 7-0.

CITIZEN'S COMMENTS:

Simone Greyling, Tannerwood Neighborhood, spoke regarding several issues she had with the Snoqualmie Police Department and encouraged the City Council to reconsider the contract with the City of Snoqualmie for police services.

Debra Landers, 14615 438th Ave. SE, thanked Council for the grant awarded to North Bend Art & Industry and noted upcoming activities included the June 21st Art Off the Rails event, Art Supply Swap in September and Artists Sunday on November 30th.

ANNOUNCEMENTS, PRESENTATIONS, APPOINTMENTS:

Presentation – 2024 Year End Financial Status Report

Audio: 8:21

Finance Director Chaw provided a presentation on the 2024 Year End Finance Status Report for the City which included a regional economic forecast from King County, ending fund balances, status of General Fund, Special Revenue Funds, Capital Funds, Enterprise Funds, and Monthly Real Estate Excise Tax (REET) distributions and transactions. Mr. Chaw noted nearly all funds ended 2024 with balances in a positive financial condition.

COMMISSION AND COMMITTEE REPORTS:

Community & Economic Development Committee – Councilmember Elwood, Chair
A report of the January 21st meeting was provided.

Finance & Administration Committee – Councilmember Gothelf, Chair
A report of the January 14th meeting was provided.

Public Health & Safety Committee – Councilmember Rustik, Chair
No report.

Transportation & Public Works Committee – Councilmember Koellen, Chair
No report.

Council Workstudy – Mayor Pro Tem Joselyn
No report.

Planning Commission
A report of the December 18th meeting was provided.

Parks Commission
A report of the November 21st meeting was provided.

Economic Development Commission
A report of the November 14th meeting was provided.

Eastside Fire & Rescue Board Meeting – Councilmember Gothelf
A report of the January 9th meeting was provided.

Sound Cities Association Public Issues Committee – Councilmember Tremolada
A report of the January 8th meeting was provided.

Police Department – Police Chief Lynch
A report of crime statistics for December 2024 was provided.

MAIN AGENDA:

AB25-004 – Motion Authorizing 2025 Renewal ILA with Snoqualmie for Police Services Audio: 40:21

Interim City Administrator Larson provided the staff report.

Councilmember Rustik **MOVED**, seconded by Councilmember Gothelf to approve AB25-004, authorizing the Mayor to execute and administer the 2025 Renewal Interlocal Agreement with the City of Snoqualmie for continued police services for the period January 1, 2025, through May 31, 2025. The motion **PASSED** 7-0.

MAYOR, COUNCIL, AND ADMINISTRATOR CONCERNS AND INITIATIVES:

Councilmember Torguson encouraged pedestrians to wear light or reflective clothing and carry a flashlight when walking at night to increase visibility.

Councilmember Koellen thanked all first responders for their efforts during the recent wildfire event in Southern California and echoed Councilmember Torguson's comments regarding pedestrians wearing reflective vests or clothing.

Councilmember Tremolada congratulated Ignite Dance on the awards they received at a recent event and noted Snoqualmie Valley Little League would be holding assessments for baseball and softball players during the next two weekends.

Councilmember Joselyn noted Recology King County did not provide garbage services on Monday due to the Martin Luther King Jr. holiday and encouraged better messaging regarding garbage services pickup during the holidays. Additionally, he spoke regarding the Department of Fish & Wildlife's prompt response regarding an ill elk in the greenbelt near Si View Park and elaborated on the underlying level of service provided by state and local governments.

Councilmember Rustik noted the sale of Girl Scout cookies would begin soon and encouraged all to support their fundraising efforts.

Councilmember Gothelf echoed fellow Councilmember's comments regarding increased visibility for pedestrians at night and the effort of first responders in Southern California.

Interim City Administrator Larson thanked Councilmembers for participating in the recent National Guard Readiness Center briefings and noted staff would have a wrap up meeting with the National Guard in the upcoming weeks.

Mayor Miller spoke regarding the following items:

- Saturday Night Fever Pub Crawl Fundraiser – January 25th 5 p.m. @ Downtown
- Meet Up with the Mayor – January 29th 4 p.m. @ Trail Youth Coffee
- Free Youth Heart Screenings – February 5th 8 a.m. – 3 p.m. @ Mt Si High School

EXECUTIVE SESSION:

Mayor Miller recessed the regular meeting for an Executive Session at 7:55 p.m. to discuss potential litigation, pursuant to RCW 42.30.110(1)(i). No action was anticipated as a result of the Executive Session, which was expected to last sixty minutes and videotaping of the meeting ceased.

At 8:56 p.m. it was announced to audience members outside the adjournment room that the Executive Session was expected to last an additional fifteen minutes.

At 9:12 p.m. it was announced to audience members outside the adjournment room that the Executive Session was expected to last an additional ten minutes.

The regular meeting was reconvened at 9:22 p.m.

ADJOURNMENT:

Councilmember Elwood **MOVED** to adjourn, seconded by Councilmember Koellen. The motion **PASSED** 7-0.

The meeting adjourned at 9:22 p.m.

ATTEST:

Mary Miller, Mayor

Susie Oppedal, City Clerk



City Council Agenda Bill

SUBJECT:	Agenda Date: February 4, 2025	AB25-005
Resolution Accepting 2024 Sidewalk Gaps Capital Project	Department/Committee/Individual	
	Mayor Mary Miller	
	Interim City Administrator – Bob Larson	
	City Attorney – Kendra Rosenberg	
	City Clerk – Susie Oppedal	
	Administrative Services – Lisa Escobar	
	Comm. & Economic Development – James Henderson	
	Finance – Martin Chaw	
Cost Impact: N/A	Public Works – Mark Rigos, P.E.	X
Fund Source: N/A		
Timeline: Immediate		
Attachments: Resolution		
SUMMARY STATEMENT:		
At the June 4, 2024 City Council meeting, the City Council approved a construction contract amount of \$1,313,981 with Rainer Asphalt Sealing, LLC (contractor) to construct the 2024 Sidewalk Gaps Capital Project. The project consisted of sidewalk improvements at four separate locations as described below:		
<ul style="list-style-type: none">• East North Bend Way sidewalk from Snoqualmie Valley Trail to Tanner Road• Cedar Falls Way sidewalk from Mt. Teneriffe Drive to Mt. View Blvd.• Orchard Drive sidewalk on opposite side of street of Si View MPD offices• SE 140th Street sidewalk from East North Bend Way to Tanner Falls Subdivision		
Construction included various components of new concrete sidewalk, new vertical concrete curb and gutter, miscellaneous pavement surface restoration, new pavement markings, sanitary sewer construction, storm drainage collection and conveyance construction, traffic control, joint utility trenching, and illumination.		
The total construction cost was \$1,402,195 which was \$88,214 above the awarded contract amount. This increase in contract cost was approved at the December 3, 2024 City Council meeting via change order. Project construction began July 1, 2024 and was physically completed December 12, 2024. All necessary documentation has been received from the contractor 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: The Transportation and Public Works Committee reviewed this item at their January 28, 2025 meeting and recommended approval and placement on the Consent Agenda.		
RECOMMENDED ACTION: MOTION to approve AB25-005, a resolution accepting the 2024 Sidewalk Gaps Capital Project as complete and authorizing release of retainage.		
RECORD OF COUNCIL ACTION		
Meeting Date	Action	Vote
February 4, 2025		

RESOLUTION

A RESOLUTION OF THE CITY OF NORTH BEND, WASHINGTON, ACCEPTING THE 2024 SIDEWALK GAPS CAPITAL PROJECT

WHEREAS, City of North Bend Staff requested bids for the 2024 Sidewalk Gaps Capital Project (Project); and

WHEREAS, Rainier Asphalt Sealing, LLC (Rainier) submitted the lowest responsive and responsible bid; and

WHEREAS, the Project was awarded to Rainier on June 4, 2024 in the amount of \$1,313,981; and

WHEREAS, Rainier started the work on July 1, 2024 and completed work December 12, 2024; and

WHEREAS, the final construction cost of the project was \$1,402,195; and

WHEREAS, the City must accept projects prior to submitting 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 Rainier Asphalt Sealing, LLC work on the 2024 Sidewalk Gaps 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 4TH DAY OF
FEBRUARY, 2025.**

CITY OF NORTH BEND:

APPROVED AS TO FORM:

Mary Miller, Mayor

Kendra Rosenberg, City Attorney

ATTEST/AUTHENTICATED:

Effective:

Posted:

Resolution

Susie Oppedal, City Clerk



City Council Agenda Bill

SUBJECT:	Agenda Date: February 4, 2025	AB25-006
Resolution Accepting 2024 Pavement Overlay Capital Project	Department/Committee/Individual	
	Mayor Mary Miller	
	Interim City Administrator – Bob Larson	
	City Attorney – Kendra Rosenberg	
	City Clerk – Susie Oppedal	
	Administrative Services – Lisa Escobar	
	Comm. & Economic Development – James Henderson	
	Finance – Martin Chaw	
Cost Impact: N/A	Public Works – Mark Rigos, P.E.	X
Fund Source: N/A		
Timeline: Immediate		

Attachments: Resolution**SUMMARY STATEMENT:**

At the August 20, 2024 City Council meeting, the City Council approved a construction contract amount of \$666,755 with Becker Blacktop, LLC (contractor) to perform the 2024 Pavement Overlay Project. The project consisted of two separate pavement overlays which were located on:

- Cedar Falls Way from North Bend Way East to 436th Avenue SE; and
- Ballarat Avenue NE from NE 6th Street to NE 12th Street.

Work consisted of milling off approximately 2 inches of existing asphalt from fog line to fog line, repairing any areas in need after milling, paving back 2 inches of asphalt, and then re-striping along Cedar Falls Way and repairing areas in need, a 2-inch overlay, and then restriping along Ballarat Avenue.

The total construction project cost was \$662,285.25 which was \$4,469.75 below the awarded contract amount. A Transportation Improvement Board (TIB) Grant was awarded to the City in 2024 to cover construction costs. The TIB grant covered 85% of construction contract costs or \$562,942.46 with the City being responsible for the other 15% or \$99,342.79.

Project construction began August 26, 2024 and was physically completed November 8, 2024. All necessary documentation has been received from the contractor 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: The Transportation and Public Works Committee reviewed this item at their January 28, 2025 meeting and recommended approval and placement on the Consent Agenda.

RECOMMENDED ACTION: **MOTION to approve AB25-006, a resolution accepting the 2024 Pavement Overlay Capital Project as complete and authorizing release of retainage.**

RECORD OF COUNCIL ACTION

Meeting Date	Action	Vote
February 4, 2025		

RESOLUTION

A RESOLUTION OF THE CITY OF NORTH BEND, WASHINGTON, ACCEPTING THE 2024 PAVEMENT OVERLAY CAPITAL PROJECT

WHEREAS, City of North Bend Staff requested bids for the 2024 Pavement Overlay Capital Project (Project); and

WHEREAS, Becker Blacktop, LLC (Becker) submitted the lowest responsive and responsible bid; and

WHEREAS, the Project was awarded to Becker on August 20th, 2024 in the amount of \$666,755; and

WHEREAS, Becker started the work on August 26th, 2024 and completed work on November 8th, 2024; and

WHEREAS, the final construction cost of the project was \$662,285.25; and

WHEREAS, the City must accept projects prior to submitting 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 Becker Blacktop, LLC work on the 2024 Pavement Overlay 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 4TH DAY OF
FEBRUARY, 2025.**

CITY OF NORTH BEND:

APPROVED AS TO FORM:

Mary Miller, Mayor

Kendra Rosenberg, City Attorney

ATTEST/AUTHENTICATED:

Effective:

Posted:

Resolution

Susie Oppedal, City Clerk



City Council Agenda Bill

SUBJECT:	Agenda Date: February 4, 2025	AB25-007
Motion Authorizing Contract with Clear View Tree Service for Tree Removal	Department/Committee/Individual	
	Mayor Mary Miller	
	Interim City Administrator – Bob Larson	
	City Attorney – Kendra Rosenberg	
	City Clerk – Susie Oppedal	
	Administrative Services – Lisa Escobar	
	Comm & Econ Development – James Henderson	
	Finance – Martin Chaw	
Cost Impact: \$27,236.82	Public Works – Mark Rigos, P.E.	X
Fund Source: Tree Mitigation Fund		
Timeline: Immediate		
Attachments: Contract, Invoice		

SUMMARY STATEMENT:

During the summer of 2024, multiple trees throughout the City were identified as being hazardous by City staff and it was decided to have them removed before the storms that happen in wintertime. Staff reached out to several contractors to obtain quotes and three Tree Service companies responded. The lowest bid staff received was from Clear View Tree Service in the amount of \$19,300. City staff quickly realized the quotes didn't include prevailing wage, so the quote was updated and Clear View Tree Service remained the low bidder at \$24,965.00.

Staff requested the trees be removed prior to the storms to eliminate life safety threats and reduce potential property damage from downed trees or limbs and being under the \$25,000 Council approval threshold (Mayor has up to \$25,000 authority), the contract moved forward. However, sales tax is required, which bumped the final cost over the \$25,000 threshold. Clear View Tree Service completed the tree removals in the fall of 2024.

City staff recommend Council retroactively approve the contract with Clear View Tree Service for removal of those trees at various locations within the City. This was done in the interest of public safety and protecting property. The work has been completed.

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

COMMITTEE REVIEW AND RECOMMENDATION: The Transportation and Public Works Committee reviewed this item at their January 28, 2025 meeting and recommended approval and placement on the Consent Agenda.

RECOMMENDED ACTION: **MOTION to approve AB25-007, authorizing a contract with Clear View Tree Service for removal of multiple trees within the City, in a form and content acceptable to the City Attorney, in an amount not to exceed \$27,236.82**

RECORD OF COUNCIL ACTION

Meeting Date	Action	Vote
February 4, 2025		

SMALL WORKS ROSTER PUBLIC WORKS CONTRACT

Between: City of North Bend and Clear View Tree Service, LLC
Project: 2024 Tree Removal – Various locations
Commencing: Upon Notice to Proceed
Terminating: Upon completion of work
Amount: \$24,965.00 plus sales tax

THIS AGREEMENT, made and entered September 23, 2024 by and between the **CITY OF NORTH BEND**, a Washington municipal corporation (the “City”) and Clear View Tree Service, LLC, a Private limited liability corporation, (the “Contractor”).

RECITALS

WHEREAS, the City desires to contract with the Contractor for removal of various dangerous trees throughout the City Right of Way, and

WHEREAS, pursuant to the invitation of the City, extended through the City of North Bend Public Works Small Works Roster, the Contractor did file with the City a proposal containing an offer, and

WHEREAS, the City has determined that the contractor’s offer was the lowest responsive and responsible quote submitted;

NOW THEREFORE, in consideration of the terms and conditions contained in this contract, the parties covenant and agree as follows:

1. Scope of Work to be Accomplished. The Contractor shall obtain all permits and/or approvals, do all the work, including all construction and services, and furnish all tools, materials and equipment for bearing replacement, in accordance with and as described in the attached project quote, and shall perform any alterations in or additions to the work as provided under this contract. The Contractor shall provide and bear the expense of all equipment, work and labor of any sort whatsoever that may be required for the transfer of materials and for constructing and completing the work provided for in this contract.

2. Contract Documents. The contract between the parties includes this contract, along with the attached *Scope of Work and Quote (Attachment A)*, *L&I form Statement of Intent to Pay Prevailing Wages – Public Works Contract (Attachment B)*, *Tax Identification Number (Attachment C)*, which are hereby incorporated by reference and made a part of this contract as if set forth in full, and shall be referred to herein as the “Contract Documents”.

3. City Responsibility/Payment. The City hereby promises and agrees to retain the Contractor to provide the materials to do and cause to be done the above described work and to complete and finish the same according to the attached plans and specifications, and the terms and conditions contained in this contract. The City agrees to pay the Contractor for the actual work completed according to the Scope of Work, the sum of **\$24,965.00** plus tax.

4. Time of Performance/Liquidated Damages. Work shall start within 30 days of execution of this contract and shall be completed within ten working days. If the work is not completed within the time specified, the Contractor agrees to pay to the City the sum of \$100.00 for each and every day the work remains uncompleted after expiration of the specified time, as liquidated damages, due to the difficulty and uncertainty of attempting to calculate related actual damages.

5. Warranties/Guaranty.

5.1. The Contractor warrants to the City that any materials and equipment furnished under this contract will be new and of good quality unless otherwise required or permitted by the Contract Documents, that the work will be free from defects, and that the work will conform with the requirements of the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, in writing by the City, may be considered defective.

5.2. The Contractor for him/herself, and for his/her heirs, executors, administrators, successors and assigns, does hereby agree to the full performance of all the covenants herein contained upon the part of the Contractor. Contractor shall be responsible for, and shall indemnify and hold the City harmless from any damage or expense by reason of failure of performance as specified in the Contract Documents. The Contractor shall further indemnify and hold the City harmless from defects appearing or developing in the material or workmanship provided or performed under the Contract Documents within a period of one year after its acceptance thereof by the City.

6. Change Orders. Changes in the scope of work to be performed, in the amount of the contract sum, or in the time for completion of the work may be accomplished only by a written document, signed by the Contractor and Mayor on behalf of the City. Once effective, the Contractor shall proceed promptly with the work as modified, unless otherwise provided in the change order.

7. Insurance. The Contractor shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors. The Contractor shall provide a Certificate of Insurance evidencing:

1. Automobile Liability insurance with limits no less than \$1,000,000 combined single limit per accident for bodily injury and property damage; and

2. Commercial General Liability insurance written on an occurrence basis with limits no less than \$1,000,000 combined single limit per occurrence and \$1,000,000 aggregate for personal injury, bodily injury and property damage. Coverage shall include but not be limited to: blanket contractual; products/competed operations; broad form property damage; explosion, collapse and underground (XCU) if applicable; and employer's liability.
3. Worker's Compensation insurance at the limits established by the State of Washington.

Any payment of deductible or self insured retention shall be the sole responsibility of the Contractor. The City shall be named as an additional insured on the insurance policy, as respects work performed by or on behalf of the Contractor and a copy of the endorsement naming the City as additional insured shall be attached to the Certificate of Insurance. The Contractor's insurance shall be primary insurance as respect the City and the City shall be given thirty (30) days prior written notice of any cancellation, suspension or material change in coverage.

8. Performance Bond/Statutory Retainage/Prevailing Wages.

8.1. *Performance Bond.* Upon execution of his contract, as required by Chapter 39.08 RCW, the Contractor shall furnish a surety bond in the full amount of the contract price, plus State sales tax, which shall guarantee the faithful performance of the contract and the payment of all labor, mechanics, subcontractors, and materialmen and all persons who supply them with provisions and supplies for carrying out the work under this contract. This bond shall be in force until completion of the project and acceptance by the city and also upon such period thereafter during which the law allows liens to be filed and sued upon. This performance bond shall be furnished by a corporate surety company authorized to do business in the State of Washington, in a company acceptable to the City and on the form attached hereto.

Alternately, pursuant to RCW 39.08.010, in lieu of the performance bond required under this section, at the option of the Contractor the City may retain ten percent of the contract amount for a period of thirty days after the date of final acceptance, or until receipt of all necessary releases from the Department of Labor and Industries and settlement of any liens filed under chapter 60.28 RCW, whichever is later.

8.2. *Retained Percentage.* Pursuant to Section 60.28.010 RCW, the City will hold five percent of the moneys earned by the Contractor pending completion of the work and final acceptance. In lieu of retainage, the Contractor may instead post a bond that is subject to the same claims as the retained funds, as further set forth in Section 60.28.011 RCW. The Contractor shall execute the attached "Declaration of Option for Management of Statutory Retained Percentage" for any monies reserved under Chapter 60.28 RCW.

8.3. *Prevailing Wages.* Pursuant to RCW Chapter 39.12.040, prior to payment by the City, the Contractor must submit -- on behalf of itself and each and every subcontractor -- the attached "Statement of Intent to Pay Prevailing Wages," which must be approved by the Department of

Labor and Industries prior to its submission. Following the final acceptance of the project, the Contractor must submit -- on behalf of itself and each and every subcontractor -- an "Affidavit of Wages Paid" before the funds retained under subsection 8.2 of this contract are released to the Contractor.

9. City Business License Required. The Contractor must obtain a City of North Bend Business License before any payment under the contract can be made.

10. Assignment/Delegation. The Contractor shall not assign this contract nor delegate any duties hereunder without prior written consent of the City, which consent may be withheld by the City in its sole subjective discretion for any cause whatsoever.

11. Applicable Law; Venue. This contract shall be subject to, and the Contractor shall at all times comply with, all applicable state and local laws, regulations, rules and provisions of the City of North Bend Municipal Code and ordinances of the City of North Bend. Venue for any action hereunder shall be exclusively in King County Superior Court.

12. Termination. This contract can be terminated by either party upon default in performance of the other party, if such default is not cured within 10 days of notice thereof, and upon notification of intent to terminate this contract in writing 30 days prior to the date of termination. In case of default, the non-defaulting party shall have any and all remedies available to it in law or equity.

13. Notices. Any notice required by this contract may be delivered personally or mailed, certified with return receipt requested. If mailed, notice shall be deemed given upon the first business day after the date of the postmark. Notices shall be delivered or mailed to the following:

TO CITY:

Public Works Department
City of North Bend
Attn: Tom Mohr
920 SE Cedar Falls Way
North Bend, WA 98045
Telephone: (425) 888-7653
tmohr@northbendwa.gov

TO CONTRACTOR:

Clear View Tree Service, LLC
Attn: Michael Wilkerson
13533 421st Ave SE
North Bend, WA 98045
E-mail:
mike@clearviewtreeservice.com
Telephone: (425) 281-0822

14. Indemnity and Hold Harmless. The Contractor shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits, including attorney fees, arising out of or in connection with the performance of this contract, except for injuries and damages caused by the sole negligence of the City.

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

15. Independent Contractor. For all purposes, the Contractor shall be deemed an independent contractor and shall not be deemed an employee of the City.

16. Waiver. Waiver by the City of any breach of any term or condition of this contract shall not be construed as a waiver of any other breach.

17. Attorney's Fees. In the event any action is brought by either party to enforce the terms of this contract or for breach of this contract by the other party, the parties agree that the non-prevailing party shall pay to the prevailing party reasonable attorney's fees and expert witness fees, and costs and disbursements incurred by such party.

18. Entire Contract. This contract, together with all Contract Documents referred to herein, constitutes the entire agreement between the parties hereto.

19. Binding Effect. This contract shall be binding upon the parties, their heirs, personal representatives, successors and assigns.

20. Modification. No modification of this contract shall be of any force or effect, unless in writing signed by the parties.

21. Severability. If any provision of this contract is held invalid, the remainder shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law, and shall continue in full force and effect.

22. Corporate Authority. Each individual executing this contract is duly authorized to execute and deliver this contract on behalf of the corporation in accordance with a duly adopted resolution of the Board of Directors of the corporation, or in accordance with the By Laws of said corporation, and that this contract is binding upon the corporation in accordance with its terms. A certified copy of such resolution shall be furnished to the City within ten (10) days of the date of the execution of this contract.

IN WITNESS WHEREOF, the parties have caused this contract to be duly executed as of the day and year first written above.

CITY OF NORTH BEND



Mary Miller, Mayor

Date: October 18, 2024

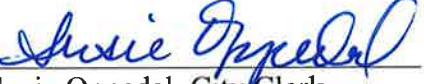
**CLEAR VIEW TREE SERVICE,
LLC**



(Authorized Representative)

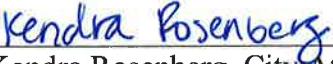
(Title) _____
Date: Owner 10/4/2024

ATTEST:



Susie Oppedal, City Clerk

APPROVED AS TO FORM:



Kendra Rosenberg, City Attorney

Carrie Smith

From: Clear View Tree Service <mike@clearviewtreeservice.com>
Sent: Tuesday, October 8, 2024 2:41 PM
To: Carrie Smith
Cc: ustc@ustimbercutters.com; mike@clearviewtreeservice.com
Subject: Re: Clear View Tree Service 2024 Tree Removal Project

Ms. Smith,

The (3) Locations in the contract.

Estimate for work: \$24,965.00

Best regards,

Michael L. Wilkerson, Owner
Professional Forester
B.S. Forest Resources, UW
ISA Qualified Tree Risk Assessor (TRAQ)

Clear View Tree Service

Office: [\(425\) 281-0822](tel:(425)281-0822)

Email: mike@clearviewtreeservice.com

Web: www.clearviewtreeservice.com

-WA State Sales tax applies to/ in ad'édition to all estimates. The WA State Sales tax rate is determined at the work location.

Contractors Lic# CLEARVT811N2
U.S. Timber Cutters, LLC

On Oct 7, 2024, at 10:47 AM, Clear View Tree Service <mike@clearviewtreeservice.com> wrote:

COMPETITIVE NEGOTIATION AND SMALL PURCHASE
CONTRACTING DOCUMENTATION

ATTACHMENT A

This format should be used for contracts for professional services and other procurement to Document compliance with federal procurement standards.

1. Type of Contract:

Professional Services _____
Printing _____
Equipment/Supplies _____
Other _____

Tree Removal

2. Address of Contractors Contacted:

Name of Person Business:

Watson Family Tree Care

Street or PO Box:

315 E. Park St, B-30

City/State/Zip Code:

North Bend, Wa 98045

Work Telephone Number:

425-615-5922

Quote/Bid given:

\$ 29,539

Name of Person Business:

Clear View Tree Service

Street or PO Box:

13533 421st Ave. SE

City/State/Zip Code:

North Bend, Wa 98045

Work Telephone Number:

425-281-0822

Quote/Bid given:

\$ 19,300 + tax - updated \$24,905.12
to include pr. wage

Name of Person Business:

JB Tree Service

Street or PO Box:

812 Ballarat Ave. NE

City/State/Zip Code:

North Bend, Wa 98045

Work Telephone Number:

425-888-8733

Quote/Bid given:

- No thank you

Contractor Selected:

CLEAR VIEW TREE SERVICE

Basis for Selection:

Lowest Price Other _____

If the basis for selection was not the lowest price, explain the basis used:

Signature

M. Pray

Date

8-30-24



Invoice Q432

Customer name:	City of North Bend	Date:	12/14/2024
Contact:	Mark Prey (425) 864-0242 Carrie Smith (425) 888-7651	Project Title: Owner/ Customer	Tree Removal- Various Locations
Customer phone/email:	csmith@northbendwa.gov	Project Location:	Old Si, New Si
Customer address:	19445 SE 21st ST		
City:	City of North Bend	Job #	2024-74
State/ Zip Code:	WA, 98045		

Mailing address:

Clear View Tree Service

13533 421st Aye SE, North Bend, WA 98045

Phone: (425) 281-0822

Email: mike@clearviewtreeservice.com

If Clear View Tree Service (CVTS) receives payment from Customer more than 15 days after the date of the invoice, CVTS may impose a late fee of \$50.00. If CVTS has not received payment from Customer more than 30 days after the date of the invoice, CVTS may assess five percent simple interest on the unpaid invoice. Interest begins accruing on the invoice due date. If Customer has not paid an invoice for more than 90 days, CVTS may refer collection of the unpaid amount to an attorney or collections agency. If Customer's unpaid invoices are referred to an attorney or collections agency, Customer shall pay all reasonable attorney's fees or collections agency fees. *Your check is your receipt for payment.

Contractors License # CLEARVT811N2, Clear View Tree Service, U.S. Timber Cutters, LLC

PLEASE SEND US A BUSINESS PERMIT IF NOT PAYING WA SALES TAX

ALL PERMITS, ADDITIONAL INSURED, INTENT TO PAY AND AFFIDAVITS ARE ADDITIONAL COSTS AND WILL BE BILLED IN ADDITION TO THE SERVICE FEE.

WE DO NOT ACCEPT DIGITAL CURRENCIES, CREDIT/DEBIT CARDS OR CASH APPS AS FORMS OF PAYMENT

www.clearviewtreeservice.com



City Council Agenda Bill

SUBJECT:	Agenda Date: February 4, 2025	AB25-008
Motion Authorizing Amendment No. 2 to Contract with QCC for SCADA Communications Upgrades	Department/Committee/Individual	
Cost Impact: \$32,464.05	Mayor Mary Miller	
Fund Source: Water and Sewer Operations	Interim City Administrator – Bob Larson	
Timeline: Immediate	City Attorney – Kendra Rosenberg	
	City Clerk – Susie Oppedal	
	Administrative Services – Lisa Escobar	
	Comm. & Economic Development – Rebecca Deming	
	Finance – Martin Chaw	
	Public Works – Mark Rigos	X

Attachments: Amendment #2, Original Contract, Amendment No. 1

BACKGROUND STATEMENT:

The SCADA (supervisory control and data acquisition) Communications Upgrade Project was approved by the City Council on March 7, 2023. The project consisted of design, programming, installation, and integration of the following:

1. Replacement of the old programmable logic controllers (PLCs) and Radio Communication Systems with a new state-of-the-art Ethernet Cellular Communications System at nine of the City's remote sites. With the exception of the installation of a new control panel for the Snoqualm Lift Station, this component has been completed, and all sites are operating very well under the new communication and control system.
2. Conversion of the soft starter at the Centennial Well to a Variable Frequency Drive (VFD) to reduce energy consumption and put less strain on the pump and to provide greater operational flexibility. The new VFD has been installed, and City staff are very happy with the new operation. The pump now runs at approximately 65% of the maximum speed and is much quieter and runs approximately 50 degrees cooler, which should extend the pump motor's life.
3. Installation of a new control panel at the Snoqualm Lift Station that includes telemetry to SCADA. This site is scheduled for installation in February but may be delayed a few weeks due to the need to involve Puget Sound Energy since the power will need to be disconnected while the new panel is installed. This is the last site to complete the project.
4. Installation, programming and integration of a Chlorine Residual analyzer at Mount Si Springs. This analyzer has been installed and is currently up and running.

The original contract amount with QCC was \$332,990.00.

Amendment No. 1 was authorized administratively by the Mayor and simply extended the project timeline from December 31, 2024 to December 31, 2025 (though staff are anticipating completion long before then).

Amendment No. 2 will increase the cost of the contract by \$32,464.05 and consists of three items:

1. Staff recently noticed that sales tax was not included in the original quote or contract. This change order will remedy that, adding \$30,302.09 to the total cost of the project.

City Council Agenda Bill

<p>2. During the upgrade at the ULID #6 Lift Station, the crew found a failed motor protective relay on one of the backup pumps. QCC will replace the failed relay with a new unit, returning the lift station to full capacity. This item will add \$961.96 to the cost of the contract, including taxes.</p> <p>3. A \$1,200 allowance will be added to the contract to account for future unknowns. This is expected to be spent at the Snoqualm Sewer Lift Station, the only remaining site left to be upgraded. During design, it was discovered that Puget Sound Energy will need to disconnect power at the site for the upgrades to be completed and re-power the site once the upgrades are done. PSE has yet to provide an estimated cost for this work. As such, staff recommends adding this allowance to cover those costs.</p>
--

With approval of this amendment, the new total cost for this project will be \$365,454.05.

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

<p>COMMITTEE REVIEW AND RECOMMENDATION: This item was discussed at the January 28, 2025 Transportation and Public Works Committee Meeting and was recommended for approval and placement on the Consent Agenda.</p>
--

<p>RECOMMENDED ACTION: MOTION to approve AB25-008, authorizing Amendment No. 2 to contract with Quality Controls Corporation for the SCADA Communications Upgrade Project, in a form and content acceptable to the City Attorney, in an amount not to exceed \$32,464.05.</p>

RECORD OF COUNCIL ACTION

<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
February 4, 2025		

**SECOND AMENDMENT TO THE CONTRACT FOR SERVICES
BY AND BETWEEN THE CITY OF NORTH BEND AND
QUALITY CONTROLS CORPORATION**

THIS SECOND AMENDMENT to the Contract for Services entered into between the City of North Bend and Quality Controls Corporation effective _____, 2025 (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:

2. **Compensation and Method of Payment.** Contractor 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. Contractor shall be paid a total amount not to exceed THREE HUNDRED SIXTY-FIVE THOUSAND FOUR HUNDRED FIFTY-FOUR DOLLARS AND 05/100 (\$365,454.05) without written modification of this Agreement signed by the City. The City shall pay Contractor for services rendered under this Agreement within ten (10) days after City Council voucher approval. Contractor 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 \$332,990 + Amendment #2 for \$32,464.05 = \$365,454.05

All other terms and conditions remain as provided in the original Agreement effective April 4, 2023.

DATED this _____ day of _____, 2025.

CITY OF NORTH BEND

By: _____

Printed Name: _____

Title: _____

QUALITY CONTROLS CORPORATION

By: _____

Printed Name: _____

Title: _____

Attest/Authenticated:

City Clerk

Approved as to form:

Kendra Rosenberg, City Attorney

Council Packet February 4, 2025

QCC **QUALITY**
CONTROLS
CORPORATION

CHANGE ORDER REQUEST

Date: 1/9/25
To: City of North Bend
Attn: Chris Cote

Project: P2238
COR Number: 1
Description: ULID-6 Overtemp Relay

This Change Order Request (COR) contains a quotation for a change in the contract sum or the contract time in response to proposed modifications to the contract documents based on:

Field Directive #: _____ **COR #:** _____
RFI #: _____ **Other:** _____

Description of Change:

Per the above referenced RFI QCC will make the following modifications to our scope of supply:

1. QCC will supply 1x Siemens 3RN2012-1BW30 thermistor motor protection relay and install it at the ULID-6 site.

Attached supporting information from:

Supplier **Sub Contractor**

Reason for Change:

Existing Overtemp Relay no longer works.

Lead time to complete upon approval (may require an extension to contract depending on project schedule):

Amount: 1 Working Day

Does proposed change involve a change in contract sum? **Yes** **No** (- for decrease)

Amount: \$961.96

Project Manager: Ben Dearden **Date:** 1/9/2025

**GENERAL SERVICES AND EQUIPMENT PURCHASE AGREEMENT
BY AND BETWEEN THE CITY OF NORTH BEND
AND QUALITY CONTROLS CORPORATION**

THIS GENERAL SERVICES AND EQUIPMENT PURCHASE AGREEMENT ("Agreement") is entered into this 4 day of April, 2023, by and between the City of North Bend, a municipal corporation of the State of Washington ("the City"), and Quality Controls Corporation, a Washington limited liability company ("Contractor"), in consideration of the mutual benefits and conditions contained herein.

WHEREAS, the City has determined a need to have certain equipment, software licenses, and services performed at its wastewater treatment plant; and

WHEREAS, Contractor is the sole source provider of the necessary equipment as described in the "Sole Source Justification Form" attached to this Agreement and incorporated by this reference; and

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

NOW, THEREFORE, the parties hereby agree as follows:

1. **Scope of Services.** Contractor shall perform those services described on **Exhibit A** attached hereto, which is incorporated by this reference as if fully set forth. In performing such services, Contractor shall at all times comply with all federal, state, and local statutes, rules, and ordinances applicable to the performance of such services and the handling of any funds used in connection therewith.
2. **Compensation and Method of Payment.** Contractor 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. Contractor shall be paid a total amount not to exceed THREE HUNDRED THIRTY-TWO THOUSAND NINE HUNDRED NINETY DOLLARS AND 00/100 (\$332,990.00) without written modification of this Agreement signed by the City. The City shall pay Contractor for services rendered under this Agreement within ten (10) days after City Council voucher approval. Contractor agrees to complete and return the attached **Exhibit C** (Taxpayer Identification Number) to the City prior to, or along with, the first invoice.
3. **Duration of Agreement.** This Agreement shall be in full force and effect for a period commencing March 22, 2023, and ending December 31, 2024, unless earlier terminated in accordance with Section 11 of this Agreement or extended by written amendment in accordance with Section 14 of this Agreement.
4. **Ownership, Form, and Use of Documents.** All documents, drawings, specifications, and other materials produced by Contractor in connection with the services rendered under this Agreement shall be the property of the City whether the project for which they are made is executed or not. Except as otherwise stated in Exhibit A, Contractor shall provide to the City all final documents, reports, or studies in printed and electronic form. Unless otherwise directed in writing by the City, all final documents, reports, or studies shall be provided to the City in both a PDF and Word format. Where applicable, all Complete Plan Set Drawings shall include all Specifications and shall be submitted to the City in the most updated version of AutoCAD in an unrestricted format and in accordance with City Code. Contractor shall not be responsible for any use or modifications of said documents,

drawings, specifications, or other materials by the City or its representatives for any purpose other than the project specified in this Agreement.

5. **Independent Contractor.** The City and Contractor agree that Contractor is an independent contractor with respect to the services provided pursuant to this Agreement. Nothing in this Agreement shall be considered to create an employer-employee relationship between the parties hereto. Neither Contractor nor any of Contractor's employees shall be entitled, by virtue of the services provided under this Agreement, to any benefits afforded to City employees. The City shall not be responsible for paying, withholding, or otherwise deducting any customary state or federal payroll deductions, including, but not limited to, FICA, FUTA, state industrial insurance, or state workers' compensation, or for otherwise assuming the duties of an employer with respect to Contractor or Contractor's employees.
6. **Indemnification.** Contractor shall indemnify, defend, and hold harmless the City, its officers, officials, employees, and volunteers from any and all claims, injuries, damages, losses, or suits, including attorneys' fees, arising out of, or resulting from, the acts, errors, or omissions of Contractor in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by, or resulting from, the concurrent negligence of the Contractor and the City, its officers, officials, employees, and volunteers, Contractor's liability hereunder—including the duty and cost to defend—shall be only to the extent of Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.
7. **Insurance.** Contractor shall procure and maintain, for the duration of this Agreement, insurance against claims for injuries to persons or damage to property which may arise from, or in connection with, the performance of the work hereunder by Contractor, its agents, representatives, or employees. Contractor's maintenance of insurance as required by this Agreement shall not be construed to limit Contractor's liability to the coverage provided by such insurance or otherwise limit the City's recourse to any remedy available at law or in equity.
 - A. **Scope of Required Insurance.** Contractor shall maintain insurance of the types and coverage described below:
 1. **Automobile liability insurance**, with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident, covering all owned, non-owned, hired, and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage.
 2. **Commercial general liability insurance**, written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate, which shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, stop gap liability, personal injury, and advertising injury. The City shall be named as an additional insured under Contractor's Commercial General Liability insurance policy with respect to the work performed for the City, using an additional insured endorsement at least as broad as ISO CG 20 26.

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

8. Recordkeeping and "Red Flag" Rules.

- A. Contractor shall maintain accounts and records, including personnel, property, financial, and programmatic records, which sufficiently and properly reflect all direct and indirect costs of any nature expended and services performed pursuant to this Agreement. Contractor shall also maintain such other records as may be deemed necessary by the City to ensure proper accounting of all funds contributed by the City to the performance of this Agreement.
- B. These records shall be maintained for a period of seven (7) years after termination hereof unless permission to destroy them is granted by the Office of the Archivist in accordance with Chapter 40.14 RCW and by the City.
- C. Contractor acknowledges receipt of, and agrees to adhere to, the City's Identity Theft Prevention Program ("Red Flag" rules), a copy of which is attached hereto as **Exhibit D**.

9. Taxes, Licenses, and Permits.

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

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

C. In the event Contractor fails to pay any taxes, assessments, penalties, or fees imposed by the City or any other governmental body, then Contractor authorizes the City to deduct and withhold and/or pay over to the appropriate governmental body those unpaid amounts upon demand by the governmental body. This provision shall, at a minimum, apply to taxes and fees imposed by City ordinance. Any such payments shall be deducted from Contractor's total compensation.

10. Audits and Inspections. The records and documents with respect to all matters covered by this Agreement shall be subject, at all times, to inspection, review, or audit by law during the term of this Agreement. The City shall have the right to conduct an audit of Contractor's financial statement and condition and to a copy of the results of any such audit or other examination performed by or on behalf of Contractor.

11. Termination. This Agreement may be terminated by the City at any time upon thirty (30) days' written notice; provided, that if Contractor's insurance coverage is canceled for any reason, the City shall have the right to terminate this Agreement as provided in Section 7(D) of this Agreement.

12. Discrimination Prohibited. Contractor shall comply with all Equal Employment Opportunity regulations and shall not discriminate against any employee, applicant for employment, or any person seeking the services of Contractor based on race, color, religion, creed, sex, age, national origin, marital status, or the presence of any sensory, mental, or physical handicap.

13. Assignment and Subcontract. Contractor shall not assign or subcontract any portion of the services contemplated by this Agreement without the prior written consent of the City.

14. Entire Agreement; Modification. This Agreement contains the entire agreement between the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind any of the parties hereto. Proposed changes, which are mutually agreed upon, shall be incorporated by written amendments or addenda signed by both parties.

16. Notices. Notices required hereunder shall be delivered first class U.S. mail to the addresses below:

To the City of North Bend: David Miller, City Administrator
 City of North Bend
 920 SE Cedar Falls Way
 North Bend, Washington 98045
 Phone: (425) 888-7626

To Contractor:

James Cross
Quality Controls Corporation
5015-208th Street SW Unit 1B
Lynnwood, Washington 98036
Phone: (425) 778-4541
email: jamesc@quality-controls.com

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

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

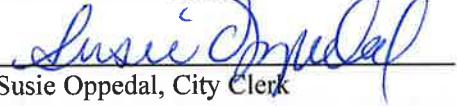
CITY OF NORTH BEND

By: 
Rob McFarland, Mayor

QUALITY CONTROLS CORPORATION

By: 
James T. Cross
Printed Name: _____
Title: Vice President

Attest/Authenticated:


Susie Oppedal, City Clerk

Approved As To Form:


Lisa M. Marshall, City Attorney

EXHIBITS A & B



5015 208th St. SW, Suite 1-B
Phone (425) 778-8280

Lynnwood, Washington 98036
www.qualitycontrolscorp.com

Budgetary Pricing and Scope of Work

January 30, 2023 Quote Number: Q3958C

To: City of North Bend
Attn: Chris Cote, SCADA Supervisor

Project: Miscellaneous Telemetry and Control System Upgrades

Reference: -Existing as-builts record drawings
- "Comms upgrade controls strategies"
-Existing ControlWave Designer files
-Revised LS6 for remote IO control, Rev C.

Bid Date: NA

Terms: Net 30

FOB: Lynnwood, WA

Freight: Prepaid and allowed

This quote is valid for 120 days.

QCC is pleased to provide quotation for the above referenced project. Quality Controls Corp. (QCC) provides services and materials, FOB Lynnwood, WA, complete, including installation by a licensed electrical contractor as required. QCC's quoted price does not include tax or the cost to bond this project.

Please call me with any technical questions or if you have any questions concerning the pricing on this quotation.

Sincerely,
James Cross

5015 – 208th Street S.W. Unit 1B Lynnwood, Washington 98036
Phone: 425.778.8280 Fax: 425.778.4541
Email: JamesC@Quality-Controls.com

Clarifications and Exclusions

1. QCC specifically excludes the following material and services:
 - UL or other NRTL field inspection or recertification services for the control panels modified on this project. We can provide WA State approved field engineering evaluation and product certification services for an additional fee if it is required by the local authority having jurisdiction.
2. QCC's quotation does NOT include programming services required for the city's IFIX SCADA application. QCC does provide the required coordination with the city staff to supporting the Ifix application development by others.
3. QCC provides the required electrical installation of new hardware. Includes the following notes:
 - QCC does NOT provide installation of new fiber optic cabling external to the upgraded control panel at ULID List Station #6. It is assumed existing conduit is to be re-used for connection to the WWTP main PLC control panel.
4. QCC provides the following unless specifically excluded on our bill of material:
 - Equipment shipped FOB factory with freight allowed, tailgate, destination.
 - Field wiring diagrams showing interconnection of field instruments and instrumentation panels.
 - Instruction manuals as required.
 - All necessary field start-up and calibration of the equipment we supply.
5. QCC does **NOT** provide the following unless specifically included in our bill of material:
 - Pipe, tubing, valves or fittings between the instrument and the process.
 - Conduit, wire or cable not integral to instrument or control panels supplied by QCC.
 - Mounting brackets, stanchions, supports or mounting pads not an integral part of the instrument.
 - ~~• Labor to install the equipment.~~
 - ~~• The Cost, (if due to local union regulations), to have local craftsman make adjustments or wiring modifications to our equipment during start-up and calibration.~~
 - Any material or services not in our quoted sections.

Budgetary Pricing

Item 1- Misc. Telemetry and Control Panel Upgrades

- Materials, Engineering, Programming and Electrical Installation: **\$ 186,600.00**

Item 2- Snoqualm LS Telemetry and Control Panel Upgrades

- Materials, Engineering, Programming and Electrical Installation: **\$ 41,430.00**

Item 3- South Fork LS Telemetry and Control Panel Upgrades

- Materials, Engineering, Programming and Electrical Installation: **\$ 20,800.00**

Item 4- Production Well VFD Upgrade

- Materials, Engineering, Programming and Electrical Installation: **\$ 52,800.00**

Item 5- Mt. Si Chlorine Analyzer Supply and Installation

- Materials, Engineering, Programming and Electrical Installation: **\$ 13,200.00**

Item 6- ULID Lift Station 6 Telemetry and Control Panel Upgrades

- Materials, Engineering, Programming and Electrical Installation: **\$ 18,160.00**

Total Price for the Scope of Work Detailed Below:	\$ 332,990.00
---	----------------------

Scope of Work

Item 1- Telemetry & Control System Upgrades

QCC supplies the following hardware and services for each of the listed sites:

1. Production Well PLC and Telemetry Upgrade Hardware:

- QTY (1) Programmable Logic Controller
 - QTY (1) Processor, CompactLogix 1769-L30ER
 - QTY (1) Power Supply, 1769-PB2
 - QTY (3) Discrete Input Module, 1769-IQ16
 - QTY (1) Relay Output Module, 1769-OW16
 - QTY (1) Analog Input Module, 1769-IF8
 - QTY (1) Analog Output Module, 1769-OF4CI
- QTY (1) Human Machine Interface (HMI)- Maple System HMI5103L, 10" touch screen.
 - Includes custom bezel as required for installation.
- QTY (1) Cellular Router- Tempered Networks Airwall 150G, with licensing & antenna.

2. Mt Si Springs PLC and Telemetry Upgrade Hardware:

- QTY (1) Uninterruptible Power Supply, 24VDC, with 7.2Ah battery.
- QTY (1) Programmable Logic Controller
 - QTY (1) Processor, CompactLogix 1769-L30ER
 - QTY (1) Power Supply, 1769-PB2
 - QTY (2) Discrete Input Module, 1769-IQ16
 - QTY (1) Relay Output Module, 1769-OW16

- QTY (1) Analog Input Module, 1769-IF8
- QTY (1) Analog Output Module, 1769-OF4CI
- QTY (1) Human Machine Interface (HMI)- Maple System HMI5103L, 10" touch screen.
 - Includes custom bezel as required for installation.
- QTY (1) Cellular Router- Tempered Networks Airwall 150G, with licensing & antenna.

3. I90 Tank Control Panel:

- QTY (1) NEMA 4X Stainless Enclosure
- QTY (1) Panel light, door activated.
- QTY (1) Enclosure Heater, 200W thermostat controlled.
- QTY (1) Duplex Receptacle
- QTY (1) Uninterruptible Power Supply, 24VDC, with 7.2Ah battery.
- Programmable Logic Controller
 - QTY (1) Processor, CompactLogix L769-L24ER,
 - Integral IO, 16DI, 16DO, 4AI, 4AO
- QTY (1) Cellular Router- Tempered Networks Airwall 150G, with licensing & antenna.
- QTY (AR) Terminals, relays, timers, labels, nameplates, etc.

4. Nintendo Tank Control Panel:

- QTY (1) Back panel assembly, installed in existing enclosure.
- QTY (1) Enclosure Heater, 200W thermostat controlled
- QTY (1) Duplex Receptacle
- QTY (1) Uninterruptible Power Supply, 24VDC, with 7.2Ah battery.
- Programmable Logic Controller
 - QTY (1) Processor, CompactLogix L769-L24ER,
 - Integral IO, 16DI, 16DO, 4AI, 4AO
- QTY (1) Cellular Router- Tempered Networks Airwall 150G, with licensing & antenna.
- QTY (AR) Terminals, relays, timers, labels, nameplates, etc.

5. Forster Woods 710 Booster PLC and Telemetry Upgrade Hardware:

- QTY (1) Uninterruptible Power Supply, 24VDC, with 7.2Ah battery.
- Programmable Logic Controller
 - QTY (1) Processor, CompactLogix L769-L24ER,
 - Integral IO, 16DI, 16DO, 4AI, 4AO
 - QTY (1) Analog Input Module, 1769-IF8
 - QTY (1) Analog Output Module, 1769-OF4CI
- QTY (1) Cellular Router- Tempered Networks Airwall 150G, with licensing & antenna.
- QTY (1) Human Machine Interface (HMI)- Maple System HMI5103L, 10" touch screen.
- QTY (AR) Terminals, relays, timers, labels, nameplates, etc.

6. Forster Woods 780 Tank PLC and Telemetry Upgrade Hardware:

- QTY (1) Uninterruptible Power Supply, 24VDC, with 7.2Ah battery.
- Programmable Logic Controller
 - QTY (1) Processor, CompactLogix L769-L24ER,
 - Integral IO, 16DI, 16DO, 4AI, 4AO
 - QTY (1) Analog Input Module, 1769-IF8

- QTY (1) Analog Output Module, 1769-OF4CI
- QTY (1) Cellular Router- Tempered Networks Airwall 150G, with licensing & antenna.
- QTY (1) Human Machine Interface (HMI)- Maple System HMI5103L, 10" touch screen.
- QTY (AR) Terminals, relays, timers, labels, nameplates, etc.

7. PLC and HMI Programming Services- All required PLC and HMI programming necessary for a fully functional system at each of the upgraded sites. Includes at minimum:

- Coordination with owners SCADA programmer for Ifix SCADA Integration for all upgraded stations.
- PLC and HMI programming for all upgraded stations.
- Tempered Networks Telemetry programming required for integration in the city's existing cellular telemetry system.

8. Electrical Installation- Installation of the all-new hardware and equipment quoted above by a licensed electrical contractor as required. Includes all necessary permits and inspections.

Item 2- Snoqualm Lift Station Telemetry & Control System Upgrades

QCC supplies the following hardware and services for each for the site listed below:

2. Snoqualm Lift Station Control Panel and Instrumentation:

- QTY (1) NEMA 4x SS Enclosure, Est size 48"H x 36"W x 10"D
- QTY (1) Main Breaker, door interlocked; 240/120VAC, 1ph line power.
- QTY (1) Uninterruptible Power Supply, 24VDC, with 7.2Ah battery.
- Programmable Logic Controller
 - i. QTY (1) Processor, CompactLogix L769-L24ER,
 - 1. Integral IO, 16DI, 16DO, 4AI, 4AO
 - ii. QTY (1) Analog Input Module, 1769-IF8
- QTY (1) Cellular Router- Tempered Networks Airwall 150G, with licensing & antenna.
- QTY (1) Human Machine Interface (HMI)- Maple System HMI5103L, 10" touch screen.
- QTY (2) Motor protection breakers, 240VAC, 1ph input
- QTY (2) 240VAC motor starters, 5HP with 1ph start/run cap set.
- QTY (2) HOA Selector switch
- QTY (2) Running Indicator
- QTY (2) Fault Indicator
- QTY (2) Motor Seal Leak Indicator
- QTY (2) Motor Over-temp Indicator
- QTY (1) Intrinsically Safe Barrier, 4-20mA in/out, wet well level sensor.
- QTY (3) Intrinsically Safe Relays, low, high, high high float switch input.
- QTY (AR) Terminals, relays, timers, labels, nameplates, etc.
- QTY (1) Wet Well Level Transmitter, E&H FMR-20 radar level sensor.
- QTY (1) FMR-20 mounting bracket, stainless steel wall mount bracket.
- QTY (3) Float Type Level Switch, non-mercury float type level switches, NONC.

3. PLC and HMI Programming Services- All required PLC and HMI programming necessary for a fully functional system at each of the upgraded sites. Includes at minimum:
 - Coordination with owners SCADA programmer for Ifix SCADA Integration for all upgraded stations.
 - PLC and HMI programming for all upgraded stations.
 - Tempered Networks Telemetry programming required for integration in the city's existing cellular telemetry system.
4. Electrical Installation- Installation of the all-new hardware and equipment quoted above by a licensed electrical contractor as required. Includes all necessary permits and inspections.

Item 3- South Fork Lift Station Telemetry & Control System Upgrades

QCC supplies the following hardware and services for each for the site listed below:

1. South Fork LS PLC and Telemetry Upgrade Hardware:
 - QTY (1) Uninterruptible Power Supply, 24VDC, with 7.2Ah battery.
 - Programmable Logic Controller
 - QTY (1) Processor, CompactLogix L769-L24ER,
 - Integral IO, 16DI, 16DO, 4AI, 4AO
 - QTY (1) Analog Input Module, 1769-IF8
 - QTY (1) Analog Output Module, 1769-OF4CI
 - QTY (1) Cellular Router- Tempered Networks Airwall 150G, with licensing & antenna.
 - QTY (AR) Terminals, relays, timers, labels, nameplates, etc.
2. PLC and HMI Programming Services- All required PLC and HMI programming necessary for a fully functional system at each of the upgraded sites. Includes at minimum:
 - Coordination with owners SCADA programmer for Ifix SCADA Integration for all upgraded stations.
 - PLC and HMI programming for all upgraded stations.
 - Tempered Networks Telemetry programming required for integration in the city's existing cellular telemetry system.
3. Electrical Installation- Installation of the all-new hardware and equipment quoted above by a licensed electrical contractor as required. Includes all necessary permits and inspections.

Item 4- Production Well VFD Upgrade

Supply and Install new Production Well VFD Panel: Installed adjacent to existing MCC.

It is assumed the right most section of the existing MCC is to be removed to make room for the new VFD control panel. The existing feeder breakers located in removed section to be relocated to spare locations in the remaining MCC.

QCC supplies the following hardware and services:

1. New VFD Enclosure:
 - QTY (1) VFD Enclosure, UL listed, including the following major components:

- QTY (1) NEMA 4/12 Enclosure, 90”H x 30”W x 20”D
- QTY (1) non-fusible disconnect, door interlocked.
- QTY (1) 250HP VFD, 480VAC, Yaskawa GA80U430ABM
- QTY (1) Door mounted VFD HIM module.
- QTY (1) HOA Selector switch
- QTY (1) Running Indicator
- QTY (1) Fault Indicator
- QTY (1) Speed Select Potentiometer
- QTY (AR) Terminals, relays, timers, labels, nameplates, etc.
- QTY (2) Line/Load Reactors – Installed in existing RVSS MCC section.

2. Electrical Installation- Installation of the new VFD enclosure, and the require modifications of the existing MCC. Includes the following anticipated tasks:

- a. Demolition of the right most section of the existing MCC. Includes re-locating the existing feeder breakers and re-configuration of existing conduit entering that section and re-pulling of new conductors for the existing unit heaters fed by the modified feeder breakers.
- b. Demolition of the existing RVSS motor starter and associated hardware.
- c. Installation of the new line and load reactors in the existing RVSS MCC bucket.
- d. Installation of the new VFD control panel, including all required power and control conductors.

Item 5- Installation of new Chlorine Analyzer at Mt. Si Springs.

1. Supply New Chlorine Analyzer: Provide and install a new chlorine analyzer at the existing Mt Si Springs location. QCC quotation includes hardware and electrical installation only.

QCC supplies the following hardware and services:

 - QTY (1) CL2 Analyzer, Eagle Microsystems RA-1000 or equal
2. Electrical Installation- QCC provides the required electrical installation of the new CL2 Analyzer, including providing the following:
 - Mounting of the CL2 analyzer in the existing pump house.
 - Provide Conduit and conductors: Rigid conduit to match existing
 - Qty 1 x Power – 2 x #14 + G
 - Qty 1 x Control- 1 x #16 TSP, 2 x #14.
3. PLC and HMI Programming Services- All required PLC and HMI programming necessary for a fully functional system. Includes at minimum:
 - Coordination with owners SCADA programmer for Ifix SCADA Integration for all upgraded stations.
 - PLC and HMI programming for the new CL2 analyzer.

Item 6- ULID Lift Station #6 Telemetry & Control System Upgrades

QCC supplies the following hardware and services for each for the site listed below:

1. Lift Station 6 PLC and Telemetry Upgrade Hardware:

- QTY (1) Uninterruptible Power Supply, 24VDC, with 7.2Ah battery.
- PLC Remote IO Rack- To be connected to plant main PLC via existing fiber connection.
- QTY (1) PLC Remote Ethernet Adapter, 1769-AENTR
- QTY (1) CompactLogix Power supply, 1769-PB4
- QTY (3) Discrete Input Modules, 1769-IQ16
- QTY (1) Discrete Output Modules, 1769-OB16
- QTY (2) Analog Input Module, 1769-IF8
- QTY (1) Analog Output Module, 1769-OF4CI
- QTY (1) Unmanaged Ethernet Switch, 5 port, 4 x copper 10/100, 1 x fiber 100mbx.
- QTY (1) Human Machine Interface (HMI)- Maple System HMI5103L, 10" touch screen.
- QTY (AR) Terminals, relays, timers, labels, nameplates, etc.

2. PLC and HMI Programming Services- All required PLC and HMI programming necessary for a fully functional system at each of the upgraded sites. Includes at minimum:

- Coordination with owners SCADA programmer for Ifix SCADA Integration for the upgraded station.
- PLC and HMI programming for the upgraded station.

3. Electrical Installation- Installation of the all-new hardware and equipment quoted above by a licensed electrical contractor as required. Includes all necessary permits and inspections.

General Notes:

1. QCC supplies factory testing for all equipment included in this scope of work.
2. QCC supplies field start-up, commissioning, and training as required for all equipment included in this scope of work.
3. QCC provides CAD-based As-Built Control Panel drawings for all upgraded sites. Includes comprehensive BOM and panel layout drawings for all components, new and existing located in the control panels.
4. QCC provides Bill of Materials, and Operation and Maintenance manuals for all equipment included in this scope of work.

EXHIBIT C:
TAXPAYER IDENTIFICATION NUMBER

CITY OF NORTH BEND
920 SE Cedar Falls Way
North Bend, WA 98045
Phone: (206) 888-1211
FAX: (206) 831-6200

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

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

Please check the appropriate category:

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

TIN#: _____

SS#: _____

Print Name: _____

Print Title: _____

Business Name: _____

Business Address: _____

Business Phone: _____

EXHIBIT D:
CITY OF NORTH BEND
IDENTITY THEFT PREVENTION PROGRAM

I. PROGRAM ADOPTION

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

II. PROGRAM PURPOSE AND DEFINITIONS

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

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

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

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

“**Covered account**” means:

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

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

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

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

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

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

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

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

III. IDENTIFICATION OF RED FLAGS

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

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

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

B. Suspicious Documents – Red Flags.

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

C. Suspicious Personal Identifying Information – Red Flags.

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

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

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

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

VI. PROGRAM ADMINISTRATION

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

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

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

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

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

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

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

VII. PROGRAM UPDATES

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

EXHIBIT E:

**STATE PREVAILING WAGE PROVISIONS
AS REQUIRED BY CHAPTER 39.12 RCW**

EXHIBIT F:

**FEDERAL PREVAILING WAGE PROVISIONS
AS REQUIRED BY 29 CFR § 5.5(a)–(b)**

(1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project) will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)

(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract, shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (1)** The work to be performed by the classification requested is not performed by a classification in the wage determination;
- (2)** The classification is utilized in the area by the construction industry; and
- (3)** The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers, or mechanics to be employed in the classification, or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding. The (write in name of Federal Agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and Social Security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR § 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)

(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency). The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR § 5.5(a)(3)(i), except that full Social Security numbers and home addresses shall not be included on weekly transmittals. Instead, the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's Social Security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division website at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full Social Security number and current address of each covered worker, and shall provide them upon request to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency), the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit in compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and Social Security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR Part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR Part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the (write the name of the agency) or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR § 5.12.

(4) Apprentices and trainees—

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR § 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees, and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

(5) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this contract.

(6) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR § 5.5(a)(1) through (10) and such other clauses as the (write in the name of the Federal agency) may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR § 5.5.

(7) Contract termination: debarment. A breach of the contract clauses in 29 CFR § 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR § 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR § 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR § 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 USC § 1001.

The following provisions apply to contracts in excess of \$100,000.00:

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall, upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/31/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERs NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER PLC Insurance Services 19401 40th Ave W, Suite 440 Lynnwood, WA 98036	CONTACT Yesenia Evans NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: yesenia@plcins.com	FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE INSURER A: Western National Insurance INSURER B: Lloyd's London	NAIC # 24465 85202
INSURED QCC Quality Controls Corporation; QCC Acquisition Corp 5015 208th St SW Lynnwood, WA 98036	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X X	CPP1306794	4/1/2023	4/1/2024	EACH OCCURRENCE	\$ 1,000,000
						DAMAGE TO RENTED PREMISES (EA occurrence)	\$ 300,000
						MED EXP (Any one person)	\$ 10,000
						PERSONAL & ADV INJURY	\$ 1,000,000
						GENERAL AGGREGATE	\$ 2,000,000
						PRODUCTS - COMP/OP AGG	\$ 2,000,000
						WA STOP GAP	\$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:					COMBINED SINGLE LIMIT (EA accident)	\$ 1,000,000
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> Comp Ded \$500	X X	CPP1305893	4/1/2023	4/1/2024	BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
							\$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE		UMB151536	4/1/2023	4/1/2024	EACH OCCURRENCE	\$ 1,000,000
	DED <input type="checkbox"/> RETENTION \$					AGGREGATE	\$ 1,000,000
							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N	N/A				PER STATUTE	OTH-ER
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. EACH ACCIDENT	\$
						E.L. DISEASE - EA EMPLOYEE	\$
						E.L. DISEASE - POLICY LIMIT	\$
B	Professional Liab.		0002012038-020	4/1/2023	4/1/2024	Agg./Occ.	\$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of North Bend are included as Additional Insured as respects the operations of the named insured when required by written contract for General Liability per attached, Primary & Non-Contributory applies per attached, Waiver of Subrogation applies per attached, Completed Operations per attached, Auto Liability applies per attached (Primary & Non-Contributory and Waiver of Subrogation applies) and Excess Liability is following form.

CERTIFICATE HOLDER

CANCELLATION

City of North Bend City Clerk, PO Box 896 North Bend, WA 98045	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

COMMERCIAL GENERAL LIABILITY ENHANCEMENT ENDORSEMENT

The Commercial General Liability Enhancement Endorsement is an optional endorsement that provides coverage enhancements. The following is a summary of broadened coverages provided by this endorsement. No coverage is provided by this summary, refer to following endorsement for changes in your policy.

SUMMARY OF COVERAGES

Bodily Injury And Property Damage Liability	2
• Non Owned Watercraft Up To 50 Feet	
Property Damage Liability	3
• Elevators	3
• Fire, Lightning, Explosion Or Sprinkler Leakage Exception	
• Borrowed Equipment (\$25,000 Per Occurrence, \$50,000 Aggregate,	
• \$2,500 Deductible Per Occurrence	3
Supplementary Payments – Amended	3
• Bail Bonds Up To \$5,000	3
• Loss Of Earnings Up To \$500/Day	3
Who Is An Insured Amendment	4
• Employee Bodily Injury To A Co-Employee	4
• Newly Formed Or Acquired Organizations For Up To 180 Days	4
• Blanket Additional Insured – Vendors – As Required By Contract	4
• Blanket Additional Insured – Lessor Of Leased Equipment	6
• Blanket Additional Insured – Managers Or Lessors Of Premises	6
• Blanket Additional Insured – State Or Governmental Agency Or Subdivision	7
• Or Political Subdivision – Permits Or Authorizations Relating To Premises	8
Damage To Premises Rented To You – \$300,000	9
Medical Payments Increased Limit – \$10,000 Or Amount Shown On Declarations	9
Conditions	9
• Knowledge Of Occurrence, Offense, Claim Or Suit Amended	9
• Unintentional Failure To Disclose Hazards	9
• Waiver Of Subrogation	10
Insured Contract Amended	10
Personal And Advertising Injury Redefined	10
• Televised, Videotaped Or Electronic Publication	10

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

COMMERCIAL GENERAL LIABILITY ENHANCEMENT ENDORSEMENT

This endorsement modifies the insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

With respect to the coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement. The **SECTIONS** of the Commercial General Liability Coverage Form identified in this endorsement will be amended as shown below.

SECTION I – COVERAGES AMENDMENTS

COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY

A. Non Owned Aircraft Or Watercraft

Item 2, Exclusions, Paragraph g, is replaced by the following:

g. Aircraft, Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "hailing or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved in the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

(1) A watercraft while ashore on premises you own or rent;

(2) A watercraft you do not own that is:

- (a) Less than 50 feet long, and
- (b) Not being used to carry persons or property for a charge;

This Subparagraph (2) applies to any person, who with your expressed or implied consent, either uses or is responsible for the use of the watercraft:

(3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;

(4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft;

(5) "Bodily injury" or "property damage" arising out of:

- (a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged; or
- (b) The operation of any of the machinery or equipment listed in Paragraph f. (2) or f. (3) of the definition of "mobile equipment".

The following are added:

C. Blanket Additional Insured – Vendors – As Required By Contract

1. **Section II – Who Is An Insured** is amended to include as an additional insured any person(s) or organization(s) (referred to throughout this endorsement as vendor) with whom you have agreed in a written contract, executed prior to loss, to name as an additional insured, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business. However,

a. The insurance afforded to such vendor only applies to the extent permitted by law; and
b. If coverage provided to the vendor is required by a contract or agreement, the insurance afforded to such vendor will not be broader than that which you are required by the contract or agreement to provide for such vendor.

With respect to the insurance afforded to these vendors, the following additional exclusions apply:

- a. The insurance afforded the vendor does not apply to:
 - (1) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
 - (2) Any express warranty unauthorized by you;
 - (3) Any physical or chemical change in the product made intentionally by the vendor;
 - (4) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
 - (5) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
 - (6) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
 - (7) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
 - (8) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (i) The exceptions contained in Subparagraphs (4) or (6); or
 - (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
- b. This Provision C. does not apply:
 - a. To any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products;
 - b. To any vendor for which coverage as an additional insured specifically is scheduled by endorsement; or
 - c. When liability included within the "products-completed operations hazard" has been excluded for such product either by the provisions of the coverage part or by endorsement.
- c. With respect to the insurance afforded to these vendors, the following is added to **Section III – Limits Of Insurance**.
 - a. If coverage provided to the vendor is required by a contract or agreement, the most we will pay on behalf of the vendor is:
 - a. The minimum amount required by the contract or agreement; or
 - b. The limits of insurance shown in the Declarations;
 - b. If coverage provided to the vendor is required by a contract or agreement, the most we will pay on behalf of the vendor is:
 - a. The minimum amount required by the contract or agreement; or
 - b. The limits of insurance shown in the Declarations;

If coverage provided to the vendor is required by a contract or agreement, the most we will pay on behalf of the vendor is:

a. The minimum amount required by the contract or agreement; or

b. The limits of insurance shown in the Declarations;

This endorsement shall not increase the applicable limits of insurance shown in the Declarations.

whichever is less.

This endorsement shall not increase the applicable limits of insurance shown in the Declarations.

5. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to:

- a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (2) Supervision, inspection, architectural or engineering activities.
- b. This exclusion applies even if the claims against an additional insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury" involved the rendering of or failure to render any professional services by you with respect to your provider engineering, architectural or surveying services in your capacity as an engineer, architect or surveyor.

D. Blanket Additional Insured – Lessor Of Leased Equipment

1. **Section II – Who Is An Insured** is amended to include as an additional insured any person(s) or organization(s) from whom you lease equipment when you and such person(s) or organization(s) have agreed in writing, in a contract or agreement, executed prior to loss, that such person(s) or organization(s) be added as an additional insured on your policy. Such person(s) or organization(s) is an insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused by your negligent acts or omissions in the maintenance, operation or use of equipment leased to you by such person(s) or organization(s). However, the insurance afforded to such additional insured:
 - a. Only applies to the extent permitted by law; and
 - b. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.
 - c. Does not apply to any "occurrence" which takes place after the equipment lease expires;
2. With respect to the insurance afforded to the Lessor, the following additional exclusions apply:
 - a. "Bodily injury" or "property damage" arising out of:
 - (1) The assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the Lessor would have in the absence of the contract or agreement;
 - (2) Any express warranty made by the Lessor.
 - (3) The demonstration, installation, servicing, inspections, adjustments, tests, repair, or maintenance operations by or for the Lessor.
 - (4) The negligence or strict liability of the Lessor for its own acts or omissions or those of its employees or anyone else acting on its behalf; or
 - (5) Any failure on the part of the Lessor to provide information, instructions and/or warnings with respect to the maintenance, use or operation of the equipment.
 - b. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance**.
 - a. If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is:
 - a. The minimum amount required by the contract or agreement; or
 - b. The limits of insurance shown in the Declarations;

4. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to:

- "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against an additional insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or failure to render any professional services by you with respect to your providing engineering, architectural or surveying services in your capacity as an engineer, architect or surveyor.

E. Blanket Additional Insured – Managers Or Lessors Of Premises

- Section II – Who Is An Insured** is amended to include as an additional insured any person(s) or organization(s) with whom you have agreed in a written contract, executed prior to loss, to name as an additional insured, subject to the following provisions:
 - Any "occurrence" which takes place after you cease to be a tenant in that premises.
 - Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

However:

- The insurance afforded to such additional insured only applies to the extent permitted by law; and
- If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

If coverage provided to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance**:

- The minimum amount required by the contract or agreement; or
- The Limits of Insurance shown in the Declarations;

However:

- The insurance afforded to such additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is:

- The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- Supervisory, inspection, architectural or engineering activities.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

- With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to:

- "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against an additional insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or failure to render any professional services by you with respect to your providing engineering, architectural or surveying services in your capacity as an engineer, architect or surveyor.

F. Blanket Additional Insured – State Or Governmental Agency Or Subdivision Or Political Subdivision – Permits Or Authorizations

Section II – Who Is An Insured is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision with whom you have agreed in a written contract, executed prior to loss, to name as an additional insured, subject to the following provisions:

- This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

However:

- The insurance afforded to such additional insured only applies to the extent permitted by law; and
- If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

- This insurance does not apply to:

- "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
- "Bodily injury" or "property damage" included within the "products-completed operations hazard".

3. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance**:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is:

- The minimum amount required by the contract or agreement; or
- The Limits of Insurance shown in the Declarations;

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

- With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to:

- "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against an additional insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or failure to render any professional services by you with respect to your providing engineering, architectural or surveying services in your capacity as an engineer, architect or surveyor.

G. Blanket Additional Insured – State Or Governmental Agency Or Subdivision Or Political Subdivision – Permits Or Authorizations Relating To Premises

Section II – Who Is An Insured is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision with whom you have agreed in a written contract, executed prior to loss, to name as an additional insured, subject to the following provision:

- This insurance applies only with respect to the following hazards for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization in connection with premises you own, rent or control and to which this insurance applies:
 - The existence, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures; or
 - The construction, erection or removal of elevators; or

c. The ownership, maintenance or use of any elevators covered by this insurance. However,

- The insurance afforded to such additional insured only applies to the extent permitted by law; and
- If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

2. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is:

- The minimum amount required by the contract or agreement; or
- The Limits of Insurance shown in the Declarations;

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

3. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to:

- "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

 - The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against an additional insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or failure to render any professional services by you with respect to your providing engineering, architectural or surveying services in your capacity as an engineer, architect or surveyor.

SECTION III – LIMITS OF INSURANCE AMENDMENTS

A. **Damage To Premises Rented To You**

Paragraph 6. is replaced by the following:

- Subject to Paragraph 5. above, the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning, explosion or sprinkler leakage, while rented to you or temporarily occupied by you with permission of the owner is the greater of:

 - \$300,000; or
 - The amount shown next to the Damage To Premises Rented To You Limit in the Declarations.

However, the provisions of this paragraph do not apply if Damage To Premises Rented To You Coverage is excluded by endorsement.

B. **Medical Expenses Limit**

Paragraph 7. is replaced with the following:

- Subject to Paragraph 5. above, the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person is the greater of:

 - \$10,000; or
 - The amount shown next to the Medical Expense Limit in the Declarations.

This insurance does not apply if coverage for Medical Expenses is excluded either by the provisions of the coverage part or by endorsement.

**FIRST AMENDMENT TO THE CONTRACT FOR SERVICES
BY AND BETWEEN THE CITY OF NORTH BEND AND
QUALITY CONTROLS CORPORATION**

THIS AMENDMENT to the Contract for Services entered into between the City of North Bend and Quality Controls Corporation effective December 23, 2024 (hereafter the "Agreement"), is made in consideration of the mutual benefits, terms, and conditions hereinafter specified and pursuant to Section 14 of the Agreement.

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 March 22, 2023 and ending December 31, 2025, unless earlier terminated in accordance with Section 11 herein or extended by written amendments in accordance with Section 14 herein.

All other terms and conditions remain as provided in the original Agreement effective April 4, 2023.

DATED this 23 day of December, 2024.

CITY OF NORTH BEND
By: Mary Miller
Printed Name: Mary Miller
Title: Mayor

QUALITY CONTROLS CORPORATION
By: James Cross
Printed Name: James Cross
Title: Vice President

Attest/Authenticated:

Sueie Oprechal
City Clerk

Approved as to form:

Kendra Rosenberg
Kendra Rosenberg, City Attorney



City Council Agenda Bill

SUBJECT:	Agenda Date: February 4, 2025	AB25-009
Motion Approving the 2025 Docket and Planning Commission Work Program	Department/Committee/Individual	
	Mayor Mary Miller	
	Interim City Administrator – Bob Larson	
	City Attorney – Kendra Rosenberg	
	City Clerk – Susie Oppedal	
	Administrative Services – Lisa Escobar	
	Comm. & Economic Development – James Henderson	
	Finance – Martin Chaw	
	Public Works – Mark Rigos	
Cost Impact: N/A	Planning Manager – Mike McCarty	X
Fund Source: N/A		
Timeline: Immediate		

Attachments: 2025 Planning Commission Work Program

SUMMARY STATEMENT:

Chapter 20.08 of the North Bend Municipal Code (“NBMC”) establishes the procedures and review criteria to amend the City’s Comprehensive Plan and development regulations, as well as the procedures for dockets submitted for consideration of the same. Staff did not receive any docket applications from the public. The docket recommendations, constituting the Planning Commission 2025 Work Program (“Work Program”), are proposed amendments based on needed updates to address legislative requirements, cleanup of the NBMC, and anticipated Development Agreements. The Work Program was reviewed by the Planning Commission at its December 18, 2024, meeting and the Commission recommended it for approval. It is important to note that completion of Work Program tasks is subject to Staff time availability, and thus it is possible that some of the items described in the Work Program may not be addressed in 2025.

After Council approval of the Work Program, the items of the Work Program will be scheduled for Planning Commission review and recommendation in 2025, together with any required public hearings. Following recommendations on these items by the Planning Commission, they will return to City Council for consideration of adoption.

APPLICABLE BRAND GUIDELINES: Sustainably managed growth, consistent delivery of quality basic services.

COMMITTEE REVIEW AND RECOMMENDATION: The Community and Economic Development Committee reviewed the Planning Commission Work Program at its January 21, 2025 meeting. The CED Committee recommended approval on the Consent Agenda, subject to removing consideration of new Short Term Rental regulations from the Work program (now amended for this Council Packet).

RECOMMENDED ACTION: **MOTION to approve AB25-009, approving the Planning Commission 2025 Work Program.**

RECORD OF COUNCIL ACTION

Meeting Date	Action	Vote
February 4, 2025		

Planning Commission 2025 Work Program

TO: City Council
FROM: Mike McCarty, Planning Manager
SUBJECT: Planning Commission 2025 Work Program

Summary:

Chapter 20.08 of the North Bend Municipal Code (NBMC) establishes the procedures and review criteria for amending the City's Comprehensive Plan and development regulations, which includes review and recommendation by the Planning Commission on docket applications received. Staff did not receive any docket applications from the public this year by the annual deadline for dockets, which passed on October 15, 2024. The attached docket recommendations are proposed by staff based on:

- Needed updates to meet legislative requirements (including addressing impact fees, and additional allowances for Accessory Dwelling Units);
- General code cleanup (including minor edits to address corrections previously identified and minor edits for consistency with updates to the Comprehensive Plan);
- New topics addressing desired amendments (including possible amendments based on an affordable housing analysis, updated sign regulations, consideration of additional non-conforming use regulations, long-term interim use regulations, and other topics below); and
- Development Agreements/Master Plans based on submittals received.

Approval of this work program only approves these items to be addressed by the Planning Commission as part of their work plan, subject to approval of the work program by Council and does not constitute approval of zoning or code changes. Of note, the processing of the work program is subject to availability of staff time to address each of these items. Many of the items, particularly those shown for addressing later in the year, may not be able to be accomplished in 2025.

The Planning Commission provided a recommendation of Council approval on this Work Program at their December 18, 2024 meeting consistent with NBMC 20.08.060.

Municipal Code and Zoning Map Amendments:

1. ADU Amendments per HB 1337, including associated amendments to Nonconforming Use Regulations – Required amendment due by June 2025.
2. Critical Area regulations, including minor code and mapping amendments to address recommendations from the City's critical areas consultant and comments from Commerce – Spring of 2025.
3. Update to Zoning Map to revise Parks Open Space or Public Facilities (POSPF) zone into two separate designations: Public POSPF vs. Private POSPF (based on comment to Planning Commission during 2024 Zoning Map update) – Early 2025.
4. Update to Impact Fee Regulations – due by June 2025

- a. Address requirements of SB 5258 including scaling impact fees to unit size or number of bedrooms.
- b. Harmonize credits across different impact fee types.
- c. Allow Park Impact Fee credits for value of constructing improvements on Parks CIP as part of project (like City does with Transportation Impact Fees).
- 5. Update to Landscape Regulations – Spring/Summer of 2025
 - a. Updating or eliminating requirements for Type 4 landscaping to harmonize with updated Designated Agricultural lands Map in Land Use Element (will otherwise create problems for properties surrounding Tollgate and Meadowbrook Farms).
 - b. Consideration of landscape maintenance bonding requirements.
- 6. Updates to Form Based Code – Summer of 2025
 - a. Mapping for revised DC Zone extent per Comp Plan update.
 - b. Residential height on ground floor away from NB Way and Ballarat.
 - c. Clarifications of setbacks.
 - d. Consider maximum unit sizes.
- 7. Affordable Housing Analysis – Summer of 2025
 - a. May include recommended revisions to land use designations and zoning to revise where and how affordable housing capacity is achieved.
- 8. Update to NBMC Chapter 18.20 Sign Regulations – Summer/Fall 2025
- 9. Updates to NBMC Chapter 18.10 – Summer/Fall 2025, including:
 - a. Updates to definitions in NBMC 18.06, including definition of Floor Area Ratio “FAR.”
 - b. Revisions to allowed use table in NBMC 18.10.030.
 - c. Revisions to bulk and dimensional standards in NBMC 18.10.040.
 - d. Revisions to performance standards in NBMC 18.10.050.
- 10. NBMC Chapter 18.30 Non-conforming Regulations Amendments – Late Fall of 2025
 - a. Develop provisions addressing non-conforming site conditions (for both allowed and non-conforming uses) establishing thresholds at which site paving and performance standards are triggered for a change of use.

Development Agreements/Master Plans that may be submitted (timing subject to submittal):

- 11. Possible Ewing Stringfellow Private Cemetery/Family Burial Plot Agreement.
- 12. Middle Fork Development Master Plan – Spring of 2025.
- 13. Development Agreement for the 230 Main Affordable Housing Project –Q1 2025.
- 14. Possible W. North Bend Way Senior Housing DA (Ambili Sukesan).
- 15. Possible SeaWest Development Multifamily Affordable Housing DA (former Marriott site).
- 16. Possible Mountain View Commercial and Multifamily DA (next to Smittys).

Additional Potential Amendments (time permitting / end of 2025):

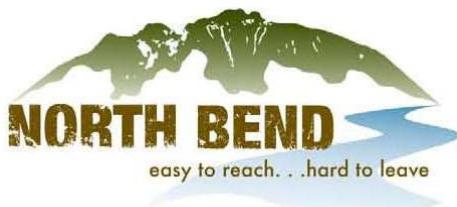
17. Long-term interim use regulations, addressing uses longer than temporary uses but not triggering permanent use regs. One time allowance with sunset for use unless permanent improvements made.
18. NBMC Chapter 3.78 MFTE Regulation Expansion to allow program for other properties.
19. NBMC Chapter 18.60 Marijuana Regulations and where permitted in zoning.

Staff Recommendation:

Staff recommends approval of the proposed 2025 Planning Commission Work Program. Following any discussion with the CED Committee, the Work Program will be sent to the City Council for review and approval at an upcoming City Council meeting.

Planning Commission Recommendation:

On December 18, 2024, the Planning Commission provided a recommendation of approval on this Work Program.



City Council Agenda Bill

SUBJECT:	Agenda Date: February 4, 2025	AB25-010		
Motion Authorizing a Work Order with Quality Controls Corporation (QCC) for Maintenance and Emergency Support for our SCADA / Telemetry Systems	Department/Committee/Individual			
Cost Impact: Not to Exceed \$63,000	Mayor Mary Miller			
Fund Source: Water and Sewer Operations	Interim City Administrator – Bob Larson			
Timeline: Immediate	City Attorney – Kendra Rosenberg			
	City Clerk – Susie Oppedal			
	Administrative Services – Lisa Escobar			
	Comm. & Economic Development – James Henderson			
	Finance – Martin Chaw			
	Public Works – Mark Rigos, P.E.	X		
Attachments: Work Order, Quote for Services				
SUMMARY STATEMENT:				
<p>The City of North Bend owns and operates a potable water system and a wastewater system that provides a supply of high quality drinking water and wastewater treatment for customers in each respective service area. Both systems include a complicated SCADA (Supervisory Control and Data Acquisition) / telemetry system that provides a high level of automation of pumps, blowers, compressors, and other equipment based on information provided by various level, pressure, chlorine, dissolved oxygen, and other sensing devices. The SCADA / telemetry system also provides for a means for operators to interact with the automated systems, allowing them to adjust various setpoints throughout the systems to change control strategies or adjust the systems to changing conditions. Additionally, the SCADA provides data needed for required reporting to regulatory agencies as well as to assist operators in troubleshooting problems with the respective water and wastewater systems.</p>				
<p>The only staff member that has a strong working knowledge of the SCADA / telemetry systems is retiring on March 1, 2025. In his time with the City, he has updated the entire system to current standards, significantly increasing its reliability such that failures are now rare when they were once a regular occurrence. Staff has decided that with this new level of reliability the City does not have a need for a full-time staff member dedicated to maintaining this system, however, we will still need part-time support to keep software updated, troubleshoot and correct issues as they arise, and maintain the hardware that makes up the system.</p>				
<p>Quality Controls Corporation (QCC) has done much of the work to update the system in the past 8 years, having replaced all of the programmable logic controllers (PLCs) and the communications hardware on both the water and sewer systems. In performing that work, they provided all of the PLC programming and have a strong understanding of the telemetry architecture as well as the processes it controls. Staff is recommending authorization of a work order with QCC under their existing on-call contract with the City in which they will provide quarterly maintenance services and on-call emergency support for SCADA / telemetry-related problems in an amount not to exceed \$38,000 for the maintenance and \$25,000 for emergency response (\$63,000 total) for the year 2025. Work will be billed on a time and materials basis. The work order and quote are attached.</p>				
APPLICABLE BRAND GUIDELINES:	Consistent delivery of quality basic services including transportation and traffic management.			
COMMITTEE REVIEW AND RECOMMENDATION:	The Transportation and Public Works Committee reviewed this item at their January 28th, 2025 meeting and recommended approval and placement on the Main Agenda for discussion.			

City Council Agenda Bill

RECOMMENDED ACTION: **MOTION to approve AB25-010, authorizing a work order with Quality Controls Corporation for maintenance and emergency support for SCADA / Telemetry systems, in an amount not to exceed \$63,000.**

RECORD OF COUNCIL ACTION

<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
February 4, 2025		

**CITY OF NORTH BEND
WORK ORDER
2025-02**

This work order dated the _____ day of February 2025 is to specify services to be provided under the On-Call Professional Services contract which has been entered into by the CITY OF NORTH BEND (City) and QCC (Consultant). This work order is for the below mentioned project/scope of work.

Work Order No.: 2025-02

Project Name: Water & Sewer System SCADA / I&C Support Services

Project No.: n/a **Amount:** \$63,000 NTE

City Project Lead: Don DeBerg,
City Engineer **(Authorized cost of work not to be exceeded without written authorization)**

SCOPE OF WORK:

QCC shall provide routine and emergency support for on demand services and onsite technical assistance for the SCADA system. Full details in the attached scope and fee.

CONSULTING FIRM:

CITY OF NORTH BEND:

Authorized Signature	Date	Authorized by	Date
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NOTE: *The City of North Bend will not be liable for charges for services not authorized by a fully executed work order.*

FOR INTERNAL USE ONLY

Funds for work available through the following accounts:

402-000-000-535-80-41-00 – Sewer Professional Services
401-000-000-534-20-41-00 – Water Professional Services

Distribution: Original: City Clerk Copies: Project Lead, Consultant, Accounting Coordinator



Engineering Support Services Proposal

January 14, 2025 Quote Number: Q4488B

To: City of North Bend

Project: Water and Sewer System SCADA / I&C Support Services

Reference: QCC 2025 Labor Rate Schedule

Terms: Net 30

FOB: Lynnwood, WA

Freight: Prepaid and allowed

QCC is happy to offer this quotation for the below described services. QCC provides this quotation on a T&M basis for on demand services and onsite technical assistance, include all labor and materials necessary, with costs not to exceed as indicated below. Labor will be billed per QCC's annually published labor rate sheet. All parts and materials will be billed at cost plus 17% markup for overhead costs and profit.

The routine support and emergency on-call task estimates are provided as annual estimates of services provided in a 12-month period.

Defined scope projects, hardware, and non-emergency upgrades required hardware and/or defined labor can be quoted as fixed price quotations under a separate cover.

Task 1 – Routine Support. Time and materials not to exceed *\$38,000 without prior written approval.*

- Onsite routine maintenance and support services, estimated at 2 engineering days / month. Includes routine maintenance and support tasks such as the following:
 - Install quarterly windows updates on computers. Any time recovering from failed updates or issues caused by updates would be on demand.
 - PLC firmware/hardware upgrades.
 - Instrumentation calibrations and corrections.
 - Investigation and correction of non-emergency corrective punch list tasks.
 - Telemetry system diagnostic data review and corrective actions,
 - Other on-demand I&C corrective maintenance.

5015 – 208th Street S.W. Suite 1B Lynnwood, Washington 98036

Phone: 425.778.8280 Fax: 425.778.4541

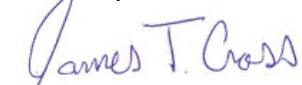
Email: JamesC@Quality-Controls.com

Task 2 – Emergency Support Response Reserve: Estimated Time and materials not to exceed \$25,000 without written prior approval.

- Provide on-call support to respond to critical instrumentation, telemetry, and SCADA issues. Direct costs will be billed on a time and materials basis per the above referenced rate sheet.

Please call me with any questions or concerning the pricing on this quotation.

Sincerely,



James Cross
Vice President



City Council Agenda Bill

SUBJECT:	Agenda Date: February 4, 2025	AB25-011
Resolution Accepting 2024 RRFB Capital Project	Department/Committee/Individual	
	Mayor Mary Miller	
	Interim City Administrator – Bob Larson	
	City Attorney – Kendra Rosenberg	
	City Clerk – Susie Oppedal	
	Administrative Services – Lisa Escobar	
	Comm. & Economic Development – James Henderson	
	Finance – Martin Chaw	
Cost Impact: N/A	Public Works – Mark Rigos, P.E.	X
Fund Source: N/A		
Timeline: Immediate		
Attachments: Resolution		
SUMMARY STATEMENT:		
At the August 20, 2024 City Council meeting, the City Council approved a construction contract amount of \$298,485 with Transportation Systems, Inc (contractor) to construct the 2024 RRFB (rectangular rapid flashing beacon) Project. The project installed RRFB's and added or replaced ADA ramps at the following crosswalk locations:		
<ul style="list-style-type: none">• Ballarat Avenue NE and Snoqualmie Valley Trail• SE Mt Si Road and Snoqualmie Valley Trail• E North Bend Way and SE Orchard Drive (replacement of old style RRFB)		
Work consisted of minor pavement removal, minor grading, ADA ramp installations, RRFB installations, safety signage, pavement markings, and traffic control.		
The total construction project cost was \$266,371.89 which was \$32,113.11 below the awarded contract amount. Project construction began October 28, 2024 and was physically completed December 5, 2024. All necessary documentation has been received from the contractor 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: The Transportation and Public Works Committee reviewed this item at their January 28, 2025 meeting and recommended approval and placement on the Main Agenda for discussion.		
RECOMMENDED ACTION: MOTION to approve AB25-011, a resolution accepting the 2024 RRFB Capital Project as complete and authorizing release of retainage.		
RECORD OF COUNCIL ACTION		
Meeting Date	Action	Vote
February 4, 2025		

RESOLUTION

A RESOLUTION OF THE CITY OF NORTH BEND, WASHINGTON, ACCEPTING THE 2024 RRFB CAPITAL PROJECT

WHEREAS, City of North Bend Staff requested bids for the 2024 RRFB (rectangular rapid flashing beacon) Capital Project (Project); and

WHEREAS, Transportation Systems, Inc. (TSI) submitted the lowest responsive and responsible bid; and

WHEREAS, the Project was awarded to TSI on August 20, 2024 in the amount of \$298,485; and

WHEREAS, TSI started the work on October 28, 2024 and completed work on December 5, 2024; and

WHEREAS, the final construction cost of the project was \$266,371.89; and

WHEREAS, the City must accept projects prior to submitting 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 Transportation Systems, Inc. work on the 2024 RRFB 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 4TH DAY OF
FEBRUARY, 2025.**

CITY OF NORTH BEND:

APPROVED AS TO FORM:

Mary Miller, Mayor

Kendra Rosenberg, City Attorney

ATTEST/AUTHENTICATED:

Effective:
Posted:

Susie Oppedal, City Clerk



City Council Agenda Bill

SUBJECT:	Agenda Date: February 4, 2025	AB25-012
Motion Authorizing Contract with PH Consulting for the Park Street and Main Avenue Intersection Design Capital Project	Department/Committee/Individual	
Cost Impact: \$148,650 (Not to Exceed)	Mayor Mary Miller	
Fund Source: Transportation Impact Fees	Interim City Administrator – Bob Larson	
Timeline: Immediate	City Attorney – Kendra Rosenberg	
	City Clerk – Susie Oppedal	
	Administrative Services – Lisa Escobar	
	Comm. & Economic Development – James Henderson	
	Finance – Martin Chaw	
	Public Works – Mark Rigos, P.E.	X
Attachments: Exhibit A - PH Consulting Work Scope and Fee & Vicinity Map		

SUMMARY STATEMENT:

The Park Street Corridor Channelization (Project No. T-034) is a high-priority transportation capital project in the City of North Bend's 2025-2030 6-Year Transportation Improvement Plan (TIP). The proposed improvements incorporate design recommendations previously prepared with the W Park St & Main Ave S Intersection Safety Analysis and subsequent public outreach efforts coordinated between the City of North Bend, and PH Consulting (PH) and Maul Foster Alongi. Additionally, there was an Open House held at City Hall in the fall of 2024. This work is being done in the interest of public safety.

At this intersection, there is proposed lighting, RRFBs (rectangular rapid flashing beacons) on the two Park Street crossings, joint utility trench, re-channelization and a centerline curb west of the intersection towards Bendigo Blvd. to prevent cross traffic movements, as well as signage and drainage improvements. In addition to the above mentioned design, PH will prepare a detailed Traffic Analysis Memorandum for the Park Street corridor between Bendigo Boulevard and North Nend Way and the Main Ave approach to Park Street.

City staff recommend proceeding with PH 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 January 28th, 2025 Transportation and Public Works Committee meeting and was recommended for approval and placement on the Main Agenda for discussion.

RECOMMENDED ACTION: **MOTION to approve AB25-012, authorizing the Mayor to execute a contract with PH Consulting for the Park Street and Main Avenue Intersection Design Capital Project, in an amount not to exceed \$148,650, in a form and content approved by the City Attorney.**

RECORD OF COUNCIL ACTION

Meeting Date	Action	Vote
February 4, 2025		

SCOPE OF WORK

Project Name: Park & Main Intersection Design
Client: City of North Bend
Date: January 22, 2025

Introduction

PH Consulting (“PH”) will provide professional engineering services for the design of intersection improvements at W Park St and Main Ave S. The Project includes incorporating design recommendations from the previously prepared W Park St & Main Ave S Intersection Safety Analysis and the subsequent public outreach efforts coordinated between the City of North Bend (“City”), PH, and separate consultant MFA.

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

Project Site Description

PH will progress design towards Alternative A which was selected after the community outreach efforts and subsequent meeting with the City. Design and Analysis service elements will include:

- Survey
- Improved lighting at the pedestrian crossings
- RRFBs on both crossings of W Park St and/or analysis to possibly eliminate the eastern crossing
- Sight distance triangles and analysis
- W Park St Corridor Traffic Analysis & Conceptual Design Alternatives
- Coordination with Transit agencies
- Re-Channelization and a centerline curb west of the intersection towards Bendigo to block the alley
- Signage improvements
- Drainage improvements for the intersection, including north on Main Avenue.
- No tabletop design

Task Summary

Task 001	Project Management
Task 002	Survey & Base Mapping
Task 003	30% Preliminary Design
Task 004	60% Design
Task 005	90% Design
Task 006	Final Design
Task 007	Traffic Analysis
Task 008	Overhead Utility Undergrounding
Task 009	Management Reserve
Expenses	

Preliminary Project Schedule

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

Notice to Proceed ("NTP")	Late January 2025
Survey	February 2025
Traffic Analysis	March 2025
Utility Undergrounding Analysis	March 2025
30% Preliminary Design Submittal	late April 2025
Project Walk-Through	early May 2025
60% Design Submittal	July 2025
90% Design Submittal	September 2025
Final Design Submittal	November 2025
Bidding & Award	December 2025

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

Scope of Work

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

Task 001 Project Management

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

ASSUMPTIONS & EXCLUSIONS

- Community Outreach/Engagement has been completed and additional outreach efforts are excluded from the scope.

Task 002 Survey & Base Mapping

This task will be exclusively for Atwell and any PH coordination time is included in Task 001 above. Atwell's scope is included as Exhibit C attached to this proposal.

Task 003 30% Preliminary Design

Following the Kick-off meeting, the Consultant shall provide a 30% Preliminary Design to include a layout of all project elements included in the plan set. The 30% Preliminary package will include roadway, sidewalk, ADA ramp, lighting, and RRFB locations, as well as high-level recommended drainage improvements.

ASSUMPTIONS & EXCLUSIONS

- The 30% Preliminary plans will include a cover sheet, general notes and legend, a Temporary Erosion & Sediment Control (TESC) plan sheet with City standard notes and details, roadway and storm drainage plan sheets for the proposed improvements, and City standard details as necessary.
- Roadway grading/profiles/typical sections, channelization, signage, RRFB details, Illumination details, ADA ramp details, and detailed drainage plans and profiles will be provided at the 60% Design stage.
- The 30% Preliminary Design submittal will also include a 30% cost estimate.
- The 30% Preliminary Design submittal will not include project specifications.
- Plans will be prepared using City of North Bend AutoCAD Civil 3D standards.
- The City will compile all city comments into one redline plan set and/or one comprehensive comment excel spreadsheet list and provide to PH for review.

DELIVERABLES

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

Task 004 60% Design

After City review of the 30% Preliminary Design, the City and the PH team will meet to discuss the City's review comments and conduct a project walk-through. PH will then proceed towards 60% Design. The 60% Design will advance the 30% Preliminary Design to include roadway grading/profiles/typical sections, channelization, signage, RRFB details, Illumination details, ADA ramp details, and detailed drainage plans and profiles. The 60% Design will also include a complete set of specifications for City review.

ASSUMPTIONS & EXCLUSIONS

- Prior to the 60% Design stage, the City will provide the most current version of the front-end contract documents in Word format to PH.
- Specifications will be prepared per WSDOT 2024 Specifications Manual with relevant WSDOT, APWA, Local, and project specific GSP's incorporated as needed.
- The City will compile all city comments into one redline plan set and/or one comprehensive comment excel spreadsheet list and provide to PH for review at each design stage.

DELIVERABLES

- 60% Design plans will be provided electronically as PDFs.
- 60% Design specifications will be provided electronically as PDF and in MS Word.
- 60% Design estimates will be provided electronically as PDF and in MS Excel.

Task 005 90% Design

After City review of the 60% Preliminary Design, the City and the PH team will meet to discuss the City's review comments, and PH will then proceed with towards 90% Design. The 90% design will include complete design, contract bid documents, specifications, and estimates.

ASSUMPTIONS & EXCLUSIONS

- The City will compile all city comments into one redline plan set and/or one comprehensive comment excel spreadsheet list and provide to PH for review at each design stage.

DELIVERABLES

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

Task 006 Final Design

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

DELIVERABLES

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

Task 007 Traffic Analysis

This task is for PH to provide a supplemental traffic analysis memorandum to evaluate the W Park St corridor channelization concepts, pedestrian crossing impacts, parking analysis, other potential improvements along the corridor, and access/network impacts of the project. Analysis will consider the W Park St corridor between Bendigo Blvd and North Bend Way and the Main Ave S approach to W Park St.

DELIVERABLES

- Traffic Analysis Memorandum.

Task 008 Overhead Utility Undergrounding

This task is for PH to perform preliminary feasibility/options analysis for undergrounding of overhead utilities in the project vicinity, coordinating with City, adjacent property owners, private utility owners, and incorporating design of underground conversion as determined necessary by the City.

ASSUMPTIONS & EXCLUSIONS

- The limits of proposed undergrounding feasibility review will be the one block approaching the intersection of Main Ave and W Park St.
- If final design is authorized, PH will include applicable private utility owner design schematics, additional design coordination, plans, specifications and cost estimating.

DELIVERABLES

- Utility Undergrounding Analysis Memorandum
- Composite Utility Underground Exhibit.
- Underground Conversion Plans, Specifications, & Estimate. (if authorized)

Task 009 Management Reserve

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

Expenses

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

General Assumptions and Notes

- Scope and fees outlined above are based on the following:
 - a. W Park St & Main Ave S Intersection Safety Analysis and the subsequent outreach efforts.
 - b. Emails and exhibits from the City in November/December 2024.
- The following items are not included in this scope of work:
 - a. Environmental permitting.
 - b. Structural engineering plans.
 - c. Geotechnical services
 - d. ROW services.
 - e. Storm drainage detention or water quality design or analysis.
 - f. Gas, sanitary sewer or water system design or agency coordination.
- The City will provide available information, including City utility as-builts and GIS information, capital project design plans, and adjacent development project as-builts.
- PH will not pay any agency or easement fees on behalf of the City.
- Fees incurred due to reimbursable expenses such as large format copies (larger than legal size), mileage, and plots will be billed the **Expenses** task.
- Time and expense items are based on our Team's current hourly rates.
- PH reserves the right to move funds between approved Tasks as necessary based on approved scope of work provided the overall budget of Tasks is not exceeded. The City's Project Manager will be notified if funds are shifted.
- If Client requests Team's assistance in complying with any public records request, including without limitation providing copies of documents and communications, Client will pay Team's hourly fees and costs incurred in providing such assistance at then-current rates. Such fees and costs will be billed as a separate task.

EXHIBIT B

CONSULTANT FEES Council Packet February 4, 2025

City of North Bend's Park + Main Intersection Design

PH Consulting Staff Category	Hours	Rate	Cost
Principal	58	\$ 265.00	\$ 15,370.00
Senior Project Manager	74	\$ 260.00	\$ 19,240.00
Senior Traffic Engineer	26	\$ 210.00	\$ 5,460.00
Senior Project Engineer	208	\$ 210.00	\$ 43,680.00
CAD Designer III	226	\$ 175.00	\$ 39,550.00
Office Administrator	8	\$ 125.00	\$ 1,000.00
Total Hours	600		\$ 124,300.00

Direct Fees \$ 124,300.00

Subconsultants

ATWELL (Survey & Base Mapping) \$ 17,050.00

Sub-Total Subconsultants (Including 10% Mark-up) \$ 17,050.00

Management Reserve (~5% of Direct Fees & Subconsultants) \$ 7,100.00

Subtotal \$ 148,450.00

Direct Expenses	Unit	Cost	Total
Reproduction Costs			
Full Sized Copies (Bond)	1	\$ -	\$ -
Reprographics	1	\$ -	\$ -
Utility Locator	1	\$ -	\$ -
Title Reports	1	\$ -	\$ -
2025 Mileage Rates	400	\$ 0.70	\$ 200.00

Sub-Total Direct Expenses \$ 200.00

Total Fee \$ 148,650.00

City of North Bend's Park + Main Intersection Design

Task No.	Task Description	Principal	Senior Project Manager	Senior Traffic Engineer	Senior Project Engineer	CAD Designer III	Office Administrator	Total Hours	Subtotals	Totals
	Hourly Rate	\$ 265.00	\$ 260.00	\$ 210.00	\$ 210.00	\$ 175.00	\$ 125.00			
001 PROJECT MANAGEMENT										
	Project Coordination	2	12		2			16		\$ 4,070.00
	Project Monitoring & Invoicing		2				4	6		\$ 1,020.00
	Project Team Meetings	2	2	2				6		\$ 1,470.00
	Project Walk-Through after 30% Design		4		4			8		\$ 1,880.00
	Subconsultant Management		2				2	4		\$ 770.00
	Task 001 Total Hours	4	22	2	6	0	6	40		
	Subtotal Task 001	\$ 1,060.00	\$ 5,720.00	\$ 420.00	\$ 1,260.00	\$ -	\$ 750.00		\$ 9,210.00	\$ 9,210.00
002 SURVEY & BASE MAPPING (ATWELL)										
	Topographic Survey								\$ 15,950.00	\$ 15,950.00
	3rd Party Utility Locates								\$ 1,100.00	\$ 1,100.00
	Note: This Task includes 10% Markup									
	Subtotal Task 002								\$ 17,050.00	\$ 17,050.00
003 30% PRELIMINARY DESIGN										
	Plans	8	10		24	36		78		\$ 16,060.00
	Estimate		2	2	12	4		20		\$ 4,160.00
	Task 003 Total Hours	8	12	2	36	40	0	98		
	Subtotal Task 003	\$ 2,120.00	\$ 3,120.00	\$ 420.00	\$ 7,560.00	\$ 7,000.00	\$ -		\$ 20,220.00	\$ 20,220.00
004 60% DESIGN										
	Plans	6	8		20	32		66		\$ 13,470.00
	Specifications		6		16		2	24		\$ 5,170.00
	Estimate		2	2	4	4		12		\$ 2,480.00
	Task 004 Total Hours	6	16	2	40	36	2	102		
	Subtotal Task 004	\$ 1,590.00	\$ 4,160.00	\$ 420.00	\$ 8,400.00	\$ 6,300.00	\$ 250.00		\$ 21,120.00	\$ 21,120.00
005 90% DESIGN										
	Plans	4	6		16	28		54		\$ 10,880.00
	Specifications		2		8			10		\$ 2,200.00
	Estimate		2	2	4	2		10		\$ 2,130.00
	Task 005 Total Hours	4	10	2	28	30	0	74		
	Subtotal Task 005	\$ 1,060.00	\$ 2,600.00	\$ 420.00	\$ 5,880.00	\$ 5,250.00	\$ -		\$ 15,210.00	\$ 15,210.00
006 FINAL DESIGN										
	Plans	4	4		12	24		44		\$ 8,820.00
	Specifications		2		8			10		\$ 2,200.00
	Estimate		2	2	2	2		8		\$ 1,710.00
	Task 006 Total Hours	4	8	2	22	26	0	62		
	Subtotal Task 006	\$ 1,060.00	\$ 2,080.00	\$ 420.00	\$ 4,620.00	\$ 4,550.00	\$ -		\$ 12,730.00	\$ 12,730.00
007 TRAFFIC ANALYSIS										
	Corridor Concepts	4		8	4	24		40		\$ 7,780.00
	Parking & SD Analysis	2		4	12	8		26		\$ 5,290.00
	Traffic Memorandum	2		4	8	4		18		\$ 3,750.00
	Task 007 Total Hours	8	0	16	24	36	0	84		
	Subtotal Task 007	\$ 2,120.00	\$ -	\$ 3,360.00	\$ 5,040.00	\$ 6,300.00	\$ -		\$ 16,820.00	\$ 16,820.00
008 OVERHEAD UTILITY UNDERGROUNDING										
	Feasibility	8	2		12	18		40		\$ 8,310.00
	Coordination	4	2		16	4		26		\$ 5,640.00
	Design (PS&E)	12	2		24	36		74		\$ 15,040.00
	Task 008 Total Hours	24	6	0	52	58	0	140		
	Subtotal Task 008	\$ 6,360.00	\$ 1,560.00	\$ -	\$ 10,920.00	\$ 10,150.00	\$ -		\$ 28,990.00	\$ 28,990.00
009 MANAGEMENT RESERVE										
	5% of Tasks 1-8									\$ 7,100.00
	Subtotal Task 009									\$ 7,100.00
Expenses										
	Total Estimated Expenses									\$ 200.00
	PH TOTAL HOURS	58	74	26	208	226	8	600		
	TOTAL ALL TASKS	\$ 15,370.00	\$ 19,240.00	\$ 5,460.00	\$ 43,680.00	\$ 39,550.00	\$ 1,000.00		\$ 124,300.00	\$ 148,650.00

EXHIBIT C

ATWELL'S SCOPE OF WORK FOR TASK 002

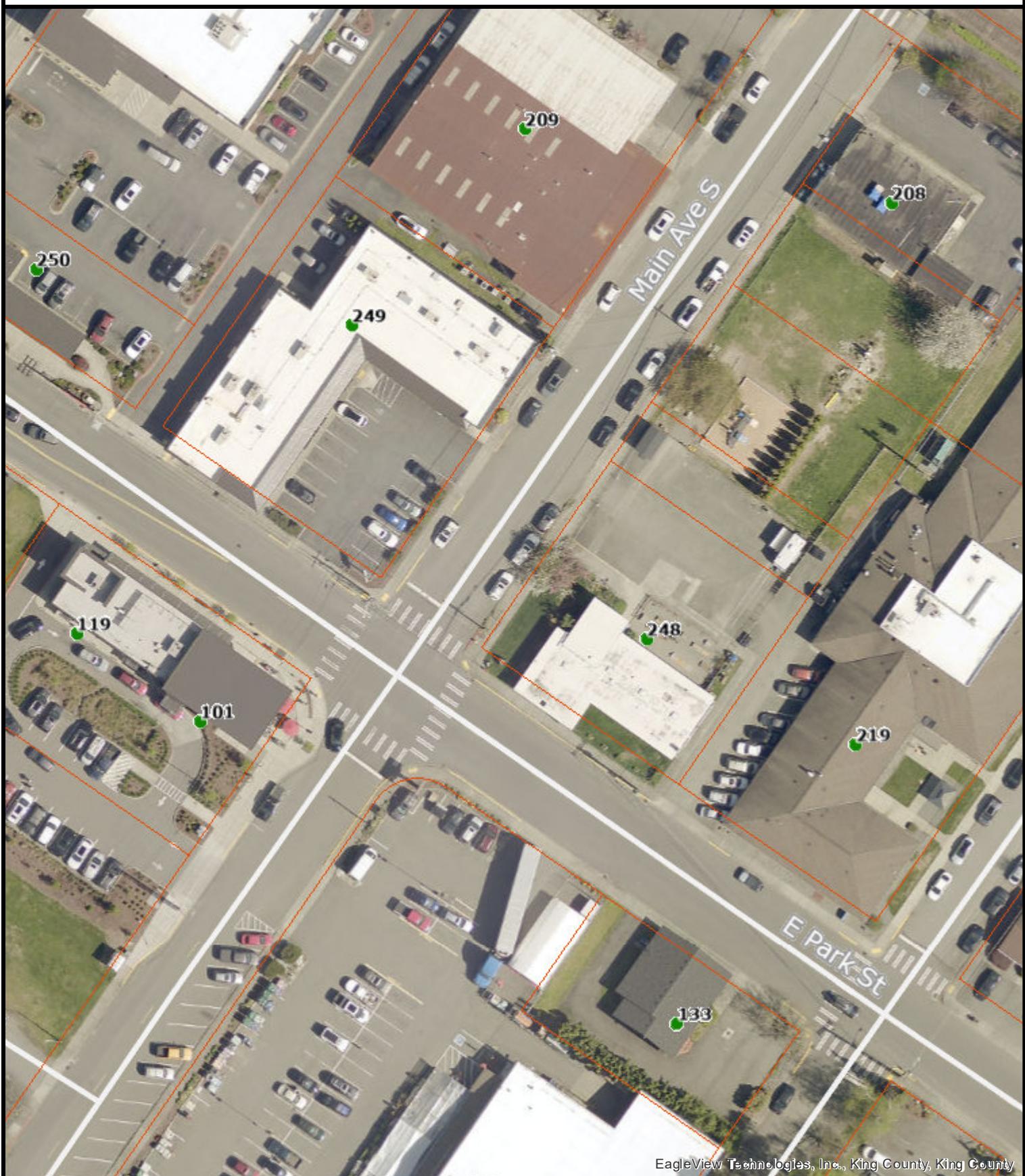
Based upon our understanding of project requirements, discussions with you, the attached scope maps and City provided "site notes", we have developed the following scope of services:

TOPOGRAPHIC SURVEY:

- Prepare 1' contour topographic survey map of E. Park St. between Cedar Ave and Bendigo Blvd..
- Includes about 400' north and 100' south on Main Ave. from the intersection with E. Park St.
- Limits will be full width of the right-of-way.
- All improvements will be mapped, including street signs and their messaging, road striping and pavement limits.
- Includes time to chase down stream storm structures as required by engineer drainage analysis.
- All utilities as evidenced by surface features, or paint marks will be shown.
- Research into available utility asbuilts will be conducted and mapping will be supplemented by asbuilt data when needed.
- **Rights-of-way and their centerlines will be calculated as best as possible from readily available record data (recorded documents, assessors maps, available online deeds)**
- **No right of way markers will be set.**
- Control established for mapping will be in the cad file.
- Topographic survey to be on the following horizontal and vertical datums:
 - Horizontal datum to be NAD83/2011-Epoch 2010
 - Vertical datum to be NAVD 88

3RD PARTY UTILITY LOCATES:

- Coordinate and schedule 3rd party utility locates.



EagleView Technologies, Inc., King County, King County

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Date: 1/29/2025

Notes:



King County

91