



CITY COUNCIL MEETING*

August 5, 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 July 15, 2025 & City Council Workstudy of July 22, 2025	1
2) Payroll	July 18, 2025 – 77568 through 77570 , in the amount of \$313,743.58	
3) Checks	August 5, 2025 – 77571, 77575 through 77654 , in the amount of \$1,903,946.33	
4) AB25-081	Motion – Authorizing Amendment No. 2 to G&O Contract for Survey Support	7
5) AB25-082	Motion – Authorizing Contract with Parametrix for Complete Streets Project	13

AUDIENCE PARTICIPATION: (Please restrict comments to 3 minutes)

ANNOUNCEMENTS, PRESENTATIONS, APPOINTMENTS:

6) Presentation Love Snoqualmie Valley Ms. Cox

INTRODUCTIONS:

7) AB25-083	Resolution – Authorizing Developer Extension Agreement for Steel Residence Project	Mr. Rigos	27
8) AB25-084	Motion – Authorizing Amendment No.1 to PH Consulting Contract for 2025 Sidewalk Gaps Project	Mr. Rigos	83

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

ADJOURNMENT:



***PLEASE NOTE:** Members of the public may choose to attend 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 Clerks@northbendwa.gov. All written comments must be received by 5 p.m. on the day of the scheduled meeting and may not exceed 350 words. If an individual requires accommodation to allow for remote oral comment because of a difficulty attending a meeting of the governing body, the City requests notice of the need for accommodation by 5:00 p.m. on the day of the scheduled meeting. Participants can request accommodation to be able to provide a remote oral comment by contacting the City Clerk's Office in person, by phone (425) 888-1211 or by email: Clerks@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

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NORTH BEND CITY COUNCIL MINUTES

July 15, 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 (remote), Gothelf, Joselyn, Koellen, Torguson and Tremolada. Councilmember Rustik was excused.

CONSENT AGENDA:

Minutes – City Council Meeting of June 17, 2025 & City Council Workstudy of June 24, 2025

Payroll – June 20, 2025 – 77427 through 77429, in the amount of **\$315,195.61**

July 3, 2025 – 77513 through 77519, in the amount of **\$446,901.55**

Checks – July 1, 2025 – 77426, 77430 through 77512, in the amount of **\$1,113,484.64**

July 15, 2025 – 77520 through 77567, in the amount of **\$247,940.30**

AB25-075 – Resolution 2155 Accepting Middle Fork Overlook Project

AB25-076 – Resolution 2156 Accepting Dahlgren RRFB Curb Ramp Project

AB25-077 – Ordinance 1835 Amending NBMC Chapter 3.56 Surplus Property

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

AUDIENCE PARTICIPATION:

Britni Larson, resident of Shamrock Park neighborhood in unincorporated North Bend, reported 70% of her neighbors were opposed to the annexation submitted to the City by Craig Glazier for annexation of parcels in her neighborhood. She noted the disadvantages of the proposed annexation would include increased flood insurance costs and taxes, increased traffic and density.

Kate Edwards, North Bend resident, spoke in support of AB25-080 – Resolution 2157 Awarding 5th, 6th & Main Sidewalk Project.

COMMISSION AND COMMITTEE REPORTS:

Community & Economic Development Committee – Councilmember Elwood, Chair
A report of the July 15th meeting was provided.

Finance & Administration Committee – Councilmember Gothelf, Chair
A report of the July 8th meeting was provided.

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Public Health & Safety Committee – Councilmember Rustik, Chair

No report. The July 1st meeting was cancelled.

Eastside Fire & Rescue Board Meeting – Councilmember Gothelf

A report of the July 9th meeting was provided.

Transportation & Public Works Committee – Councilmember Koellen, Chair

A report of the June 24th meeting was provided.

Council Workstudy – Mayor Pro Tem Joselyn

A report of the June 24th Workstudy was provided.

Planning Commission

A report of the June 18th meeting was provided.

Parks Commission

No report.

Economic Development Commission

A report of the June 26th meeting was provided.

Sound Cities Association Public Issues Committee – Councilmember Tremolada

A report of the July 9th meeting was provided.

INTRODUCTIONS:

AB25-078 – Ordinance 1836 Adopting NBMC 20.09.035 Permit Fee Waivers **Audio: 24:11**

Community & Economic Development Director Henderson provided the staff report.

Councilmember Tremolada **MOVED**, seconded by Councilmember Gothelf to approve AB25-078, an ordinance adopting NBMC 20.09.035 Permit Fee Waivers, as a first and final reading. The motion **PASSED** 6-0.

AB25-079 – Motion Authorizing Contract with Avidex for A/V Upgrade **Audio: 28:35**

IT Manager Davenport provided the staff report.

Councilmember Gothelf **MOVED**, seconded by Councilmember Torguson to approve AB25-079, authorizing the Mayor to execute and administer a professional services agreement with Avidex in the amount of \$19,681 for audio and visual equipment improvements to the Adjournment Room, in a form and content acceptable to the City Attorney. The motion **PASSED** 6-0.

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AB25-080 – Resolution 2157 Awarding 5th, 6th & Main Sidewalk Project Audio: 34:15

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

Councilmember Koellen **MOVED**, seconded by Councilmember Gothelf to approve AB25-080, a resolution accepting bids and awarding the 5th Street, 6th Street, and Main Avenue construction contract to Ryatt Construction. The motion **PASSED** 6-0.

MAYOR, COUNCIL, AND ADMINISTRATOR CONCERNS AND INITIATIVES:

Councilmember Torguson encouraged all to attend the July 19th Block Party in Downtown North Bend.

Councilmember Koellen commented on the recent hot weather and encouraged all to stay cool and hydrated to avoid heat exhaustion.

Councilmember Tremolada mentioned a local resident was currently in second place at the World Series Poker Tournament in Las Vegas and Ignite Dance was awarded the Evolution Award for the Western United States at the National Championships for Dance.

Councilmember Joselyn mentioned the benefit of clearing yard waste from his property and disposing of it at the City's Yard Waste Recycling Program and noted I-90 Exit 25 would be closed for one week starting this Thursday due to the Highway 18 construction project.

Councilmember Gothelf encouraged all to slow down when driving through area neighborhoods and reminded all that golf carts were not legal on City streets.

Interim City Administrator Larson noted tonight was his last Council meeting as Interim City Administrator and noted it was an honor and privilege serving the citizens of North Bend.

Mayor Miller spoke regarding the following items:

- Application Deadline of August 1st for Planning Commission Vacancy
- July 19th Block Party & July 20th Car Show in Downtown
- W North Bend Way Bridge Project
- King County Regional Animal Services Pet Adoption Specials through July

EXECUTIVE SESSION:

Mayor Miller recessed the meeting for an Executive Session at 7:47 p.m. to discuss with legal counsel representing the agency matters relating to agency enforcement actions, or to discuss with legal counsel representing the agency litigation or potential litigation to which the agency, the governing body, or a member acting in an official capacity is, or is

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likely to become, a party, when public knowledge regarding the discussion is likely to result in an adverse legal or financial consequence to the agency, pursuant to RCW42.30.110(1)(i). No action was anticipated as a result of the Executive Session, which was expected to last thirty minutes and videotaping of the meeting ceased.

City Attorney Rosenberg was present for the Executive Session.

At 8:18 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 8:28 p.m.

ADJOURNMENT:

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

The meeting adjourned at 8:29 p.m.

ATTEST:

Mary Miller, Mayor

Susie Oppedal, City Clerk

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CITY OF NORTH BEND
CITY COUNCIL WORKSTUDY NOTES

July 22, 2025

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

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

Councilmembers Present: Alan Gothelf, Mark Joselyn, Heather Koellen, Christina Rustik, Suzan Torguson and Errol Tremolada. Councilmember Brenden Elwood was excused.

Staff Present: Mayor Mary Miller, City Administrator Amber Emery, City Attorney Kendra Rosenberg, Deputy City Administrator/Public Works Director Mark Rigos, Acting Police Chief Gary Horejsi, Community & Economic Development Director James Henderson, Administrative Services Director Lisa Escobar, IT Manager Phillip Davenport, and Deputy City Clerk Jennifer Bourlin.

Regional Committee Discussion

Administrative Services Director Escobar discussed the need for liaisons on regional committees and boards. After discussion, the following regional committees were deemed important for a representative from the city to be a member of: Sound Cities Association “SCA” Emergency Management Advisory Committee “EMAC”, SCA Growth Management Planning Council and the Puget Sound Regional Council Executive Board “PRSC”. Mayor Pro Tem Joselyn advised that there are many more opportunities to research other boards and commissions that Councilmembers may be interested in serving on.

Ordinance E-Motorcycles

Community & Economic Development Director Henderson reviewed the following:

- Differences between Electric Bikes “E-Bikes” and Electric Motorcycles “E-Motorcycles”
- Reviewed Revised Code of Washington “RCW” 46.04.330 Regarding Definition of a Motorcycle, RCW’s 46.04.363 and 46.61.705 Regarding Off-Road Motorcycles
- E-Bike Classifications, Examples of Local Restrictions, and Policy Options
- Current Washington State Laws and Restrictions and Policy Options

Mr. Henderson explained to operate an E-Motorcycle it was required to be registered with the Washington State Department of Licensing, the operator must have a license with a motorcycle endorsement, insurance, license plate and wear a helmet. The E-Motorcycle was required to have functioning headlamps and turn signals.

Mr. Henderson discussed a proposed ordinance amending NBMC 10.20 regarding Motorized Foot Scooters that included the definition of an e-motorcycle, legal

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requirements to drive one, added language that guardians shall not authorize or knowingly permit a minor in their care to operate an e-motorcycle, and that a law enforcement officer may impound an e-motorcycle in violation of the chapter.

After additional discussion, it was decided to fine tune the ordinance at the August 5, 2025 Public, Health and Safety Committee Meeting for Council consideration on the Main Agenda at the September 2, 2025 Council meeting. Council requested the committee consider amendments to the draft ordinance including the definition of an e-motorcycle, allowing electric scooters on sidewalks, lowering the speed limit for electric scooters to 15 miles per hour, and to consider reducing the age to ride an e-scooter to 12 years of age.

Adjournment

The Workstudy closed at 8:24 p.m.

ATTEST:

Mark Joselyn, Mayor Pro Tem

Jennifer Bourlin, Deputy City Clerk



City Council Agenda Bill

SUBJECT:		Agenda Date: August 5, 2025		AB25-081
Motion Authorizing Amendment #2 to Contract with Gray & Osborne for On-call Survey Support Services		Department/Committee/Individual		
		Mayor Mary Miller		
		City Administrator – Amber Emery		
		City Attorney – Kendra Rosenberg		
		City Clerk – Susie Oppedal		
		Administrative Services – Lisa Escobar		
		Comm. & Economic Development – James Henderson		
Cost Impact: \$100,000 (Reimbursable pass-through cost to Developers)		Finance – Martin Chaw		
Fund Source: Pass-through		Public Works – Mark Rigos, P.E.		X
Timeline: Immediate				
Attachments: Exhibit A – Scope of Work, Exhibit B – Rate Sheet				
<p>SUMMARY STATEMENT:</p> <p>The City of North Bend (“City”) was using SAM Companies as the City’s professionally licensed surveyor (“PLS”) consultant for many years. Unfortunately, SAM recently closed their offices leaving the City without a PLS consultant to review survey elements of land-use projects. Surveying review is a critical task to ensure survey law and recording requirements are being met.</p> <p>Recently, City staff contacted Gray & Osborne (“G&O”) to see if G&O could provide PLS related services, under an existing contract between City and G&O. G&O provides PLS reviews for approximately 10 other jurisdictions similar to North Bend and has two PLSs on staff. Survey review includes the following tasks:</p> <ul style="list-style-type: none"> • Plat/Binding Site Plan Map and recording requirement review • Lot closure calculations (map checks) • Boundary/topographic survey review • Dedications/Easements/Vacation/Lot Line Elimination review • Condominium document review for conformance with RCWs • Title Report review <p>The City needs this type of professional consultant available, as City staff does not have an employee that has the qualifications, experience, and/or expertise to perform this specialized work. For the most part, only large cities (>100,000 residents) have a PLS on-staff.</p> <p>City staff believe it’s in the City’s best interests to receive support from G&O in this crucial area and recommend approval of this contract amendment. The proposed amendment to the on-call contract is for \$100,000 (not to exceed) and expires December 31, 2027. Survey costs will be a pass-through cost to developers, so this contract is not a cost to City residents.</p>				
APPLICABLE BRAND GUIDELINES: Consistent delivery of quality basic services.				
COMMITTEE REVIEW AND RECOMMENDATION: This agenda item was discussed at the July 22, 2025 Transportation and Public Works Committee Meeting and was recommended for approval and placement on Consent Agenda.				
RECOMMENDED ACTION: MOTION to approve AB25-081, authorizing Amendment #2 on the Contract with G&O to provide on-call survey support				

City Council Agenda Bill

services, in a form and content acceptable to the City Attorney, in an amount not to exceed \$100,000.		
RECORD OF COUNCIL ACTION		
Meeting Date	Action	Vote
August 5, 2025		

EXHIBIT A

SCOPE OF WORK

**CITY OF NORTH BEND
ON-CALL SURVEY REVIEW SERVICES**

As requested by the City of North Bend, Gray & Osborne, Inc. will provide on-call survey review of private development surveys including plats, binding site plans, short plats, condo documents, lot line eliminations, boundary line agreements, legal descriptions, dedications, easements, vacations, title reviews, etc. The time for each review task will be tracked and invoiced separately. Reviews will be completed within 10 business days. Written review comments and mark-ups will be provided to the City with each review.

EXHIBIT “B”**GRAY & OSBORNE, INC.**

**PROFESSIONAL ENGINEERING SERVICES CONTRACT
FULLY BURDENED BILLING RATES*
THROUGH JUNE 30, 2026****

<u>Employee Classification</u>	<u>Fully Burdened Billing Rates</u>		
AutoCAD/GIS Technician/Engineering Intern	\$ 70.00	to	\$190.00
Electrical Engineer	\$120.00	to	\$245.00
Structural Engineer	\$120.00	to	\$245.00
Environmental Technician/Specialist	\$100.00	to	\$190.00
Engineer-In-Training	\$110.00	to	\$180.00
Civil Engineer	\$140.00	to	\$190.00
Project Engineer	\$150.00	to	\$210.00
Project Manager	\$160.00	to	\$270.00
Principal-in-Charge	\$170.00	to	\$270.00
Field Inspector	\$120.00	to	\$200.00
Field Survey Member	\$80.00	to	\$160.00
Professional Land Surveyor	\$140.00	to	\$220.00
Secretary/Word Processor***	N/A		

* Fully Burdened Billing Rates include overhead and profit.

** Updated annually, together with the overhead.

All actual out-of-pocket expenses incurred directly on the project are added to the billing. The billing is based on direct out-of-pocket expenses; meals, lodging, laboratory testing and transportation. The transportation rate is \$0.70 per mile or the current maximum IRS rate without receipt IRS Section 162(a).

*** Administration expenses include secretarial and clerical work; GIS, CADD, and computer equipment; owned survey equipment and tools (stakes, hubs, lath, etc. – Note: mileage billed separately at rate noted); miscellaneous administration tasks; facsimiles; telephone; postage; and printing costs, which are less than \$150.



City Council Agenda Bill

SUBJECT:		Agenda Date: August 5, 2025		AB25-082	
Motion Authorizing Contract with Parametrix for Design of the North Bend Way Complete Streets Phase 1 Project		Department/Committee/Individual			
		Mayor Mary Miller			
		City Administrator – Amber Emery			
		City Attorney – Kendra Rosenberg			
		City Clerk – Susie Oppedal			
		Administrative Services – Lisa Escobar			
		Comm. & Economic Development – James Henderson			
		Finance – Martin Chaw			
Cost Impact: \$127,333.48 (Not to Exceed)		Public Works – Mark Rigos, P.E.			X
Fund Source: Complete Street Grant Funds (\$104,413.45), TIF and TBD (\$22,920.03)					
Timeline: Immediate					
Attachments: Work Scope and Fee, Vicinity Map					
SUMMARY STATEMENT:					
<p>The North Bend Way Complete Streets Phase 1 Project (Project No. T-064) is a transportation capital project listed in the City of North Bend's 2026-2031 6-Year Transportation Improvement Plan (TIP). The City has received grant funding through the Washington State Transportation Improvement Board (TIB) for design and construction of the North Bend Way Complete Streets Phase 1 Project. Engineering consultant firm Parametrix completed the conceptual North Bend Way Complete Streets Plan in 2022 and the City is looking to start design on the first phase with Parametrix. The first phase is located from the Tollgate Farm Park Entrance and terminates approximately 3,100 feet to the east at the east end of the South Fork Bridge.</p>					
<p>The existing North Bend Way roadway will be modified to include two (2) road travel lanes, a planted buffer strip and a shared use path (bikes and pedestrians). Pavement will be removed along the north side of the road for the above-mentioned improvements. Once constructed, this project will connect the Downtown Historic District with one of the City’s largest community assets, Tollgate Farm Park.</p>					
<p>The City has selected Parametrix to provide engineering design. Parametrix was originally contracted for the concept plan, so they have extensive knowledge of the project and they are also working on design of the Starfish Roundabout at the intersection of NW 8th Street and North Bend Way which will have to merge with this project.</p>					
<p>City staff recommend authorizing the engineering contract with Parametrix for the attached work scope and fee.</p>					
APPLICABLE BRAND GUIDELINES: Consistent delivery of quality basic services including transportation and traffic management.					
COMMITTEE REVIEW AND RECOMMENDATION: This item was discussed at the July 22nd, 2025 Transportation and Public Works Committee meeting and was recommended for approval and placement on the Consent Agenda.					
RECOMMENDED ACTION: MOTION to approve AB25-082, authorizing the Mayor to execute a contract with Parametrix for design of the North Bend Way Complete Streets Phase 1 Project, in a form and content approved by the City Attorney, in an amount not to exceed \$127,333.48.					

City Council Agenda Bill

RECORD OF COUNCIL ACTION		
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
August 5, 2025		

City of North Bend, WA
North Bend Way Complete Streets Segment 1
AB25-013
TIB # C-P-804(003)-1

Introduction

This segment of North Bend Way between the Tollgate Park Entrance and the Ribary Creek Bridge is approximately 2,400 feet in length and will include reducing the four-lane cross section on North Bend Way to two lanes of traffic. The existing roadway will be reallocated to include 2 general purpose lanes, a planted buffer strip, and a shared use path. This project is the first segment of a five-segment Complete Streets Program and is included in the City's 2025-2030 6-Year Transportation Improvement Plan. A portion of the project segment includes a new 5-legged roundabout at the intersection of West North Bend Way and NW 8th Street as part of another project that will be constructed in 2026 (South Fork Avenue Extension). Once constructed, this segment of the project will connect the downtown historic district with one of the City's largest community assets, Tollgate Farm Park.

General Project Assumptions:

- The South Fork Avenue Extension project is under separate design and the Complete Streets project will coordinate a continuous shared-use corridor with the project.
- This scope does not include any Consultant services during construction.
- Construction is expected to occur only within the existing paved road prism, in existing impervious areas of North Bend Way except for where the trail alignment drops down into Tollgate Farm Park and the back up to North Bend Way.

Task 100 – Project Management and Coordination

100.10 Monthly Progress Reports and Invoicing

Prepare and submit monthly progress reports and maintain the detailed CPM project design schedule. The progress report will describe the work underway or completed in the subject month, the status of individual tasks, meetings attended, key milestones, schedule update, and earned value analysis. This information is provided to allow the city to monitor the Consultant's project budget and progress performance. The monthly progress reports will be included with the monthly invoices. The invoices will be in the format chosen by the city.

100.20 Project Management Plan

Develop the Project Management Plan (PMP). This will provide the instructions for managing the project regarding communications, schedule, scope, budget, risk management, and quality control/quality assurance.

100.30 Project Coordination

Coordination of efforts include conducting, coordinating, and scheduling project activities and assuring project delivery and quality control. Every effort will be made to maintain effective communication with the team and key project stakeholders. This also includes the project kick off meeting, weekly team meetings, and biweekly City coordination meetings. In addition, the Consultant project manager will provide an informal weekly progress report, via e-mail, to the city project manager.

Assumptions:

- Project duration will be 12 months with construction anticipated to begin in spring 2026.
- Budget for team meetings and coordination for subconsultants is included in the individual task responsibilities listed below.

Deliverables:

- Monthly Progress Reports and Invoices.
- Project Management Plan.
- Meeting Agendas and Notes for the kick-off and biweekly City coordination meetings.
- Informal weekly progress reports.

Task 200 – Survey and Mapping

200.10 Survey and Mapping

In North Bend Way, beginning ~1,000 feet west of the driveway entrance to Tollgate Farm Park and extending to 100 feet west of NW 8th Street, crew will use GPS to locate: edges of pavement, crown of road, and the shoulder top break lines. In Tollgate Farm Park, total station survey will be performed from North Bend Way down to the park area in two location including location of trees within the likely trail layout. The park entrance will be fully surveyed up to the parking lot, and the field area of the park will be surveyed from the southern edge of the existing walking path to 50 feet north of there. Monuments located for mapping of North Bend Way previously by others (SAM/Axis) will also be located so that that mapping (CAD files) can be used for this project from NW8th Street to east of the South Fork Snoqualmie River bridge.

Assumptions:

- Project surveyors will submit a Design Locate request to One-Call. No private utility locates will be provided.
- City will provide record drawings of Tollgate Farm Park facility improvements to ascertain approximate location of existing utilities in the park.
- Right of way mapping will not be provided. King County GIS will be imported and shown in mapping and labeled as “approximate location by GIS Data”.
- Vertical datum will be NAVD 88 and horizontal will be NAD-83/91 North Zone per City Public Works standards.

Deliverables:

- Topographic survey and right of way basemap (AutoCAD file)

Task 300 – Geotechnical Engineering**300.10 Geotechnical Investigation and Infiltration Testing**

- Conduct a site reconnaissance within the project limits to observe surface conditions, assess site access and constraints for the subsequent geotechnical investigation and infiltration testing, and mark proposed exploration locations prior to utility locating.
- Complete three shallow vactor truck potholes (approximately 12 inches in diameter) through the northernmost lane of the W North Bend Way roadway surface to measure existing hot mix asphalt (HMA) thickness and observe subgrade layer thickness and conditions. Target depths (e.g., through HMA and into subgrade layers) will be confirmed with Parametrix prior to fieldwork.
- Complete a single borehole infiltration test within one of the three shallow vactor truck potholes, to estimate subgrade infiltration rate below the existing HMA and base course layers. The infiltration test is anticipated to occur in the W North Bend Way roadway adjacent to Tollgate Farm Park, using water provided by the City via a garden hose from the park.
- Complete a public utility locate request (for all locations) in advance of the test pit and potholes. Utility clearance for the vactor truck locations will be confirmed by the vactor truck on the day of the field work.
- Coordinate and provide signage for traffic control for the geotechnical explorations and infiltration test.
- Complete laboratory testing: up to three grain size tests, three moisture content tests, and two bulk density tests.
- Measure existing HMA and base course layer (if present) thicknesses at all applicable locations.

Assumptions

- This project does not include flow control requirements; proposed infiltration is anticipated to be limited to in-situ precipitation only (i.e., assessment of anticipated in-place drainage conditions for precipitation falling directly on subgrade after removal of asphalt).
- No submittal/approval of an exploration plan is required prior to performing fieldwork.
- Parametrix will prepare a traffic control plan and right of way permit and coordinate with City of North Bend for approval prior to fieldwork. The traffic control plan is anticipated to temporarily close one lane along W North Bend Way to the west of NW 8th St and shift one lane along W North Bend Way to the east of NW 8th St. A limited lane closure/shift will remain in place overnight after testing is complete as needed to allow cold patch or concrete to cure.
- Traffic control for roadway potholing will require a cones and signage (no flagger will be required).

- The three roadway vector truck potholes and single borehole infiltration test will be completed in a single day.
- The pothole locations (and borehole infiltration test) will be in the northernmost lane of the W North Bend Way roadway. Potholes will be patched at the surface with cold patch or quick-setting concrete.
- Access to all exploration locations will be provided/coordinated by the City.
- HMA thickness and applicable (depending on depth) near-surface subgrade conditions for each exploration will be summarized in table format within the report (see next task).
- One infiltration test by borehole method along with data from the South Fork Ave Extension project will be adequate for City storm drainage design review. The approach of this project is to verify that stormwater falling within the new planting areas (former HMA) will infiltrate down so that there is no need for a stormwater conveyance system to drain the buffer area planter strip.

Deliverables

- Geotechnical Exploration Plan Memorandum (draft and final, PDF format)

300.20 Geotechnical Analysis and Report

- Analyze the infiltration test data and results of laboratory testing and calculate design infiltration rate(s) based on the field-measured rates and grain size methods.
- Prepare a geotechnical engineering memorandum summarizing the results of field explorations and infiltration testing and providing recommendations for the design of the project. The report will include the following:
 - Project description
 - Description of surface conditions observed in the explorations.
 - Table summarizing HMA thickness and base course conditions/thickness (as applicable) for all explorations.
 - Description of soil conditions (as applicable) observed in the explorations.
 - Description and results of infiltration testing, including recommended design infiltration rate(s).
 - Generic subgrade recommendations for the proposed path.
 - Geotechnical design criteria for signage and luminaire foundations, as necessary.
 - General recommendations for structural fill materials and compaction.
 - General earthwork and construction considerations and recommendations.
 - A site/project location map and a site exploration plan as figures.
 - Results of laboratory testing and an infiltration test data plot as appendices.

Assumptions

- Design infiltration rates will be determined in general accordance with the WSDOT Highway Runoff Manual or the current version of the King County Surface Water Design Manual, as directed by Parametrix.
- No pavement design will be required. Subgrade recommendations will be provided for the path.
- Seasonal groundwater monitoring and groundwater mounding analyses are excluded from our scope.
- Seismic design of the project elements is not required.
- The geotechnical engineering memorandum will be issued as an initial draft for one round of review by the design team. Review comments, questions, and requests for clarifications will be consolidated into a single document. The Consultant will finalize the draft report at the 90% design phase after addressing all comments, questions, and requests for clarifications. For purposes of our fee estimate, we assume that revisions/updates between draft and final will be minor and for clarity only, and that revisions/updates related to design changes will not be required.

Deliverables

- Draft geotechnical engineering memorandum (PDF format)
- Final geotechnical engineering memorandum (PDF format)

Task 400 – Environmental Review and Permitting

This section provides scope for project elements that are unique to the review and approval under North Bend Municipal Code (NBMC) 14.05, 14.06, and 14.09 regarding critical areas.

400.10 Wetland and Watercourse Reconnaissance

A Parametrix biologist will conduct a one-day site investigation to identify and delineate wetlands, streams and other fish and wildlife habitat areas (FWHAs) in the study area to verify that the proposed work will not potentially impact buffers. The study area will consist of all areas 300-feet northeast of W North Bend Way where the proposed trail will cross Tollgate Farm Park (Figure 2). If sensitive areas are identified in the field, the biologist will place flags and record limits using a hand held GPS device.

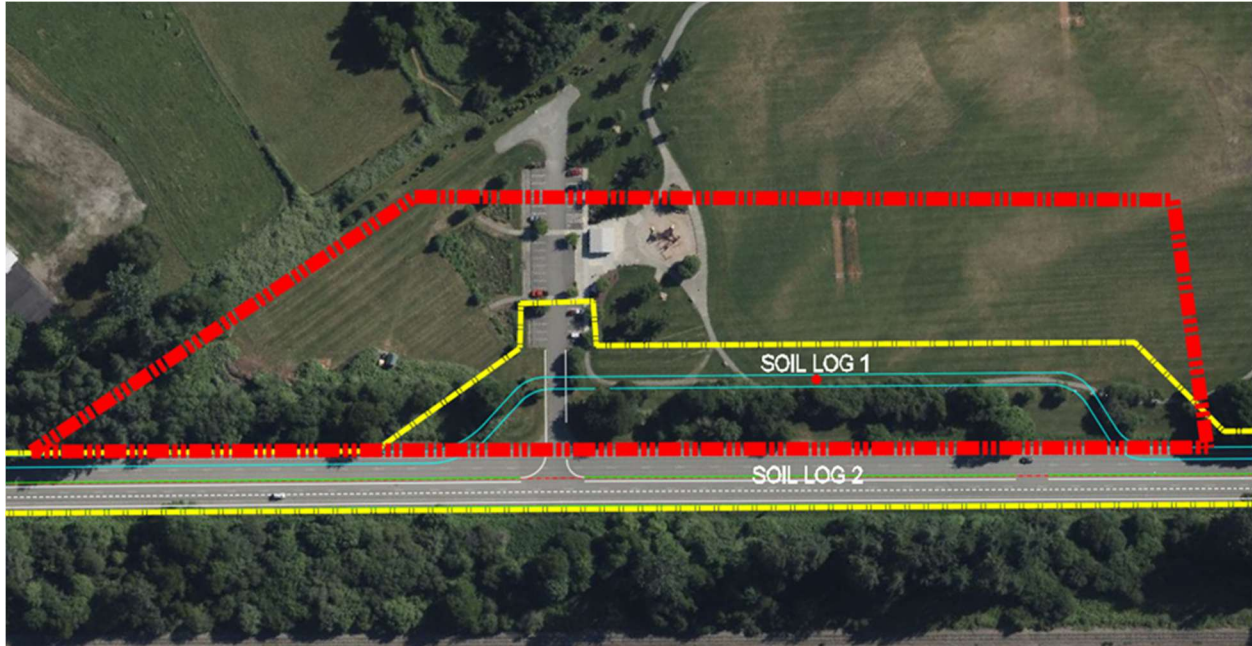


Figure 2. Wetland and FWHCA Study Area.

Activities

- Review publicly available data regarding wetlands, streams, and FWHCAs within the study area. Data may include, but is not limited to, publicly available reports and data prepared by others, and GIS-based spatial data.
- During a one-day site investigation, Parametrix biologists will review and document vegetation, soils, and hydrological conditions to delineate wetland, streams, and other FWHCAs in the study area.
- Perform wetland delineations in accordance with the 1987 U.S. Army Corps of Engineers *Wetland Delineation Manual* (Army Corps Technical Report Y-87-1) and the 2010 *Regional Supplement to the Army Corps' Wetland Delineation Manual: Western Mountains, Valleys, and Coast Region* (ERDC/EL TR-10-3), as required by NBMC 14.06.010.
- Completion of wetland rating forms and figures in accordance with the *Washington State Wetland Rating System for Western Washington, Version 2, July 2023*, per NBMC 14.06.010, and determine wetland buffer widths in accordance with NBMC 14.06.020 is not anticipated to be required for this project and is not included in this scope.
- Flag wetland boundaries. Flags to be recorded by GPS only and will not be surveyed.

400.20 Local Permitting

Parametrix will prepare applications for local City required permits for grading and clearing in the project areas outside of right of way, within the Tollgate Farm Park parcel.

Assumptions:

- This project will be exempt from SEPA per WAC 197-11-800(2)(d)(viii) and (ix).
- This scope assumes no streams will be found in the study area.

- If wetlands are found and delineated and classified, the project will not impact the wetland or associated buffers so that preparation of an impact assessment, mitigation plan, or other supporting reports is not required and not included in the scope of work.
- Other critical areas: channel migration zones, frequently flooded areas, and geologically hazardous areas, are not assessed as part of this critical areas review and not required.
- The project work is not within regulated shoreline management area.
- Additional applications, documentation, permit applications or studies (e.g., quantification and evaluation of project impacts and mitigation), if needed, would be completed under a separate scope of work.

Deliverables:

- GPS coordinates of any delineated wetlands or watercourses.

Task 500 – Plans, Specifications, and Estimate

500.10 30% Plans

Consultant will coordinate a Design Kickoff meeting at City offices (unless City prefers virtual meeting) to begin discussion of design alternates such as: cross section in North Bend Way, trail alignment in the park, trail termination configuration at the west and east ends, landscaping concepts, City's desire for trail amenities (benches, bollards, kiosks, wayfinding, etc.), illumination standards. The 30% design will establish the project work limits and will be the basis for all environmental reports and permits.

The 30% submittal will also include a Basis of Design Memo with questions and assumptions.

500.20 90% Plans

The 90% plan set will also be prepared based on City review comments. The completed set will be submitted to the City for review and it is anticipated to be submitted to WSDOT Local Programs for their review and comment also.

500.30 100% Plans

Revised 90% plans will be submitted to WSDOT and the City for backcheck of their comments. After that process is completed, the 100% plan set will be used for "Advertisement for Bids".

500.40 Special Provisions

The Consultant will prepare technical special provisions including City and APWA general special provisions and project specific special provisions. The Consultant will also prepare the Bid Form using a City provided format. Preliminary special provisions will be included with the 90% progress submittal for City review and comment. Draft final special provisions will be submitted to the City for review with the Bid Set milestone. Final special provisions will be provided with the other bid set documents for advertisement. Standard plans will be included as an appendix to the specifications.

Final Special Provisions complete with appendices and the City project contract documents will be submitted as part of the final 100% review process.

Assumptions:

- No federal funding is assumed for construction.
- An Intersection Control Evaluation (ICE) report will not be required for this project.
- The concepts developed in the North Bend Way Complete Streets Plan will be the starting point for concept development.
- There will be (1) Council Work study session during or immediately after the 30% design phase of the project.
- The City will provide the other contract documents outside of the plans and special provisions for assembling of the entire package for bid solicitation by the Consultant.
- The City will assist in compiling the technical specifications into the overall City formatted bid documents.

Deliverables:

- Special Provisions Divisions 1-9 at 90% and 100%.
- Special Provisions complete with appendices and City Bid documents for advertisement.

500.50 Cost Estimates

Cost estimates will be prepared, updated, and submitted at each milestone for City review. Bid item unit prices will be based on recent local agency bid results for similar work and WSDOT Unit Bid Analysis data.

**Task 600 – Surface Water Management (SWM)
Analyses****600.10 Preliminary and Final SWM Report**

This project will result in new and replaced impervious areas greater than 2,000 sf and land disturbing activity greater than 7,000 sf. Per the 2021 King County Surface Water Design Manual (KCSWDM), preparation of a drainage report required. The project is expected to result in a net reduction in impervious area (as much as 0.8 acres) and removed impervious areas will be planted with vegetation such that there will be no need for flow control and water quality treatment will not be required because the new trail segment is not considered to be pollution generating.

A preliminary SWM report will be submitted after the 30% construction documents submittal to the City for their review. The report will be revised as appropriate to address City review comments and design changes and finalized for final City review and approval along with the 90% construction documents.

Assumptions:

- The project will result in less than 1 acre of total exposed/disturbed earth area. An NPDES permit will not be required and preparation of a CSWPP is not required.

Deliverables:

- Preliminary SWM Report (Word and PDF format)
- Final SWM Report (PDF format)

Task 700 – Bid Phase Services**700.10 Bid Support**

The Consultant Project Manager will prepare written responses to bidder requests for information and bid addenda as requested by the City. A certified bid tab and contractor certification will not be provided.

North Bend WA
North Bend Way Complete Streets Segment 1

		North Bend WA North Bend Way Complete Streets Segment 1																					
Task	SubTask	Description	Labor Dollars	Billing Rates:																			
				Labor Hours	\$290.37	\$288.23	\$136.11	\$136.66	\$161.56	\$216.39	\$115.62	\$208.17	\$206.92	\$126.58	\$105.39	\$244.58	\$152.46	\$139.46	\$105.33	\$130.90	\$86.64	\$109.78	\$145.33
100		Project Management and Coordination	\$ 15,907.88	76	0	40	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	24	12
10		Monthly Progress Reports and Invoicing	\$ 7,837.44	48		12																24	12
20		Project Management Plan	\$ 1,152.92	4																			
30		Project Coordination	\$ 6,917.52	24		24																	
200		Survey	\$ 6,991.94	53	0	0	8	0	0	0	0	0	0	0	0	0	4	0	12	4	15	10	0
			\$ -	0																			
10		Survey and Mapping	\$ 6,991.94	53			8										4		12	4	15	10	
400		Env and Permitting	\$ 5,286.18	30	0	0			2	0	0	18	0	10	0	0			0	0	0	0	0
10		Weather and Watercourse Reconnaissance	\$ 1,692.14	12								2	0	10	0								
20		Local Permit Support	\$ 3,603.04	18					2			16		10	0								
500		Plans, Specifications, and Estimates	\$ 63,520.94	410	16	36	218	68	68	0	12	60	0	0	0	0	0	0	0	0	0	0	0
10		30% Plans	\$ 27,104.44	176	2	20	110	16	16		4	24											
			\$ -	0																			
20		90% Plans	\$ 16,880.18	114		8	60	16		4	24												
30		100% Plans	\$ 7,624.82	46	2	8	24	4			8												
40		Special Provisions	\$ 5,375.08	28	8			16		4													
50		Cost Estimates	\$ 6,496.42	46	2		24	16			4												
600		Surface Water Management (SWM)	\$ 10,047.28	59	4	0	0	0	55	0	0	0	0	0	0	0	0	0	0	0	0	0	0
10		Preliminary and Final SWM Report	\$ 10,047.28	59	4				55														
			\$ -																				
700		Bid Addenda	\$ 2,320.26	14	2	0	0	8	4	0	0	0	0	0	0	0	0	0	0	0	0	0	0
			\$ 2,320.26	14	2			8	4														

Task	Subconsultants	Task Description	Fee
300.10	GeoSource	Geotechnical Investigation and Infiltration Testing	\$ 12,890.00
300.20	GeoSource	Geotechnical Analysis and Report	\$ 8,769.00

Subconsultant Subtotal

Subconsultants Total: \$ 21,659.00

Other Direct Expenses

Mileage \$ 1,000.00

Survey Equipment \$ 600.00

Other Direct Expenses Total: \$ 1,600.00

Project Total \$127,333.48

Vicinity Map



EagleView Technologies, Inc., King County, King County

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King County



Notes:

Date: 7/16/2025



City Council Agenda Bill

SUBJECT:		Agenda Date: August 5, 2025		AB25-083	
Resolution Authorizing Mayor to Execute and Administer a Developer Extension Agreement with Matt Steel for the Steel Residence		Department/Committee/Individual			
		Mayor Mary Miller			
		City Administrator – Amber Emery			
		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, Exhibit A - Developer Extension Agreement, Vicinity Map					
SUMMARY STATEMENT:					
<p>Matt Steel (“Developer”) has submitted multiple building permit applications and civil engineering plans to the City of North Bend (“City”) as he is proposing to construct two single-family homes and two detached accessory dwelling units on two existing lots (one home and one detached accessory dwelling unit on each lot) for a project known as the “Steel Residence” or the “Project”. The Project site is located southeast of the Cedar Landing subdivision along SE 19th Street, very close to I-90, and is comprised of tax parcel numbers 152308-9068 and 152308-9280, as shown on the attached Vicinity Map. Before the City can issue certificates of occupancy for the homes, certain infrastructure improvements must be constructed, which include the following (“Infrastructure Improvements”):</p> <p>A. <u>Sanitary Sewer Extension</u>: Approximately 173+/- lineal feet of 8-inch diameter sanitary sewer pipes and other applicable sewer system facilities and appurtenances located within existing public right-of-way (“ROW”).</p> <p>B. <u>Storm Drainage Extension</u>: Approx. 1,800+/- square feet of bioretention swales, and other applicable storm drainage system facilities and appurtenances located within existing ROW.</p> <p>C. <u>Street Extension</u>: Approx. 173+/- lineal feet of public street improvements along SE 19th Street, installation of new sidewalk, curb, gutter, asphalt surfacing, and street trees within existing ROW.</p> <p>Pursuant to Section 19.01.200 of North Bend Municipal Code (“NBMC”), the Developer must enter into a Developer Extension Agreement (“DEA”) with the City to design and construct these infrastructure improvements, post necessary bonds, and pay for all City expenses related to the development review, inspection, and administration of the DEA.</p> <p>A DEA has been prepared and reviewed by the City Attorney and Developer (Exhibit A).</p> <p>Once the infrastructure improvements are constructed, then a Bill of Sale will be executed by the Developer providing the City with ownership of and maintenance responsibilities for those Infrastructure Improvements.</p>					
APPLICABLE BRAND GUIDELINES: Design Standards					
COMMITTEE REVIEW AND RECOMMENDATION: The DEA was discussed at the Transportation and Public Works Committee meeting on July 22, 2025, and was recommended for approval and placement on the Main Agenda for discussion.					

City Council Agenda Bill

RECOMMENDED ACTION: MOTION to approve AB25-083, a resolution authorizing Mayor to Execute and Administer a Developer Extension Agreement with Matt Steel, for the Steel Residence.		
RECORD OF COUNCIL ACTION		
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
August 5, 2025		

RESOLUTION

A RESOLUTION OF THE CITY OF NORTH BEND, WASHINGTON, AUTHORIZING THE MAYOR TO EXECUTE AND ADMINISTER A DEVELOPER EXTENSION AGREEMENT AND RELATED CONTRACT DOCUMENTS WITH MATT STEEL FOR THE STEEL RESIDENCE PROJECT

WHEREAS, Matt Steel (“Developer”) submitted an application to the City of North Bend (“City”) for two single-family homes and two detached accessory dwelling units on two existing lots (“the Steel Residence” or the “Project”), located southeast of the Cedar Landing subdivision along SE 19th Street in North Bend, Washington, King County Parcel Nos. 152308-9068 and 152308-9280; and

WHEREAS, construction of certain public infrastructure improvements are required prior to issuance of a certificate of occupancy, including construction of approximately 173 linear feet of eight-inch diameter sewer mains and other applicable sewer system facilities and appurtenances; approximately 1,800 square feet of bioretention swales, and other applicable stormwater system facilities and appurtenances; and approximately 173 linear feet of public street improvements along SE 19th Street, including installation of new sidewalks, curbs, gutters, asphalt surfacing, and street trees (“Infrastructure Improvements”); and

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

WHEREAS, following construction of the Infrastructure Improvements, a Bill of Sale shall be executed by the Developer to transfer ownership of and maintenance responsibilities for the Infrastructure Improvements;

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

Section 1. The Mayor is authorized to execute and administer the Developer Extension Agreement and related contract documents, generally in the form as attached hereto as Exhibit A, with Matt Steel related to the construction of Infrastructure Improvements for the Steel Residence Project.

**PASSED BY THE CITY COUNCIL OF THE CITY OF NORTH BEND,
WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 5TH DAY OF
AUGUST, 2025.**

CITY OF NORTH BEND:

APPROVED AS TO FORM:

Mary Miller, Mayor

Kendra Rosenberg, City Attorney

ATTEST/AUTHENTICATED:

Effective:
Posted:

Susie Oppedal, City Clerk

DEVELOPER EXTENSION AGREEMENT CONTRACT DOCUMENTS

Steel Residence Matt Steel Sewer, Stormwater, and Street

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

MAYOR: Mary Miller

City Council

Brenden Elwood
Alan Gothelf
Christina Rustik
Mark Joselyn

Heather Koellen
Suzan Torguson
Errol Tremolada

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

City Staff

City Administrator: Amber Emery
City Attorney: Kendra Rosenberg
Public Works Director: Mark Rigos, P.E.

**DEVELOPER EXTENSION AGREEMENT
CONTRACT DOCUMENTS**

Sewer, Stormwater, and Street

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General Conditions for Developer Extensions..... 35

Certificate of Insurance..... 47

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

PROJECT TITLE: Steel Residence
DATE: June 2, 2025
DEVELOPER NAME: Matt Steel
MAILING ADDRESS: 15600 NE 8th Street, B-1 #414 Bellevue WA 98008
PHONE: 425-652-0130
CONTACT: Matt Steel

Owner:

Name: Matt Steel
Address: 15600 NE 8th Street, B-1 #414 Bellevue WA
Phone: 425 652-0130

Developer:

Name: Matt Steel
Address: 15600 NE 8th Street, B-1 #414 Bellevue WA
Phone: 425 652-0130

Developer's Agent:

Name: Chad Allen/Encompass Engineering & Surveying
Address: 165 NE Juniper Street, Suite 201 Issaquah WA 98027
Phone: 425 392-0250

Dates Accomplished:

Water: _____ N/A _____
Sewer: _____
Stormwater: _____
Streets: _____

A. Approval of Agreement

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

6. Resolution Accepting Agreement (City)

B. Required Before Plans are Prepared or Approved

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

C. Required Before Construction by Developer

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

D. Required Before Construction Begins

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

E. Required Before any Service is Connected

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

F. To Be Done Prior to Warranty Expiration

1. At 23 months after Acceptance, re-inspect all facilities and notify Developer of Deficiencies, if any (City)
2. Follow-up to Correct Deficiencies, if any (City)
3. Expiration of two-year warranty

**AGREEMENT TO CONSTRUCT EXTENSION TO
SEWER, STORMWATER, AND STREET SYSTEMS**

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

1. GENERAL

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

2. LOCATION OF EXTENSIONS

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

The Extensions will be installed on and in the existing public right of way, on and in the Developer's Property, on and in property subject to easements benefitting Developer's Property, and/or on and in the property of other persons contributing to the costs of the Extensions (said other persons hereby join in this Agreement and are referred to as "Additional Owners") and in such other properties described in this Agreement. The property of Additional Owners is described as follows ("Additional Owners' Property"): No additional owners.

3. DESCRIPTION OF EXTENSION

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

A. Water Extension: N/A

B. Modifications to Described Extensions: The City may require that the above-described sewer, stormwater, and street extensions be modified (including changes in design and location) during the preparation of construction plans and specifications as deemed necessary by the City. The construction plans and specifications, when approved by the City, shall be deemed the documents describing the sewer, stormwater, and street extensions to be authorized for construction by Developer under this Agreement.

4. EXTENSION FEES, DEPOSITS, AND CHARGES

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

A. City Administrative Services

1. Review and revisions, if necessary, to the Agreement and preparation of resolutions accepting the Agreement and amending the City's Comprehensive Plan (if required).

2. General consultation with Developer regarding the requirements of the City, the procedures for Developer to make the Extensions, and the administration of the Agreement.
3. Preliminary review of the proposed development and preliminary determination of the sewer, stormwater, and street facilities required to extend services to Developer's Property.

B. City Basic Engineering Review

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

C. City Construction Engineering Services

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

D. Reimbursement for City's Legal Services

1. Review and revisions, if necessary, to the Agreement and preparation of resolutions accepting the Agreement and amending the City's Comprehensive Plan (if required).
2. Review of easements as required.

3. Review of Developer's Performance Bond, Insurance Certificate, and other performance guarantees and security.
4. Preparation of reimbursement agreement, if required.
5. Any other legal services required by the City in conjunction with this Agreement and administration of the Extensions.

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

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

F. Other Costs

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

G. Connection Charges and Reimbursement Amount

1. *Connection Charges*

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

2. *Reimbursement Amount*

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

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

3. *Service Charges*

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

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

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

6. **PAYMENT OF FEES AND CHARGES**

A. Developer Deposit

The City will provide Developer with an itemized monthly invoice for Processing Costs, including staff time and invoices from contracted consultants, if any, commencing on the fifth day of the month following the first month during which the City incurs Processing Costs. Developer shall pay the City's invoice on or before the 20th day (or fifteen days after mailing of the invoice by the City, whichever is later), subject to the provisions of the Memorandum of Understanding paragraph 2.6, together with any additional amounts required to maintain the required credit balance as required by Memorandum of Understanding paragraph 2.3. If any sum required to be paid hereunder is not timely remitted, the City may suspend processing until payment is made, and/or may terminate the Memorandum of Understanding and require the deposit of the full estimated amount of Processing Costs.

B. Connection Charge and Reimbursement Estimate

All connection charges and reimbursement amounts shall be paid by Developer to the City prior to the issuance of any building permit, in accordance with the current City of North Bend Taxes, Rates and Fees Schedule. Acceptance of the completed Extensions by

the City and provision of services to Developer's Property shall be in accordance with this Agreement and applicable North Bend Municipal Code requirements.

7. ENGINEERING PLAN APPROVAL

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

8. INSURANCE AND INDEMNIFICATION

A. Indemnification

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

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

B. Insurance Requirements Developer shall procure and maintain insurance covering commercial general liability and injury and property damage to the City and to third parties in connection with the performance of this Agreement hereunder by the Developer, its agents, representatives, employees, or subcontractors, in which the City and the City's Engineer shall be named additional insureds. Such insurance shall be maintained without interruption from commencement of construction of the Extensions through thirty (30) days after the completion of the Extensions. Developer's maintenance of insurance, its scope of coverage, and limits as required herein shall not be construed to limit Developer's liability to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity. Before beginning construction of the Extensions, Developer shall furnish the City with original certificates of insurance and a copy of the amendatory endorsements, including but not limited to the additional insured endorsements, evidencing these insurance requirements have been satisfied. A copy of the certificates of insurance shall be included with the final

Contract Documents. This insurance shall be deemed primary coverage as to the City, with any insurance carried by the City classified as additional coverage and shall not contribute with the Developer's insurance. The insurance policies shall contain a "cross liability" provision.

1. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII and shall be issued by an insurance company authorized to do business within the State of Washington. The City does not waive its right to subrogation against the Developer, and the policy shall be so endorsed. The Developer shall instruct the insurers to give the City 30-days advance notice of any insurance cancellation.
2. If any insurance policy is written on a "Claims Made" form, its retroactive date, and that of all subsequent renewals, shall be no later than the effective date of this Contract. The policy shall state that coverage is Claims Made, and state the retroactive date. Claims-made form coverage shall be maintained by the Contractor for a minimum of 36 months following the Final Completion or earlier termination of this contract, and the Contractor shall annually provide the Contracting Agency with proof of renewal. If renewal of the claims made form of coverage becomes unavailable, or economically prohibitive, the Contractor shall purchase an extended reporting period ("tail") or execute another form of guarantee acceptable to the Contracting Agency to assure financial responsibility for liability for services performed.
3. The Developer, its subcontractors, sub-subcontractors, agents, and employees, waive all rights of subrogation against the City, for damages caused by fire or other perils to the extend covered by the General Liability and Builders Risk insurance or other property insurance obtained pursuant to the Insurance Requirements Section of the Agreement or other property insurance applicable to the Work. The policies shall provide such waivers by endorsement.
4. Developer shall ensure that each subcontractor, sub-subcontractor, agents, and employees of every tier obtain at a minimum the same insurance coverage and limits as stated herein for the Developer. Upon request by the City, the Developer shall provide evidence of such insurance.
5. Developer shall obtain insurance of the types described below:
 - i. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage. The Automobile Liability insurance shall have a minimum Combined Single Limit for bodily injury and property damage of at least \$1,000,000 per accident.

- ii. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop gap liability, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide the Per Project Aggregate Endorsement ISO form CG 25 03 11 85. There shall be no endorsement or modification of the Commercial General Liability insurance for liability arising from explosion, collapse or underground property damage. The City shall be named by endorsement as an additional insured under the Developer's Commercial General Liability insurance policy with respect to the work performed for the City using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing equivalent coverage. The Developer may submit a copy of any blanket additional insured clause from its policies instead of a separate endorsement. A statement of additional insured status on an ACORD Certificate of Insurance shall not satisfy this requirement. The Developer's Commercial General Liability policy shall include Waiver of Transfer of Rights of Recovery Against Others to Us endorsement (CG 24 04 05 09) or equivalent coverage. Commercial General Liability insurance shall be written with limits no less than \$3,000,000 each occurrence, \$3,000,000 per project aggregate, and a \$3,000,000 products-completed operations aggregate limit.
- iii. Employers Liability coverage to include bodily injury, and bodily injury by disease. Employers Liability coverage may be included in the Contractor's General Liability Coverage or as a stand-alone policy. Workers Compensation and Employers' Liability coverage shall be in the amount of at least \$1,000,000 Employers' Liability each accident, \$1,000,000 Employers' Liability Disease-each employee, \$1,000,000 Employers' Liability Disease-policy limit.
- iv. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington. The City will not be responsible for payment of industrial insurance premiums or for any other claim or benefit for this Contractor or any sub-Contractor or employee of the Contractor which might arise under the industrial insurance laws during the performance of duties and services under this contract. If the Department of Labor and Industries, upon audit, determines that industrial insurance payments are due and owing as a result of work performed under this contract, those payments shall be made by the Contractor; the Contractor shall indemnify the City and guarantee payment of such amounts.
- v. Builders Risk: The Developer shall provide insurance covering interests of the City, the Developer, and sub-contractor(s) in the work. Builders Risk insurance shall be on a all-risk policy form and shall insure against the perils of fire and extended coverage and physical loss or damage including flood and earthquake, theft, vandalism, malicious mischief, collapse, temporary buildings and debris removal. This Builders Risk insurance covering the work will have a deductible of at least

\$5,000 for each occurrence, which will be the responsibility of the Developer. Higher deductibles for flood and earthquake perils may be accepted by the City upon written request by the Developer and written acceptance by the City. Any increased deductibles accepted by the City will remain the responsibility of the Developer. The Builders Risk insurance shall be maintained until final acceptance of the work by the City. All sub-contractors shall be covered under the general Developer's builder's risk policy or shall provide proof of their own Builders Risk Policy. Builders Risk insurance shall be written in the amount of the completed value of the project with no coinsurance provisions. All subcontractors shall be covered under the general Developer's Builder's Risk policy or shall provide proof of their own Builders Risk Policy.

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

9. SURETY

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

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

Developer may provide the City with a cash deposit in lieu of the performance bond required herein. No construction shall be commenced until the cash deposit is accepted by the City. This cash deposit shall be conditioned and held subject to the same terms as the Performance Bond, and will be refunded to Developer upon satisfactory completion of the Extensions and connection of the Extensions to the existing system; provided, that in the event pre-existing City facilities have not been repaired or restored as required by this Agreement, the City may, in addition to any other rights it may have, retain the total amount of the cash deposit as liquidated damages or such portion of said deposit as may be necessary to defray such costs.

10. EASEMENTS

Any necessary easements shall be obtained by Developer at its sole cost and expense in the form approved by the City Attorney. The easement(s) shall name the City as grantee, and a copy of each easement shall be delivered to the City before Developer begins

construction on the Extensions. Prior to construction of the Extensions, a title insurance policy insuring the City's clear title to the easement(s), in a sum not less than \$5,000 per 500 feet of easement, shall be provided to the City by Developer.

11. PERMITS

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

12. CONNECTION TO THE CITY'S SYSTEM

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

13. CONDITION PRECEDENT

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

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

14. FINAL ACCEPTANCE

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

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

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

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

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

15. LIMITATION ON ACCEPTANCE

A. Completion

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

B. Failure to Commence Construction

In the event Developer, after the receipt of approved construction plans from the City, has not commenced construction within five (5) years of executing this Agreement, and if the City determines, in its absolute discretion, that it is necessary that the Extensions be completed in order that the City can provide sewer, and/or stormwater service and/or street extensions to Developer's Property, then the City may give Developer notice (by certified mail to the addresses shown herein) that construction of the sewer, stormwater, and street improvements must be commenced within sixty (60) calendar days of mailing said notice. If construction is not commenced within the time specified in said notice, the City may terminate this Agreement by written notice to Developer. In such event, the City shall retain all payments and deposits made by Developer to the City and the City may, at its discretion, proceed with construction of the sewer, stormwater, and/or street improvements by utilizing the Performance Bond or Construction Cash Deposit.

If a delay in the City's preparation of the plans or the City's review of Developer's prepared plans is occasioned by failure of Developer to provide necessary data or information to the City's engineer for a period of sixty (60) days after notice of the

need for such data or information, then the City may terminate this Agreement by written notice to the Developer.

C. Failure to Complete Construction

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

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

16. WARRANTY OF AUTHORITY

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

17. ENFORCEMENT; ATTORNEYS' FEES

The parties agree to resolve disputes under this Agreement by binding arbitration as provided in Section 28 of the General Conditions, and further acknowledge and agree that by submitting to the alternative dispute resolution process, they intend to surrender their right to have any dispute decided in a court of law by judge or jury. In the event that this Agreement is referred or placed into the hands of attorneys for enforcement of any portion, or if binding arbitration is instituted with respect to a dispute under this Agreement, then the prevailing party shall be paid its reasonable attorneys' fees and expert witness fees, costs, and all other reasonable expenses in connection therewith.

18. SUCCESSORS AND ASSIGNS

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

19. INDEPENDENT STATUS OF DEVELOPER:

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

SIGNED this ____ day of _____, 2025.

Developer: _____

By: _____

CITY OF NORTH BEND, King County, Washington

By: _____
Mary Miller, Mayor

EXHIBIT A

Legal Description

EXHIBIT A

Tax Parcel #152308-9068

NEW LOT B

THE SOUTH 119.00 FEET OF THE WEST 86.25 FEET OF THE WEST 172.50 FEET OF THE EAST 301 FEET OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 15, TOWNSHIP 23 NORTH, RANGE 8 EAST W.M. IN KING COUNTY, WASHINGTON;

EXCEPT THE SOUTH 30 FEET THEREOF FOR MUELLER ROAD (S.E. 140TH ST.) AS CONVEYED TO KING COUNTY BY DEED RECORDED UNDER RECORDING NO. 2919062.

LOT AREA CONTAINS 7,676 SQUARE FEET, MORE OR LESS.

Tax Parcel #152308-9280

NEW LOT C

THE SOUTH 119.00 FEET THE EAST 86.25 FEET OF THE WEST 172.50 FEET OF THE EAST 301.00 FEET OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 15, TOWNSHIP 23 NORTH, RANGE 8 EAST W.M. IN KING COUNTY, WASHINGTON;

EXCEPT THE SOUTH 30 FEET THEREOF FOR MUELLER ROAD (S.E. 140TH ST.) AS CONVEYED TO KING COUNTY BY DEED RECORDED UNDER RECORDING NO. 2919062.

LOT AREA CONTAINS 7,676 SQUARE FEET, MORE OR LESS.

EXHIBIT B

Preliminary Plat / Site Plan





City of North Bend Performance and Maintenance Bond Agreement

RE: North Bend Permit No.: _____
Applicant: _____
Project Address: _____
Estimated Cost of Completed Project: _____

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

RECITALS

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

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

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

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

Performance

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

Maintenance

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

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

- ☐ Performance Bond
- ☐ Maintenance Bond

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

TERMS OF AGREEMENT

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

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

3. Terms - Performance Bond.

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

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

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

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

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

4. Terms - Maintenance Bond.

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

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

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

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

5. General Terms.

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

b. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. In the event any suit, arbitration, or other proceeding is instituted to enforce any term of this Agreement, the parties specifically understand and agree that venue shall be exclusively in King County, Washington. The prevailing party in any such action shall be entitled to its attorneys' fees, expert witness fees, and costs of suit. This Agreement contains the entire agreement between the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind any of the parties hereto. The provisions of this Agreement shall not be construed against either party. If any of the provisions of this Agreement are held to be invalid or unenforceable, the remaining provisions will nevertheless continue to be valid and enforceable.

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

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

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

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

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

City

Developer

Surety

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

CITY OF NORTH BEND

By: _____
Its _____

Institution Notary

STATE OF WASHINGTON
County of _____

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

Dated: _____, 20____

Signature: _____
Name Printed: _____
Title: _____
My appointment expires: _____

Developer Notary

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

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

DATED: _____.

(Signature of Notary Public)

(Printed Name of Notary Public)

Commission Expires: _____

City Notary

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

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

DATED: _____.

(Signature of Notary Public)

(Printed Name of Notary Public)

Commission Expires: _____

WHEN RECORDED RETURN TO:

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

REFERENCE NUMBER OF RELATED DOCUMENTS:

GRANTOR:

GRANTEE: The City of North Bend, Washington

ASSESSOR'S TAX PARCEL/ACCOUNT NUMBER:

ABBREVIATED LEGAL DESCRIPTION:

EASEMENT AGREEMENT

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

1. Recitals.

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

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

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

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

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

4. General Provisions.

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

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

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

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

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

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

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

GRANTOR:

GRANTEE:

DATED this ____ day of _____, 20__.

GRANTOR: _____

GRANTEE: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

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

DATED: _____

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

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

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

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

DATED: _____

(Print: _____)

NOTARY PUBLIC in and for the State of Washington

My appointment expires _____

Return Address:

CITY CLERK

CITY OF NORTH BEND

920 SE CEDAR FALLS WAY

NORTH BEND, WA 98045

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

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

Reference Number(s) of Documents assigned or released:

Additional reference #'s on page _____ of document

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

1. _____,
2. _____,

Additional names on page _____ of document.

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

1. City of North Bend
2. _____,

Additional names on page _____ of document.

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

Additional legal is on page _____ of document.

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

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

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

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

UPON RECORDING RETURN TO:

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

BILL OF SALE

Reference Numbers of Related Documents: N/A

Grantor:

Grantee: City of North Bend

Legal Description: See Attached

Abbreviated Legal:

Tax Parcel Identification Number:

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

Wastewater Collection System:

Storm Drainage System:

Curbs and Street Paving:

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

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

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

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

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

GRANTOR:

GRANTEE:
City of North Bend

By: _____
Its: _____

By: _____
Its: _____

Kendra Rosenberg, City Attorney

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

(Stamp)

My appointment expires _____

66

**GENERAL CONDITIONS
FOR EXTENSIONS CONSTRUCTED BY DEVELOPERS**

1. SCOPE

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

2. DEFINITIONS

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

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

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

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

3. **PLANS AND SPECIFICATIONS; OMISSIONS AND DISCREPANCIES**

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

4. **STATUS OF CITY ENGINEER**

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

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

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

5. INSPECTION AND TESTS

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

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

6. PLANS AND SPECIFICATIONS ACCESSIBLE

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

7. OWNERSHIP OF DRAWINGS

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

8. MATERIALS AND EQUIPMENT; MATERIALS AND EQUIPMENT LIST

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

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

9. SHOP DRAWINGS

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

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

10. CUTTING AND FITTING

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

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

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

13. SAMPLES

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

14. DETERMINATION OF "OR EQUAL"

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

15. ROYALTIES AND PATENTS

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

16. PAYMENT OF PREVAILING WAGES

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

17. PROTECTION OF WORK AND PROPERTY AND SAFETY

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

18. EXISTING UTILITIES OR OBSTRUCTIONS

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

19. REPLACING IMPROVEMENTS

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

20. SUPERINTENDENCE AND SUPERVISION

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

21. WARRANTIES OF DEVELOPER

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

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

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

22. CORRECTION OF DEFECTS OCCURRING WITHIN WARRANTY PERIOD

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

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

23. SUBLETTING AND SUBCONTRACTING

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

24. **SEPARATE CONTRACT; INTERFERENCE WITH OTHER DEVELOPERS**

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

25. **LOSS OF MARKERS**

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

26. **DISPUTE RESOLUTION**

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

1. The parties shall first seek a fair and prompt negotiated resolution.

2. If negotiation is not successful, either party may demand binding arbitration in accordance with RCW 7.04.060; provided, that within twenty (20) days of the initial arbitration demand, the parties shall attempt to resolve the dispute by nonbinding third-party mediation. Mediation efforts shall not delay or affect the arbitration hearing date unless agreed by the parties.

3. If the dispute is not resolved through mediation within forty-five (45) days of the initial arbitration demand, the parties shall proceed with the binding arbitration; provided, that the mediator shall prepare and deliver to the arbitrator a final written recommendation for resolution of the dispute.

B. Selection of Arbitrator. There shall be one arbitrator agreed upon by the parties, or, if the parties cannot agree on the identity of the arbitrator within ten (10) days of the initial arbitration demand, the arbitrator shall be selected by the administrator of the

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

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

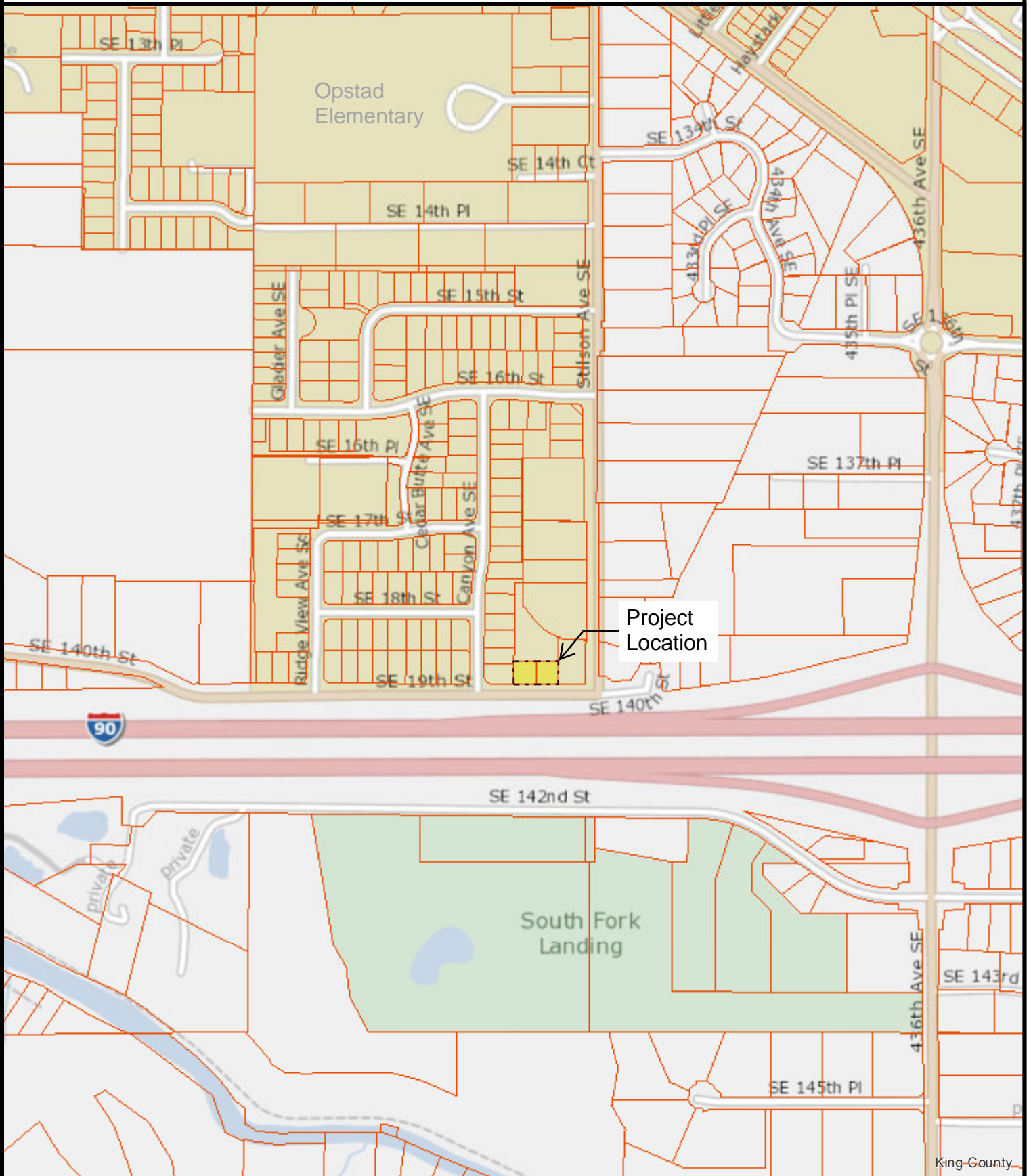
may, upon request of a party, issue a superseding order to modify or reverse such temporary or preliminary relief or may confirm such relief pending a full hearing on the merits of the underlying dispute, which order may be immediately entered in any federal or state court having jurisdiction over the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

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

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

CERTIFICATE(S) OF INSURANCE

Steel Vicinity Map



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

Date: 6/2/2025

Notes:



King County



City Council Agenda Bill

SUBJECT:		Agenda Date: August 5, 2025		AB25-084
Motion Authorizing Amendment No. 1 to Contract with PH Consulting, LLC for 2025 Sidewalk Gaps Project		Department/Committee/Individual		
		Mayor Mary Miller		
		City Administrator – Amber Emery		
		City Attorney – Kendra Rosenberg		
		City Clerk – Susie Oppedal		
		Administrative Services – Lisa Escobar		
		Comm. & Economic Development – James Henderson		
		Finance – Martin Chaw		
Cost Impact: \$34,998.75 (Not to Exceed)		Public Works – Mark Rigos, P.E.		X
Fund Source: Transportation Impact Fees				
Timeline: Immediate				
Attachments: Scope of Work & Fee				
<p>SUMMARY STATEMENT:</p> <p>In September 2024, City of North Bend (“City”) staff selected PH Consulting, LLC (“PH”) to provide plans, specs, and estimates (PS&E) for the 2025 Sidewalk Gaps project. PH services included topographic survey, right-of-way research, utility coordination, and 30%, 90%, and Final PS&E.</p> <p>Of the four (4) sidewalk sites included in the project, two sidewalk segments at Site 2 (Thrasher Ave.) and Site 4 (North Bend Way (“NBW”)) required additional engineering work beyond the original work scope provided by PH. The additional work is described below:</p> <p><u>Site 2:</u> The intersection of NBW and Thrasher Ave. currently exists as a “sea of asphalt” where the United States Forest Service (“USFS”) office parking lot is undefined. Vehicles often cut the corner making a right turn off NBW. Terminating a sidewalk here would be not ideal, because pedestrians would be steered into travel lanes. As a part of the original scope, PH was tasked with coming up with design alternatives for terminating this sidewalk. Ultimately, City staff in collaboration with USFS staff decided frontage improvements along the north side of NBW to delineate an improved parking lot would be safer. This sidewalk location provides pedestrians safer access to NBW and channelizes vehicles turning right onto Thrasher Ave. This alternative required complex site grading for the parking lot and frontage improvement design including curb, gutter, sidewalk and drainage improvements that were not included in PH’s original work scope. PH is requesting the City provide \$24,998.75 for this additional design.</p> <p><u>Site 4:</u> During scoping for the project, the NBW sidewalk was added to the work scope. This was previously designed as a change order with the 2024 Sidewalk Gaps Project, however in the fall of 2024, the contractor provided a very high price to the City for the change order and it was decided to save City money and not agree to the price with this contractor. PH’s original scope was to incorporate the previous design with the 2025 Sidewalk Gaps Project with minimal design changes. However, during the course of design for the 2025 Sidewalk Gaps Project, it was decided to re-design improvements to a better sidewalk location. This re-design saved a significant amount of money in construction costs by removing a proposed storm drainage pipe network and instead utilizing a drainage swale. PH is requesting the City provide \$9,990 which was the cost for this redesign.</p> <p>City staff recommend approving the attached work scope and fee. Funding for this project comes from Transportation Impact Fees not the General Fund.</p>				
APPLICABLE BRAND GUIDELINES: Consistent delivery of quality basic services including transportation and traffic management.				

City Council Agenda Bill

COMMITTEE REVIEW AND RECOMMENDATION: This item was discussed at the July 22nd, 2025, Transportation and Public Works Committee meeting and was recommended for approval and placement on Main Agenda for discussion.		
RECOMMENDED ACTION: MOTION to approve AB25-084, authorizing the Mayor to execute and administer Amendment No. 1 to Contract with PH Consulting, LLC for 2025 Sidewalk Gaps Project, in an amount not to exceed \$34,998.75, in a form and content approved by the City Attorney.		
RECORD OF COUNCIL ACTION		
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
August 5, 2025		

SCOPE AMENDMENT

DATE: June 25, 2025

TO: Mike Mayen, PE City of North Bend

FROM: Ken Lauzen, PE PH Consulting, LLC

SUBJECT: **2025 Sidewalk Gaps – Amendment #1**

Introduction

PH Consulting (“PH”) will provide professional engineering services for the design of sidewalk gaps, storm drainage collection and conveyance modifications, and safety improvements for the following project areas:

1. **North side of SE 140th Street from Eagles Nest Place SE to the west side of the proposed Ichijo Development**
2. **East side of Thrasher Ave NE from East North Bend Way to NE 2nd St**
3. **North side of North Bend Way from the east end of Dahlgren Park to the Snoqualmie Valley Trail**
4. **North side of North Bend Way between Tanner Road and SE 140th St**

During design, additional scope was added to the project and completed. PH is now requesting an amendment for this work as follows:

Task Summary

Task 008	Site 4 Redesign	\$10,000.00
Task 009	Thrasher Parking Lot & NB Way Frontage	\$25,000.00

Task 008 Site 4 Redesign

During scoping, the project scope added in the NB Way Trail (Site 4). PH had previously done a quick design in the Summer of 2024 to add into the 2024 Sidewalk Gaps contractor's work. That did not out, so it was shelved, and then added in at the last minute to this project. Based on conversations with the City, the expected scope was:

- *The work needed now is to incorporate the previously prepared design into this PS&E.*
- *Slight modifications to the previously prepared design are necessary since a small portion of that work (curb ramp and storm drainage improvements) were added/built with the 2024 Sidewalk Gaps Project. Major revisions to the previously prepared design are not anticipated or included.*

This turned into a much larger effort, as it was re-designed (value engineering saved a lot on construction dollars).

Task 009 Thrasher Parking Lot & NB Way Frontage

After discussions with the City and the USFS, PH completed added design of a parking lot and North Bend Way frontage improvements to the scope. The original scope included the following:

- *The termination of the sidewalk improvements at North Bend Way are to be determined.*
- *No overlay is proposed, and no work is anticipated on the west side of Thrasher Ave NE or into/across North Bend Way.*

And:

- *This task will also include a 30% layout for up to 3 alternatives for the intersection connection at the intersection of Thrasher Ave NE and North Bend Way*

The frontage improvements that resulted from design discussions and decisions included a 7-stall parking lot with associated storm drainage and striping, as well as ~150 of full frontage improvements (sidewalk, curb, gutter, bioswales, driveway approaches, channelization) along North Bend Way. It also included several design iterations based on field visits and coordination with the City and the USFS.

General Assumptions and Notes

The General Assumptions and Notes from the originally approved contract still apply.

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PH & Prizm Consulting Staff Category	Hours	Rate		Cost	
Principal (PH)	0.00	\$	-	\$	-
Principal/Senior Project Manager	19.50	\$	260.00	\$	5,070.00
Senior Project Engineer	66.25	\$	210.00	\$	13,912.50
Senior CAD Designer	50.75	\$	175.00	\$	8,881.25
Associate Engineer	47.50	\$	150.00	\$	7,125.00

Total Hours	184.00			\$	34,988.75
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Direct Fees **\$ 34,988.75**

Subtotal \$ 34,988.75

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

Sub-Total Direct Expenses **\$ -**

Total Fee **\$ 34,988.75**

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Task No.	Task Description	Principal (PH)	Principal/Senior Project Manager	Senior Project Engineer	Senior CAD Designer	Associate Engineer		Subtotals	Totals
	Hourly Rate	\$ -	\$ 260.00	\$ 210.00	\$ 175.00	\$ 150.00			
008 Site 4 Redesign									
	Design	0.00	5.75	17.00	17.00	13.00	52.75		\$ 9,990.00
	Task 011 Total Hours	0.00	5.75	17.00	17.00	13.00	52.75		
	Subtotal Task 011	\$ -	\$ 1,495.00	\$ 3,570.00	\$ 2,975.00	\$ 1,950.00		\$ 9,990.00	\$ 9,990.00
009 Thrasher Parking Lot & NB Way Frontage									
	Design	0.00	13.75	49.25	33.75	34.50	131.25		\$ 24,998.75
	Task 011 Total Hours	0.00	13.75	49.25	33.75	34.50	131.25		
	Subtotal Task 011	\$ -	\$ 3,575.00	\$ 10,342.50	\$ 5,906.25	\$ 5,175.00		\$ 24,998.75	\$ 24,998.75
	TOTAL HOURS	0.00	19.50	66.25	50.75	47.50	184.00		
	TOTAL ALL TASKS	\$ -	\$ 5,070.00	\$ 13,912.50	\$ 8,881.25	\$ 7,125.00		\$ 34,988.75	\$ 34,988.75