

RESOLUTION NO. 2039

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AUTHORIZING THE APPROVAL OF A CONTRACT WITH THE WASHINGTON STATE DEPARTMENT OF TRANSPORTATION TO MODIFY POND A AND POND C IN EASTOWN.

WHEREAS, the Washington State Department of Transportation (WSDOT) has initiated the road widening project along SR 410 from 214th Ave E to 234th Ave East; and,

WHEREAS, Council approved by Resolution 1954 authorizing a contract with Shea, Carr, Jewell Inc. for the 30% design of the SR 410 - 214th Avenue East intersection on July 14th, 2009; and,

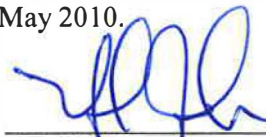
WHEREAS, the Shea, Carr, Jewell Inc. design is to a point that stormwater needs can be defined and addressed under the current WSDOT contract; and,

WHEREAS, the Eastown Future Frontage Road Plan shows a link at 230th Ave E vicinity connecting the East – West frontage road to 96th Street E that would conflict with the proposed construction of Pond C in the WSDOT construction plans; and

WHEREAS, it would be prudent at this time to require WSDOT to construct Pond C in a location that would allow for this future link to access 96th Street E; and,

NOW, THEREFORE, BE IT RESOLVED that the City of Bonney Lake Council does hereby authorize the Mayor to sign a contract with Washington State Department of Transportation for a sum of \$279,406.41 to expand Pond A to meet the future needs of the redesigned SR 410 – 214th Ave. E Intersection and the relocation of Pond C, to provide room for future road construction.

PASSED and adopted by the City Council this 11th day of May 2010.



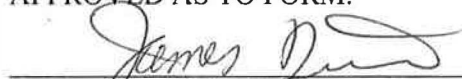
Neil Johnson, Mayor

ATTEST:



Harwood T. Edvalson, CMC
City Clerk

APPROVED AS TO FORM:



James Dionne, City Attorney



RECEIVED-TUMWATER

SEP 01 2010

PROJECT MANAGER

<p align="center">Local Agency Participating Agreement</p> <p align="center">Work by State - Actual Cost</p>		Local Agency and Address	
		City of Bonney Lake P.O. Box 7380 Bonney Lake, WA 98391-0944	
Agreement Number		Section/Location	
GCA-6614		SR 410, 214th Ave E. to 234th Ave E. - Pond Modifications	
State Route Number	Control Section Number	Plans, Specifications and Cost Estimates (PS&E) for the Local Agency Work by LOCAL AGENCY? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
410	2708	PS&E Due Date	
Region		Description of Work	
Olympic Region		Exhibit A - Description of Work Exhibit B - Estimate Exhibit C - Plan	
Advance Payment Required <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
Advance Payment Amount			
STATE		LOCAL AGENCY	
State Agency Representatives		Local Agency Representatives	
Tumwater Project Office		City of Bonney	
Name		Name	
MaryLou Nebergall		John Woodcock	
Title		Title	
Project Engineer		City Engineer	
Address		Address	
821 Airport Ct. S.E. Tumwater, WA 98501		PO Box 7380 Bonney Lake, WA 98391-0944	
E-mail Address		E-mail Address	
nebergm@wsdot.wa.gov		woodcockj@ci.bonney-lake.wa.us	
Phone		Phone	
360.570.6752		253.862.8602	

This Agreement is made and entered into between the STATE OF WASHINGTON DEPARTMENT OF TRANSPORTATION (STATE) and the above named governmental entity (LOCAL AGENCY).

WHEREAS, the STATE is planning the construction or improvement of a section of the state route as shown above, and in connection therewith, the LOCAL AGENCY has requested that the STATE perform certain work for the LOCAL AGENCY as described above under Description of Work and/or further described in Exhibit B, (Work), and

WHEREAS, it is deemed to be in the public's best interest for the STATE to include the requested Work in the STATE's construction contract for the state route improvement, and

WHEREAS, the LOCAL AGENCY is obligated for the cost of the Work described herein,

NOW, THEREFORE, pursuant to RCW 47.28.140 and/or chapter 39.34 RCW and in consideration of the terms, conditions, and performances contained herein, and the attached Exhibits which are incorporated and made a part hereof,

IT IS MUTUALLY AGREED AS FOLLOWS:

1. PLANS, SPECIFICATIONS, AND COST ESTIMATES

1.1 The STATE, on behalf of the LOCAL AGENCY, agrees to perform the Work, as further provided herein and pursuant to the attached exhibits. Exhibit A is the Cost Estimate and Exhibit B, if included as an attachment, further defines the Work to be constructed for the LOCAL AGENCY. The combination of the LOCAL AGENCY's Work and the STATE's improvements hereinafter constitute the Project.

- 1.2 If indicated in the above heading, the LOCAL AGENCY shall provide the STATE with plans, specifications and cost estimates (PS&E) for the Work.
- 1.2.1 The PS&E shall be in accordance with the state of Washington Standard Specifications for Road, Bridge and Municipal Construction, and its amendments thereto (Standard Specifications), current at the time of Project advertisement, mutually acceptable design standards, or the LOCAL AGENCY's standards, if applicable and specified by the LOCAL AGENCY. Backup calculations for quantities and breakdowns for lump sum items shall be included with the PS&E for the Work.
- 1.2.2 If the PS&E for the Work, with backup calculations and breakdowns, is not delivered by the above PS&E due date, the STATE, at its sole discretion, may proceed without the LOCAL AGENCY Work included with the STATE's improvements. The LOCAL AGENCY agrees to reimburse all STATE costs incurred up to and as a result of the LOCAL AGENCY's failure to timely provide the PS&E. This Agreement shall terminate upon receipt of all reimbursement payments in accordance with Section 6.
- 1.3 The STATE will incorporate the LOCAL AGENCY's Work or Work PS&E into the STATE's PS&E for the STATE's improvements to produce a combined advertisement (Ad) ready PS&E for the Project. The STATE will document STATE-performed engineering design work required to incorporate the Work or Work PS&E into the STATE's PS&E (Design Documentation). The State shall provide up to two intermediate review sets of the PS&E and Design Documentation at mutually agreeable milestones. The STATE will provide the LOCAL AGENCY with one (1) reproducible copy of the stamped final Design Documentation prior to the proposed Ad date.
- 1.4 The STATE will provide the LOCAL AGENCY with one (1) reproducible copy of the Ad ready PS&E for the Project a minimum of thirty (30) working days prior to the proposed Ad date. The LOCAL AGENCY will have fifteen (15) working days to review the Ad ready PS&E for the Project, resolve any concerns, and provide the STATE with written approval, conditional approval, or rejection of the Ad ready PS&E for the Work portion of the Project. In the event the Work portion of the Ad ready PS&E is conditionally approved or rejected, the LOCAL AGENCY shall include the reasons for conditional approval or rejection. The LOCAL AGENCY may request an extension of time in writing, provided that the STATE receives the written request not later than fifteen (15) working days after the LOCAL AGENCY has received the Ad ready PS&E. The STATE shall provide a written response, indicating the number of working days extended, if any.
- 1.5 If the STATE does not receive the LOCAL AGENCY's written approval, conditional approval or rejection of the Work portion of the Ad ready PS&E within fifteen (15) working days and any approved extension of time pursuant to Section 1.4, or if the STATE cannot accept the LOCAL AGENCY's condition(s) of approval, or if the LOCAL AGENCY has not acquired all right of way and permits required to construct, maintain, and operate the Work, the STATE may, at its sole discretion, delete the Work from the Project and advertise the STATE's improvements. The LOCAL AGENCY agrees to reimburse the STATE for engineering costs and actual direct and related indirect costs incurred by the STATE associated with either the STATE or LOCAL AGENCY deleting the Work from the Project. This Agreement shall then terminate upon receipt of all reimbursement payments in accordance with Section 6.

2. BID, AWARD, AND COST ADJUSTMENTS

- 2.1 The STATE will advertise the Project for bids. The STATE will be the LOCAL AGENCY's representative during the Ad and Project contract award period. When requested by the STATE, the LOCAL AGENCY shall timely assist the STATE in answering bid questions and resolving any design issues that may arise that are associated with the Work. All comments and clarifications must go through the STATE.
- 2.2 If the LOCAL AGENCY is responsible for preparing the Work PS&E, the LOCAL AGENCY agrees to provide the STATE with any addenda required for the Work during the Ad period, to the Parties' mutual satisfaction.
- 2.3 The STATE shall provide the LOCAL AGENCY with written notification of the bid price for the Work. The LOCAL AGENCY shall have five (5) working days from the date of written notification to provide the STATE written approval of the bid price for the Work, or request the Work be deleted from the Project. The LOCAL AGENCY may request an extension of time in writing, provided that the STATE receives the written request not later than five (5) working days after the LOCAL AGENCY has received the written notification. The STATE shall provide a written response indicating the number of working days extended, if any.

- 2.4 The LOCAL AGENCY acknowledges that if it fails to provide the STATE with written approval of the bid price for the Work or request that the Work be deleted from the Project within five (5) working days and any approved extension of time pursuant to Section 2.3, the STATE shall delete the Work from the Project. In this event, the LOCAL AGENCY agrees to reimburse the STATE for engineering costs and actual direct and related indirect costs incurred by the STATE associated with deleting the Work from the Project. The LOCAL AGENCY understands that deleting the Work from the Project may require an equitable adjustment to the Project contract and agrees to reimburse the STATE for costs associated with the equitable adjustment. This Agreement shall then terminate upon receipt of all reimbursement and equitable adjustment payments in accordance with Section 6.
- 2.5 If the LOCAL AGENCY approves the bid price for the Work and the STATE does not award or execute the Project contract, but thereafter re-advertises the Project for bids, the STATE agrees to pay all STATE costs to re-advertise the Project. The LOCAL AGENCY agrees that the STATE is not responsible for increased bid prices or delay to the Work or other impacts to the LOCAL AGENCY resulting from re-advertising the Project.
- 2.6 If the LOCAL AGENCY approves the bid price for the Work and the STATE does not award or execute the Project contract and does not re-advertise the Project for bids, this Agreement shall terminate upon receipt of all reimbursement payments in accordance with Section 6. The LOCAL AGENCY agrees that the STATE is not responsible for potential increased costs for the Work, delay to the Work or other impacts to the LOCAL AGENCY resulting from not awarding the Project.

3. CONSTRUCTION

- 3.1 The STATE will be the LOCAL AGENCY's representative during construction and will act as owner in the administration of the contract for the Work. The STATE will designate a STATE Project Engineer to provide all services and tools, including but not limited to construction administration, inspection, materials testing, and representation, necessary to administer and manage the contract to ensure that the Work is constructed in accordance with the contract.
- 3.2 The LOCAL AGENCY may consult with and inquire of the STATE Project Engineer, attend all meetings, and have access to all documentation concerning the Work. The LOCAL AGENCY shall not provide direction, directly or indirectly, to the STATE's contractor. All formal contacts between the LOCAL AGENCY and the contractor shall be through the STATE's representative.
- 3.3 When it becomes known that quantities for a unit bid item will exceed plan quantity for the Work by ten (10) percent or result in a cost increase for the Work exceeding the total amount by the percentage listed under Section 6.6, the STATE shall consult with the LOCAL AGENCY on possible courses of action within three (3) working days in accordance with Section 4.
- 3.4 The LOCAL AGENCY may inspect the Work. Any costs for such inspection shall be borne solely by the LOCAL AGENCY. All contact between said inspector and the contractor shall be only through the STATE's inspector or the STATE's representative.
- 3.5 The STATE will prepare the final construction documentation in general conformance with the STATE's Construction Manual. The STATE will maintain one set of plans as the official "as-built" set, then make notations in red ink of all plan revisions typically recorded per standard STATE practices, as directed by the STATE's Construction Manual. Once the LOCAL AGENCY has accepted the Work per Section 5, the STATE will provide one reproducible set of as-built plans to the LOCAL AGENCY within one hundred twenty (120) working days.

4. CONTRACT CHANGES

- 4.1 Changes to the Project contract will be documented by change order in accordance with the Standard Specifications. The STATE shall process change orders for all changes affecting the Work in the manner set forth in subsection 1-2.4C (3), Approval of Changes/Checklist, STATE Construction Manual, current edition.
- 4.2 Required changes involve such changes in quantities or alterations to the Work as are necessary to satisfactorily complete the Project. All other changes affecting the Work shall be considered elective changes.

- 4.3 The LOCAL AGENCY authorizes the STATE to initiate all required changes affecting the Work and to negotiate, document and execute the associated change orders. The LOCAL AGENCY agrees to pay for the increases in cost, if any, for the required changes affecting the Work in accordance with Section 6.
- 4.4 The STATE will advise the LOCAL AGENCY of any proposed required changes affecting the Work as soon as possible and provide it with an opportunity, if time permits, to review the change before implementation. The STATE will determine the length of the review time based upon the need to expedite the change to avoid delay to the contractor.
- 4.5 The LOCAL AGENCY may request additions to the Work through the STATE in writing. The STATE will implement the requested changes as elective changes, provided that a change does not negatively impact the STATE's transportation system and complies with the Standard Specifications, Project permits, state and/or federal law, applicable rules and/or regulations, and/or STATE design policies, and does not unreasonably delay critically scheduled Project contract activities.
- 4.6 All elective changes to the Work shall be approved in writing by the LOCAL AGENCY before the STATE directs the contractor to implement the changes, even if an executed change order is not required by the Project contract. The LOCAL AGENCY agrees to pay for the increases in cost, if any, for such elective changes in accordance with Section 6.
- 4.7 The STATE will make available to the LOCAL AGENCY all change order documentation related to the Work.
- 4.8 In the event it is determined that the LOCAL AGENCY does not have sufficient funds to complete the Work, the STATE and the LOCAL AGENCY shall negotiate to determine the future of the Work. If it is determined that the Work cannot proceed, the Work shall be brought to a level that is safe for public use and the STATE will terminate the remainder of the Work from the Project contract. In the event the Work is terminated, Section 5 shall apply for that portion of the Work completed up to the time of termination. The LOCAL AGENCY agrees to pay all costs associated with termination, including contractor claims, in accordance with Section 6.

5. ACCEPTANCE

- 5.1 Prior to Work acceptance, the STATE and LOCAL AGENCY will perform a joint final inspection. The LOCAL AGENCY agrees, upon satisfactory completion of the Work and receipt of a Notice of Physical Completion of the Work, as determined by the STATE, to deliver a letter of acceptance to the STATE which shall include a release of the STATE from all future claims or demands of any nature resulting from the performance of the Work and STATE administration thereof, outside STATE right of way, subject to any contractor claims (Section 8) caused by the negligent acts or omissions of the STATE in administering the Work.
- 5.2 If a letter of acceptance is not received by the STATE within ninety (90) days following delivery of a Notice of Physical Completion of the Work to the LOCAL AGENCY, the Work and STATE administration thereof shall be considered accepted by the LOCAL AGENCY, and the STATE shall be released from all future claims and demands of any nature resulting from the performance of the Work and the STATE's administration thereof, outside STATE right of way, subject to any contractor claims (Section 8) caused by the negligent acts or omissions of the STATE in administering the Work.
- 5.3 The LOCAL AGENCY may withhold its acceptance of the Work by submitting written notification to the STATE within thirty (30) days following delivery of a Notice of Physical Completion of the Work. This notification shall include the reason(s) for withholding acceptance.

6. PAYMENT

- 6.1 The LOCAL AGENCY, in consideration of the faithful performance of the Work performed by the STATE and its contractor, agrees to reimburse the STATE for the actual direct and related indirect costs of the Work, as estimated in Exhibit A.
- 6.2 If the Parties have a reciprocal overhead agreement in place effective as of the date of this Agreement, the STATE's overhead rate will not be charged. In this event, the STATE will only invoice for actual direct salary and direct non-salary costs for the STATE's contract administration.

- 6.3 The STATE shall provide detailed invoices to the LOCAL AGENCY for the Work performed by the STATE and its contractor or for costs incurred as provided in Sections 1.2.2, 1.5, 2.4, 4.8 or 8.1.4, and the LOCAL AGENCY agrees to make payment within thirty (30) days from receipt of an invoice. A payment will not constitute agreement as to the appropriateness of any item. At the time of the final invoice, the Parties will resolve any discrepancies.
- 6.4 The LOCAL AGENCY agrees that if it does not make payment within ninety (90) days after receipt of an invoice, the STATE may deduct and expend any monies to which the LOCAL AGENCY is entitled to receive from the Motor Vehicle Fund.
- 6.5 Advance Payment: If an advance payment is required, the LOCAL AGENCY agrees to pay the STATE the "Advance Payment Amount," shown above, within twenty (20) days after receipt of Project contract award notification. The advance payment represents approximately fifteen percent (15%) of the cost estimate and covers costs incurred by the STATE in the initial stages of the Work. The advance payment will be carried throughout the life of the LOCAL AGENCY's cost obligations, with final adjustment made in the final invoice.
- 6.6 Increase in Cost: In the event unforeseen conditions require an increase in the cost of the Work above the cost estimate (including sales tax, engineering, and contingencies) by more than twenty-five (25) percent, the Parties agree to modify this Agreement by executing a written amendment to address the increase pursuant to Section 10.1, or implement Section 4.8.

7. RIGHT OF ENTRY

- 7.1 The LOCAL AGENCY hereby grants to the STATE and its authorized agents, contractors, subcontractors, and employees, a right of entry upon all land in which the LOCAL AGENCY has an interest for the purpose of constructing the Project.
- 7.2 Where applicable, the LOCAL AGENCY hereby grants to the STATE and its authorized agents, contractors, subcontractors, and employees, a right of entry upon all land in which the LOCAL AGENCY has an interest for the STATE to construct, operate, maintain and/or reconstruct signal loop detectors and appurtenances for signals belonging to the STATE, if any, that are constructed within the LOCAL AGENCY's right of way. The terms of this Section 7.2 shall survive the termination of this Agreement.

8. CLAIMS

8.1 Claims for Additional Payment

- 8.1.1 In the event the contractor makes claims for additional payment associated with the Work, the STATE will immediately notify the LOCAL AGENCY of such claims. Such claims shall be made in the manner and form as provided for in the Standard Specifications.
- 8.1.2 The LOCAL AGENCY shall not be obligated to pay such claims or their cost of defense to the extent that the claims are caused by the negligent acts or omissions of the STATE in administering the Work.
- 8.1.3 The LOCAL AGENCY shall have the right to review and comment on any settlement for claims associated with the Work. However, the STATE shall have the ultimate right to settle such claims. In the event the LOCAL AGENCY does not agree with the claim settlement as negotiated by the STATE, the LOCAL AGENCY shall reserve the right to not financially participate in the negotiated claim settlement. If agreement cannot be reached between the LOCAL AGENCY and the STATE on a claim settlement, the Parties agree to follow the dispute resolution procedure in Section 10.7.
- 8.1.4 If the STATE agrees, the LOCAL AGENCY may defend contractor claims associated with the Work at its own cost, and in doing so, the LOCAL AGENCY agrees to pay any resulting settlement, court judgment or arbitration award. The STATE will cooperate with the LOCAL AGENCY in the LOCAL AGENCY's defense of the claims. The LOCAL AGENCY agrees to reimburse any STATE costs, including attorneys fees, incurred in providing such assistance in accordance with Section 6.

8.2 Claims for Damages: After Work acceptance, in the event of claims for damages or loss attributable to bodily injury, sickness, death, or injury to or destruction of property that occurs within the limits of the Work located on the LOCAL AGENCY's right of way, the LOCAL AGENCY shall defend such claims and hold harmless the STATE therefrom, and the STATE shall not be obligated to pay any claim, judgment or cost of defense. Nothing in this Section, however, shall remove from the STATE any responsibility defined by the current laws of the state of Washington or from any liability for damages caused by the STATE's own negligent acts or omissions independent of the Work performed pursuant to this Agreement.

9. OWNERSHIP, OPERATION, AND MAINTENANCE

9.1 Upon acceptance of the Work as provided in Section 5, the LOCAL AGENCY shall be the sole owner of that portion of the Work located within the LOCAL AGENCY's right of way, and the LOCAL AGENCY shall be solely responsible for ownership and all future operation and maintenance of the Work at its sole cost, without expense, cost, or liability to the STATE.

9.2 STATE facilities constructed on LOCAL AGENCY right of way, if any, as identified in Section 7.2 shall be owned by the STATE, and the STATE shall be responsible for the operation and maintenance of such facilities at the STATE's sole cost, until removed. The terms of this Section shall survive the termination of this Agreement.

10. GENERAL PROVISIONS

10.1 Amendment: This Agreement may be amended or modified only by the mutual agreement of the Parties. Such amendments or modifications shall not be binding unless they are in writing and signed by persons authorized to bind each of the Parties.

10.2 Termination: Neither the STATE nor the LOCAL AGENCY may terminate this Agreement without the written concurrence of the other Party, except as otherwise provided under Sections 1.2.2, 1.5, 2.4, and 2.6.

10.2.1 If this Agreement is terminated prior to the fulfillment of the terms stated herein, the LOCAL AGENCY agrees to reimburse the STATE for the actual direct and related indirect expenses and costs it has incurred for the Work up to the date of termination, as well as the costs of non-cancelable obligations.

10.2.2 Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.

10.3 Independent contractor: The STATE shall be deemed an independent contractor for all purposes, and the employees of the STATE or any of its contractors, subcontractors, consultants, and the employees thereof, shall not in any manner be deemed to be employees of the LOCAL AGENCY.

10.4 Indemnification: The Parties shall protect, defend, indemnify, and hold harmless each other and their employees, authorized agents, and/or contractors, while acting within the scope of their employment as such, from any and all costs, claims, judgments, and/or awards of damages (both to persons and/or property), arising out of, or in any way resulting from, each Party's obligations to be performed pursuant to the provisions of this Agreement. The Parties shall not be required to indemnify, defend, or hold harmless the other Party if the claim, suit, or action for injuries, death, or damages (both to persons and/or property) is caused by the negligence of the other Party; provided that, if such claims, suits, or actions result from the concurrent negligence of (a) the STATE, its employees, authorized agents, or contractors and (b) the LOCAL AGENCY, its employees or authorized agents, or involves those actions covered by RCW 4.24.115, the indemnity provisions provided herein shall be valid and enforceable only to the extent of the negligence of each Party, its employees, authorized agents, and/or contractors.

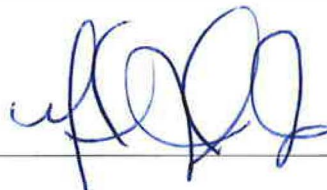
10.5 Acceptance of Liability: The LOCAL AGENCY agrees and accepts full liability for (1) the PS&E provided for the Work to the STATE, if any; and (2) for any Work the LOCAL AGENCY has provided direction to the STATE to design and/or construct outside the STATE's right of way and/or STATE's jurisdiction that does not meet STATE standards.

10.6 Survivability: Sections 10.4 and 10.5 shall survive the termination of this Agreement.


- 10.7 Disputes: In the event that a dispute arises under this Agreement, it shall be resolved as follows: The STATE and the LOCAL AGENCY shall each appoint a member to a disputes board, these two members shall select a third board member not affiliated with either Party. The three-member board shall conduct a dispute resolution hearing that shall be informal and unrecorded. An attempt at such dispute resolution in compliance with aforesaid process shall be a prerequisite to the filing of any litigation concerning the dispute. The Parties shall equally share in the cost of the third disputes board member; however, each Party shall be responsible for its own costs and fees.
- 10.8 Venue: In the event that either Party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this Agreement, the Parties agree that any such action or proceedings shall be brought in Thurston County Superior Court. Further, the Parties agree that each will be solely responsible for payment of its own attorneys fees, witness fees, and costs.
- 10.9 Audits/Records: All Project records for the Work in support of all costs incurred shall be maintained by the STATE for a period of three (3) years. The LOCAL AGENCY shall have full access to and right to examine said records, during normal business hours and as often as it deems necessary. Should the LOCAL AGENCY require copies of any records, it agrees to pay the costs thereof. The Parties agree that the Work performed herein is subject to audit by either or both Parties and/or their designated representatives, and/or state of Washington and/or the federal government.
- 10.10 Term of Agreement: Unless otherwise provided herein, the term of this Agreement shall commence as of the date this Agreement is fully executed and shall continue until the Work is accepted by the LOCAL AGENCY pursuant to Section 5, or as otherwise provided herein, and all obligations for payment have been met.
- 10.11 Working Days: Working days for this Agreement are defined as Monday through Friday, excluding Washington State holidays per RCW 1.16.050.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Party's date signed last below.

LOCAL AGENCY

By 
 Name Neil Johnson
 Title MAYOR
 Date 24 August 2010

**STATE OF WASHINGTON
DEPARTMENT OF TRANSPORTATION**

By 
 Name Steve Roark
 Title XRA - construction
 Date 9/2/10

GCA-6614

Exhibit A

Description of Work

The State has a project to widen SR410 from mp 15.61 to mp 17.10 within the City of Bonney Lake corporate limits titled, 214th Ave. E. to 234th Ave. E. – Widening. The City has requested the State to change three separate areas in the Contract per their design requirements to accommodate future projects in the area. The three changes to the contract are: Pond A Modification, Pond C Relocation, and 214th Area Widening/Drainage Addition.

Pond A Modification

The City of Bonney Lake requested that Pond A be redesigned to a greater capacity for their future 214th Ave. improvement. WSDOT complied with their request and Pond A was redesigned by the City of Bonney Lake.

J.R. Hayes began construction of Pond A and had already dug it down to finish grade when the City of Bonney Lake learned that the cost to construct the new design of Pond A was priced beyond their budget. The cost for additional quantities of LLDE geomembrane lining needed for the larger pond was cost prohibitive. They directed J.R. Hayes and WSDOT to stop construction of the pond.

WSDOT engineers redesigned Pond A because they could not easily go back to the original design since the pond had already been excavated to the City of Bonney Lake's design. As a result, WSDOT's modified Pond A back to the original capacity specified in the Contract while keeping within the geometric constraints of the existing excavation.

The total estimated costs for all work towards Bonney Lake's initial modified design of Pond A, and all work towards WSDOT's final modified design of Pond A is \$151,032.21. See exhibit B for estimated quantities and prices for Pond A modification.

Pond C Relocation

The City of Bonney Lake requested that Pond C be relocated to the Southeast to accommodate their plans to build a connecting road from 96th Ave. to a future frontage road. WSDOT agreed to the City of Bonney Lake's request and redesigned the location of Pond C while keeping the capacity and geometry of the pond the same.

A total cost of \$5,223.20 was estimated to design and build Pond C in its new location. See exhibit B for estimated quantities and prices for Pond C relocation.

214th Area Widening / Drainage Addition

The City of Bonney Lake requested that SR410 from sta 399+51 rt. to 409+30 rt. be redesigned to allow room for a future left hand turn lane to be added from westbound SR410 onto 214th Ave. E. If SR410 is built to the current plan, approximately 1000' of drainage runs, road, and curb would have to be torn out to accommodate the city's future plan. WSDOT agreed to their request and directed the City of Bonney Lake to design the changes.

A total cost of \$ 36,170.40 was estimated by the City of Bonney Lake for the widening and additional drainage run. See exhibit B for estimated quantities and prices for 214th Area Widening / Drainage Addition.

GCA-6614
Exhibit B

Summary of Costs

Total: Pond A Modification, Pond C Relocation, and 214th Widening / Drainage Addition	\$	192,425.81
Construction Engineering at 10%	\$	19,242.58
Contigencies at 4%	\$	7,697.03
Administrative Overhead, per Overhead Agreement OH-00117		\$0.00
Grand Total: Pond A Modification, Pond C Relocation, and 214th Widening / Drainage Addition	\$	<u>219,365.42</u>

GCA-6614

Exhibit B

Estimate of Cost

Pond A Modification

Bid Item #	Item description	Unit	Plan Qty.	Revised Qty.	City Qty.	Price	Amount
2	Clearing and Grubbing	ACRE	0.4	1.75	1.35	\$ 2,765.00	\$ 3,732.75
11	Roadway Exc. Incl. Haul - Pond A	CY	3140	16772	13632.00	\$ 8.15	\$ 111,100.80
15	Select Borrow Incl. Haul	TON	100	1049	949.00	\$ 6.90	\$ 6,548.10
16	Embankment Compaction	CY	50	513	463.00	\$ 0.75	\$ 347.25
20	Quarry Spalls	TON	251	113	(138.00)	\$ 9.40	\$ (1,297.20)
33	Testing Storm Sewer Pipe	LF	94	114	20.00	\$ 1.20	\$ 24.00
37	Schl. A Storm Sewer Pipe 18" Diam.	LF	94	114	20.00	\$ 30.00	\$ 600.00
75	ESC Lead	DAY	3	4	1.00	\$ 101.00	\$ 101.00
78	Street Cleaning	HOUR	10	40	30.00	\$ 101.00	\$ 3,030.00
80	Silt Fence	LF	0	450	450.00	\$ 5.10	\$ 2,295.00
81	Erosion/ Water Pollution Control	DOLLAR	10000	10788.03	788.03	\$ 1.00	\$ 788.03
87	Seeding, Fertilizing, and Mulching	ACRE	0	0.52	0.52	\$ 1,634.00	\$ 849.68
89	Topsoil Type B	CY	250	555.6	305.60	\$ 37.00	\$ 11,307.20
139	High Visibility Fence	LF	580	780	200.00	\$ 3.10	\$ 620.00
179	Structure Exc. Class B Incl. Haul	CY	60	65	5.00	\$ 2.10	\$ 10.50
180	Shoring or Extra Exc. Class B	SF	220	221	1.00	\$ 0.10	\$ 0.10
193	Coated Chain Link Fence Type 3	LF	670	1070	400.00	\$ 15.00	\$ 6,000.00
195	Coated End, Gate, Corner, Pull Post for C.L.F.	EACH	16	35	19.00	\$ 203.00	\$ 3,857.00
197	Double 20 ft. Coated Chainlink Gate	EACH	1	2	1	\$ 1,118.00	\$ 1,118.00
	SUB TOTAL Pond A:						\$ 151,032.21

GCA-6614
Exhibit B

Estimate of Cost

Pond C Relocation

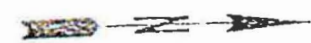
Bid Item #	Item description	Unit	Plan Qty.	Revised Qty.	City Qty.	Price	Amount
13	Roadway Exc. Incl. Haul - Pond C	CY	3210	4920	1710.00	\$ 7.80	\$ 13,338.00
15	Select Borrow Incl. Haul	TON	1360	400	(960.00)	\$ 6.90	\$ (6,624.00)
16	Embankment Compaction	CY	700	200	(500.00)	\$ 0.75	\$ (375.00)
20	Quarry Spalls	TON	360	380	20.00	\$ 9.40	\$ 188.00
33	Testing Storm Sewer Pipe	LF	1306	1197	(109.00)	\$ 1.20	\$ (130.80)
37	Schl. A Storm Sewer Pipe 18" Diam.	LF	1306	1197	(109.00)	\$ 30.00	\$ (3,270.00)
139	High Visibility Fence	LF	310	790	480.00	\$ 3.10	\$ 1,488.00
195	Coated End, Gate, Corner, Pull Post for C.L.F.	EACH	16	19	3.00	\$ 203.00	\$ 609.00
	SUB TOTAL Pond C:						\$ 5,223.20

GCA-6614
Exhibit B

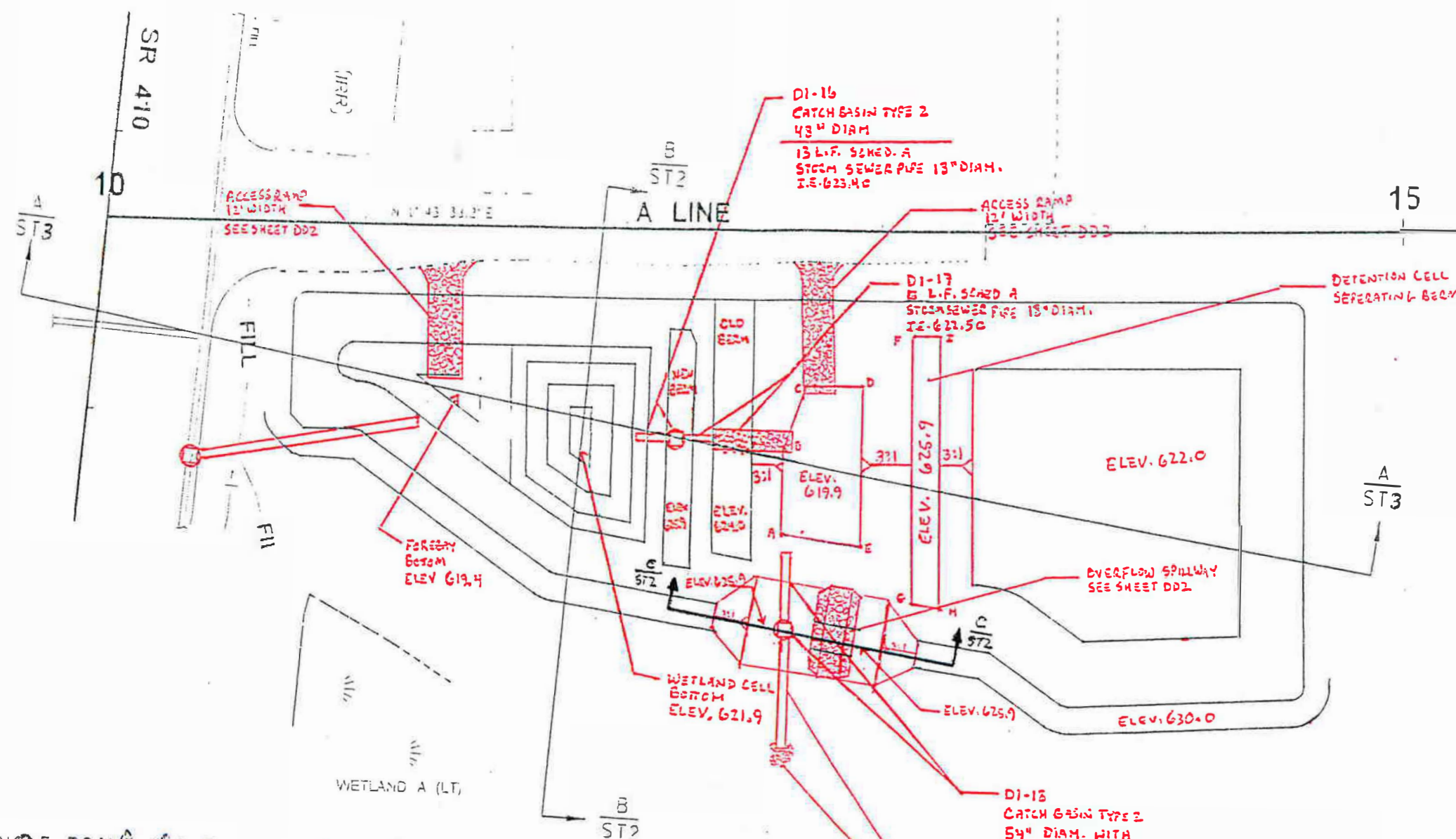
Estimate of Cost

214th Widening / Drainage Addition

Bid Item #	Item description	Unit	Plan Qty.	Revised Qty.	City Qty.	Price	Amount
10	Roadway Exc. Incl. Haul	C.Y.	66	386	320.00	\$ 5.80	\$ 1,856.00
15	Select Borrow Incl. Haul	TON	52	141	89.00	\$ 6.90	\$ 614.10
16	Embankment Compaction	C.Y.	28	76	48.00	\$ 0.75	\$ 36.00
28	Catch Basin Type 1L	EACH	0	1	1.00	\$ 1,072.00	\$ 1,072.00
35	Cl. IV Reinf. Conc. Storm Sewer Pipe 18 In. Diam.	L.F.	0	215	215.00	\$ 40.00	\$ 8,600.00
62	Crushed Surfacing Base Course	TON	154	797	643.00	\$ 10.90	\$ 7,008.70
65	HMA For Preleveling Cl. 1/2 In. PG 64-22	TON	128	166	38.00	\$ 71.00	\$ 2,698.00
66	HMA Cl. 1/2 In. PG 64-22	TON	340	650	310.00	\$ 60.00	\$ 18,600.00
70	HMA For Approach Cl. 1/2 In. PG 64-22	TON	40	20	(20.00)	\$ 136.00	\$ (2,720.00)
155	Paint Line	L.F.	0	92	92.00	\$ 0.20	\$ 18.40
179	Structure Exc. Class B Incl. Haul	C.Y.	0	80	80.00	\$ 2.10	\$ 168.00
180	Shoring or Extra Exc. Class B	S.F.	0	552	552.00	\$ 0.10	\$ 55.20
187	Cement Conc. Sidewalk	S.Y.	51	0	(51.00)	\$ 36.00	\$ (1,836.00)
	SUB TOTAL 214th Widening / Drainage Addition:						\$ 36,170.40



QUANTITIES (THIS SHEET)	
CLEARING AND GRUBBING	1.75 AC
ROADWAY EXCAVATION INCL. HAUL - AREA POND A	16,772 CY
SELECT BORROW INCL. HAUL	1049 tons
QUARRY SPALLS	113 T
TOPSOIL TYPE B	556 CY

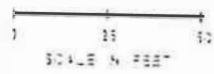


CURVE AND ANGLE POINT TABLE

POINT	STATION	OFFSET	ANGLE
A	A 12+00	0.00	0°
B	A 12+05	1.50	10°
C	A 12+10	3.00	20°
D	A 12+15	4.50	30°
E	A 12+20	6.00	40°
F	A 12+25	7.50	50°
G	A 12+30	9.00	60°
H	A 12+35	10.50	70°
I	A 12+40	12.00	80°
J	A 12+45	13.50	90°
K	A 12+50	15.00	100°
L	A 12+55	16.50	110°
M	A 12+60	18.00	120°
N	A 12+65	19.50	130°
O	A 12+70	21.00	140°
P	A 12+75	22.50	150°
Q	A 12+80	24.00	160°
R	A 12+85	25.50	170°
S	A 12+90	27.00	180°
T	A 12+95	28.50	190°
U	A 13+00	30.00	200°
V	A 13+05	31.50	210°
W	A 13+10	33.00	220°
X	A 13+15	34.50	230°
Y	A 13+20	36.00	240°
Z	A 13+25	37.50	250°

ANGLE POINT TABLE

POINT	STATION	OFFSET
A	A 12+61	109' RT
B	A 12+61	80' RT
C	A 12+71	56' RT
D	A 12+93	56' RT
E	A 12+93	115' RT
F	A 13+11	38' RT
G	A 13+11	136' RT
H	A 13+21	138' RT
I	A 13+21	38' RT

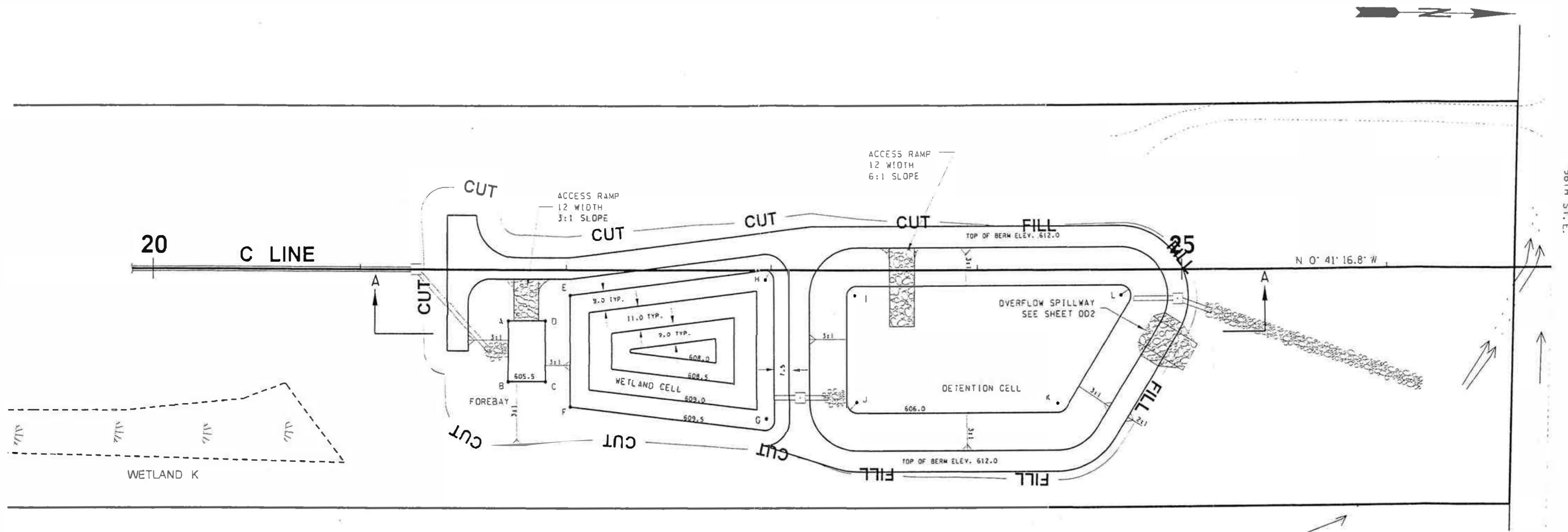


POND A

GCA-6614
Exhibit C
Sheet 1 of 4

LEGEND

- FILL —
- CATCH BASIN SLOPES
- QUARRY SPALLS
- DETENTION CELL
- OVERFLOW
- DETENTION CELL SEPARATING BEAM
- DETENTION CELL BOTTOM



CURVE AND ANGLE POINT TABLE

POINT	STATION	OFFSET	RADIUS
A	C 21+71.77	23.78 RT	AP
B	C 21+71.82	52.78 RT	AP
C	C 21+89.82	52.75 RT	AP
D	C 21+89.77	23.75 RT	AP
E	C 22+01.73	11.78 RT	AP
F	C 22+01.85	64.67 RT	AP
G	C 22+96.86	70.94 RT	4.50
H	C 22+96.74	4.52 RT	4.50
I	C 23+41.75	12.47 RT	5.00
J	C 23+41.84	62.47 RT	5.00
K	C 24+38.86	62.29 RT	5.00
L	C 24+70.05	12.23 RT	5.00

AP = ANGLE POINT

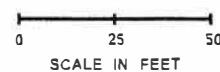
QUANTITIES (THIS SHEET)	
CLEARING AND GRUBBING	0.90 AC
ROADWAY EXCAVATION INCL. HAUL - AREA POND C	4920 CY
SELECT BORROW INCL. HAUL	400 T
QUARRY SPALLS	351 T
TOPSOIL TYPE B	440 CY

LEGEND

- CUT - FILL - CUT/FILL CATCH SLOPES
- QUARRY SPALLS
- CATCH BASIN
- CULVERT
- EXISTING WETLAND
- CHAINLINK FENCE TYPE 3

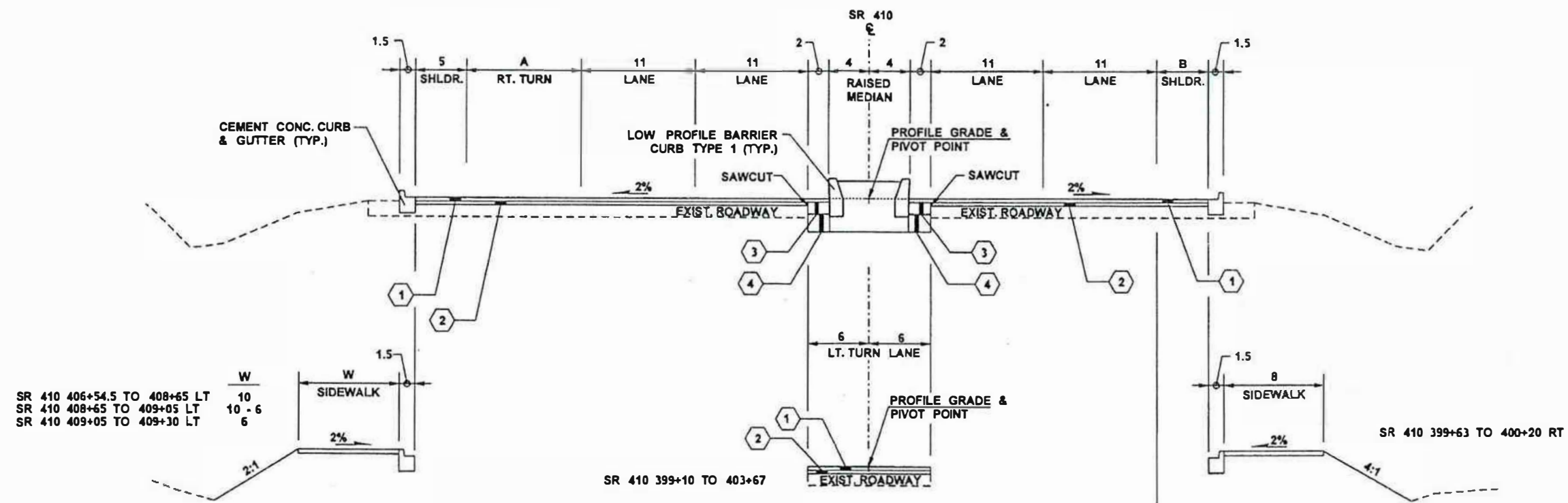
GCA-6614
Exhibit C
Sheet 2 of 4

NOTE: ALL DIMENSIONS ARE IN FEET, UNLESS OTHERWISE DESIGNATED



POND C

FILE NAME	G:\DESIGNSR 410\214th to 234th\11.00 CADD\backups\IP2951_DE_DR_DETAIL.dgn	REGION NO.	10	STATE	WASH	FED.AID PROJ.NO.				SR 410 214TH AVE. E. TO 234TH AVE. E. WIDENING STORMWATER TREATMENT DETAILS	Plot 5
TIME	11:45:13 AM	JOB NUMBER	09C515	CONTRACT NO.		LOCATION NO.					PLAN REF NO
DATE	7/12/2010									SHEET	91
PLOTTED BY	moeckeT									OF	250
DESIGNED BY	T. HO									SHEETS	
ENTERED BY	T. HO										
CHECKED BY	M. HOFFMAN										
PROJ. ENGR.	M. NEBERGALL										
REGIONAL ADM.	K. DAYTON	REVISION		DATE		BY					



SR 410 406+54.5 TO 408+65 LT 10
 SR 410 408+65 TO 409+05 LT 10 - 6
 SR 410 409+05 TO 409+30 LT 6

SR 410 399+63 TO 400+20 RT

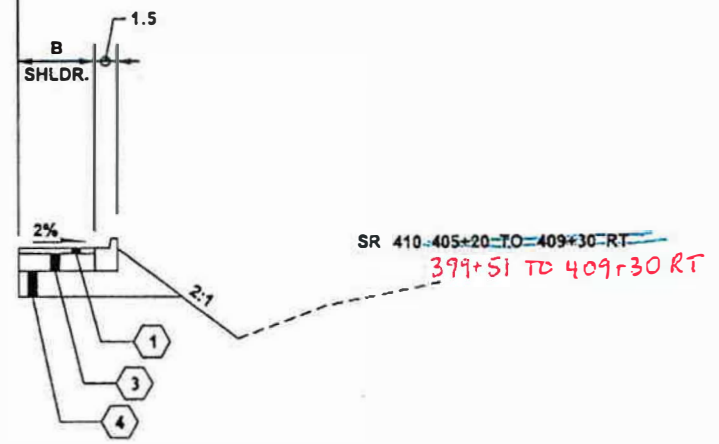
SR 410 399+10 TO 403+67

~~SR 410 405+20 TO 409+30 RT~~
 399+51 TO 409+30 RT

ROADWAY SECTION A
 SR 410 399+10 TO 409+30

LINE	STATION TO STATION	A	B
SR 410	399+10 TO 400+20	12	10
SR 410	400+20 TO 400+50	12	10-5
SR 410	400+50 TO 407+34	12	5
SR 410	407+34 TO 408+34	12-0	5
SR 410	408+34 TO 409+30	0	5

LINE	STATION TO STATION	A	B
SR 410	399+10 TO 399+51	12	10
SR 410	399+51 TO 399+63	12	10-22.5
SR 410	399+63 TO 400+60	12	22.5
SR 410	400+60 TO 400+67	12	22.5-21.5
SR 410	400+67 TO 400+96	12	21.5 TO 17.0
SR 410	400+96 TO 402+05	12	17.0
* SR 410 RT	402+05 TO 407+45	X	17.0 - 5.0
* SR 410 RT	407+45 TO 408+34	X	5.0
* SR 410 LT	402+05 TO 407+34	12	X
* SR 410 LT	407+34 TO 408+34	12-0	X
SR 410	408+34 TO 409+30	0	5.0



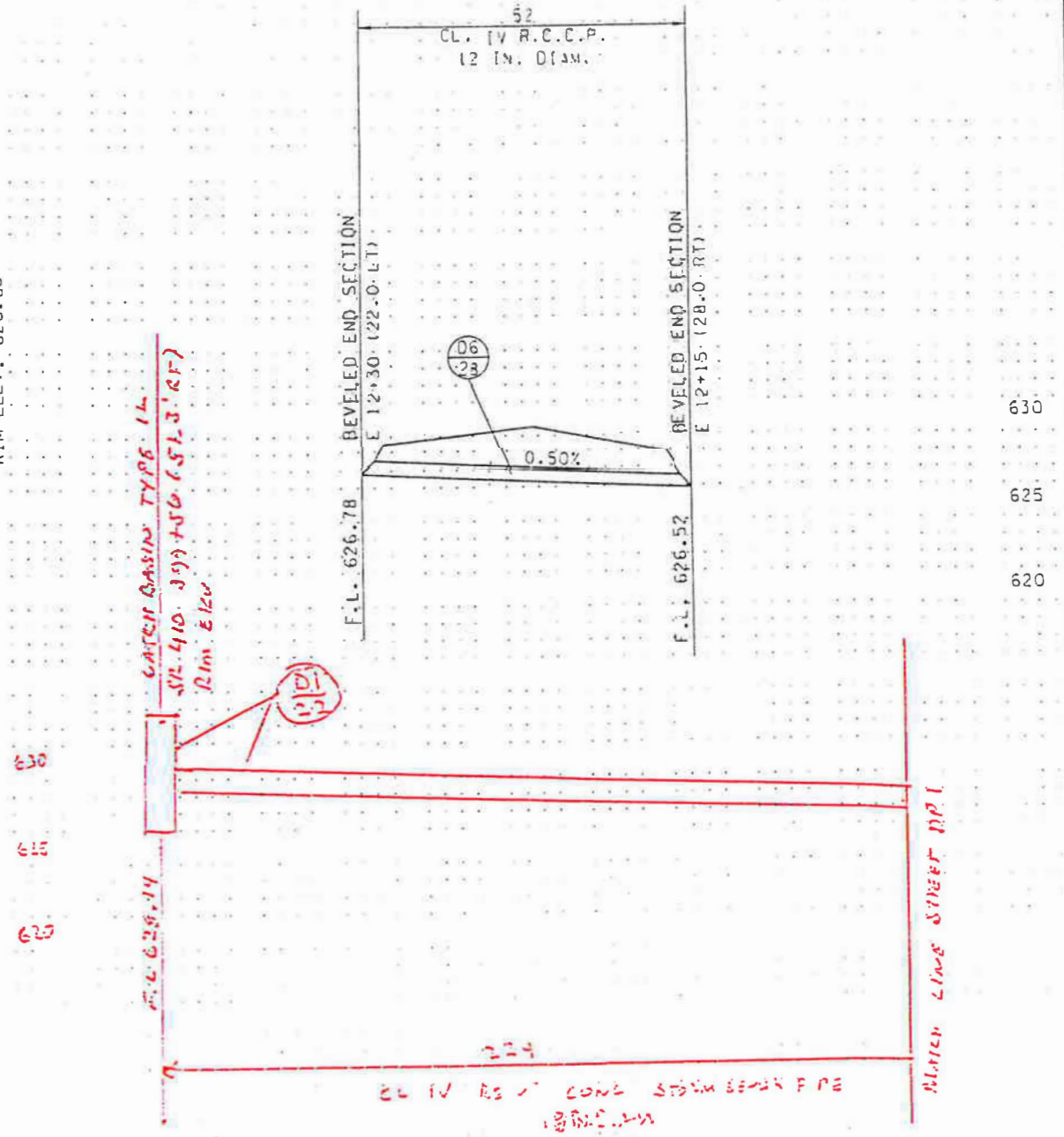
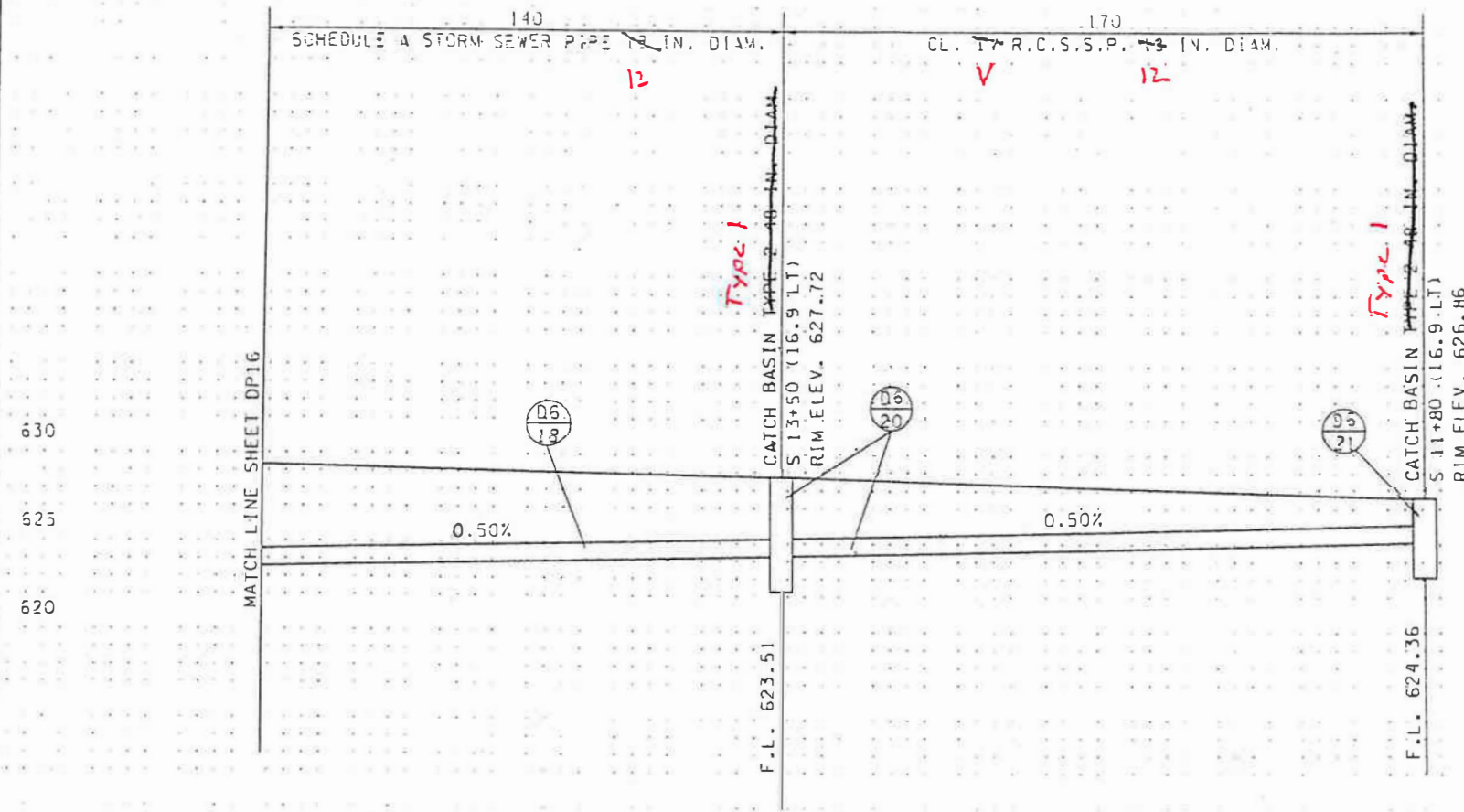
LEGEND

MATERIALS	COMP. DEPTH
① HMA 1/2" PG 64-22	0.15
② PRE-LEVEL HMA 1/2" PG 64-22	0 - 0.25
③ HMA 1/2" PG 64-22	0.50
④ CRUSHED SURFACING BASE COURSE	1.25

GCA-6614
 Exhibit C
 Sheet 3 of 4

NOTES: 1. ALL DIMENSIONS ARE IN FEET UNLESS OTHERWISE NOTED.
 2. ALL DEPTHS SHOWN ARE FINAL COMPACTED DEPTHS.
 3. SEE STANDARD SPECIFICATIONS FOR MAXIMUM LIFT DEPTHS.

FILE NAME	O:\DES\GNSR 410\214th to 234th\11.00 CADD\backups\P2951 PS_RS.dgn			REGION NO.	STATE	FED.AID PROJ.NO.			SR 410 214TH AVE. E. TO 234TH AVE. E. WIDENING	Plot 1
TIME	3:22:56 PM			10	WASH					R1
DATE	11/30/2009			JOB NUMBER		LOCATION NO.	12/2/09			SHEET 13 OF 250 SHEETS
PLOTTED BY	DoddR			CONTRACT NO.						
DESIGNED BY	T. HO									
ENTERED BY	R. DODD									
CHECKED BY	M. HOFFMAN									
PROJ. ENGR.	M. NEBERGALL									
REGIONAL ADM.	K. DAYTON			REVISION	DATE	BY				



GCA-6614
Exhibit C
Sheet 4 of 4

FILE NAME: G:\DESIGN\SR 410\214th to 234th\1130 CADD\locuss\2951_PR_SH_DP.dgn		REGION: 10 WASH		FED.AID PROJ.NO:			SR 410 214TH AVE. E. TO 234TH AVE. E. WIDENING		Plot 17 PLAN REF ID DP17
TIME: 11:17:15 AM	DATE: 5/2/2010	JOB NUMBER: 09C515		LOCATION NO:			DRAINAGE PROFILE		SHEET 82 OF 250 SHEET 3
PLOTTED BY: HoffmaM	DESIGNED BY: T HO	CONTRACT NO:		DATE:					
ENTERED BY: R. DODD	CHECKED BY: M HOFFMAN								
PROJ ENGR: M NEBERGALL	REGIONAL ADM: K DAYTON								

NOTE: 1. ALL OFFSETS ARE TO CENTER OF GRADE. 2. ALL DIMENSIONS ARE IN FEET UNLESS OTHERWISE NOTED.

10/27/2010 10:58:11 AM

SHEA-CARR-JEWELL

2100 QUAKER RD
 SUITE 100
 WASHINGTON, WA 98040
 WWW.SHEACARRJEWELL.COM

PROJECT	SR 410 / 214TH
DATE	10/27/10
SCALE	AS SHOWN
DESIGNER	SR 410 / 214TH



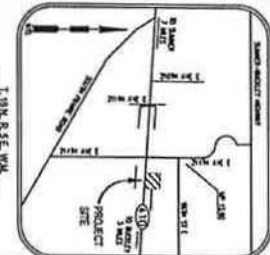
SR 410 / 214TH

INTERSECTION EXHIBIT

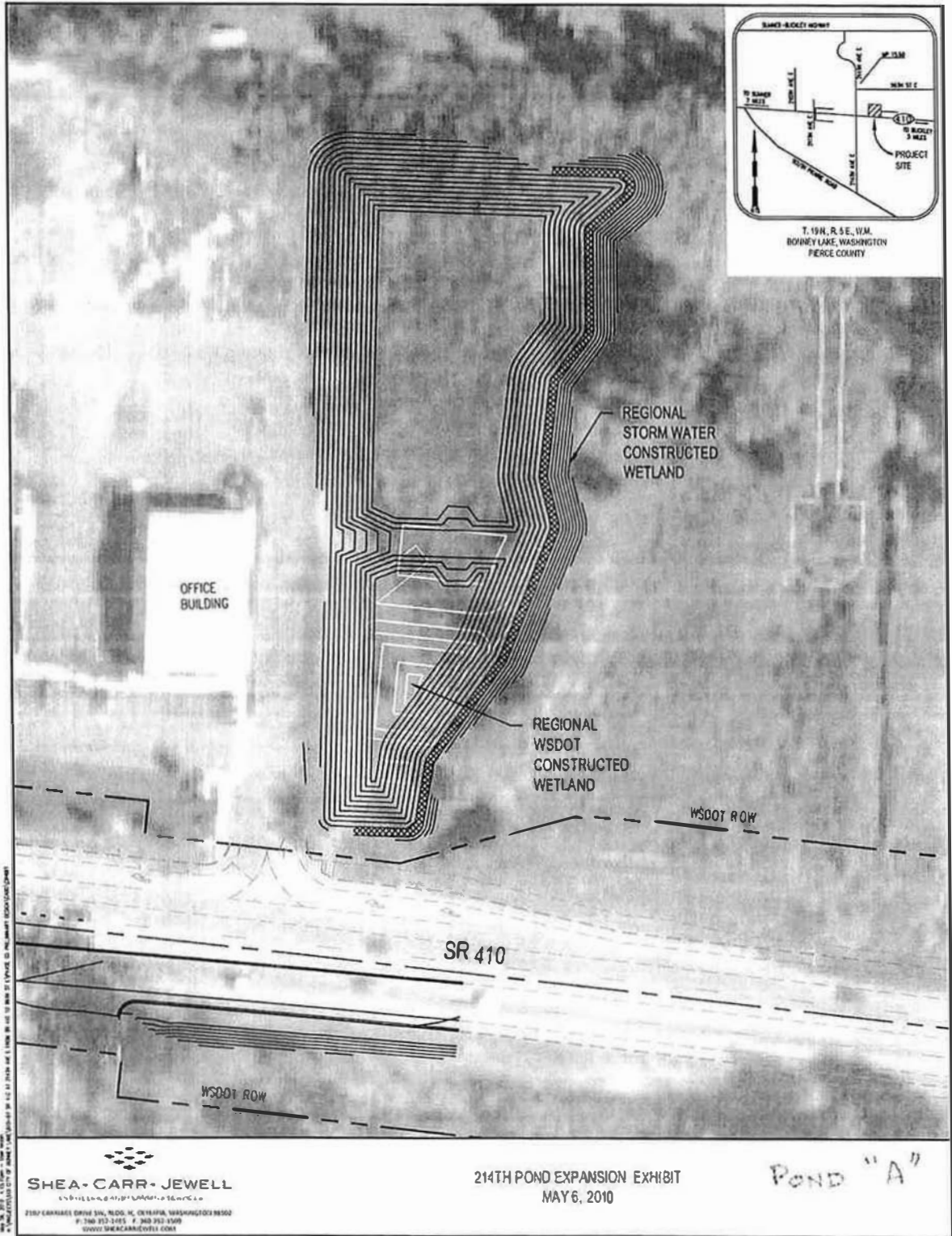
PROJECT	EX-1
DATE	10/27/10
SCALE	AS SHOWN
DESIGNER	SR 410 / 214TH



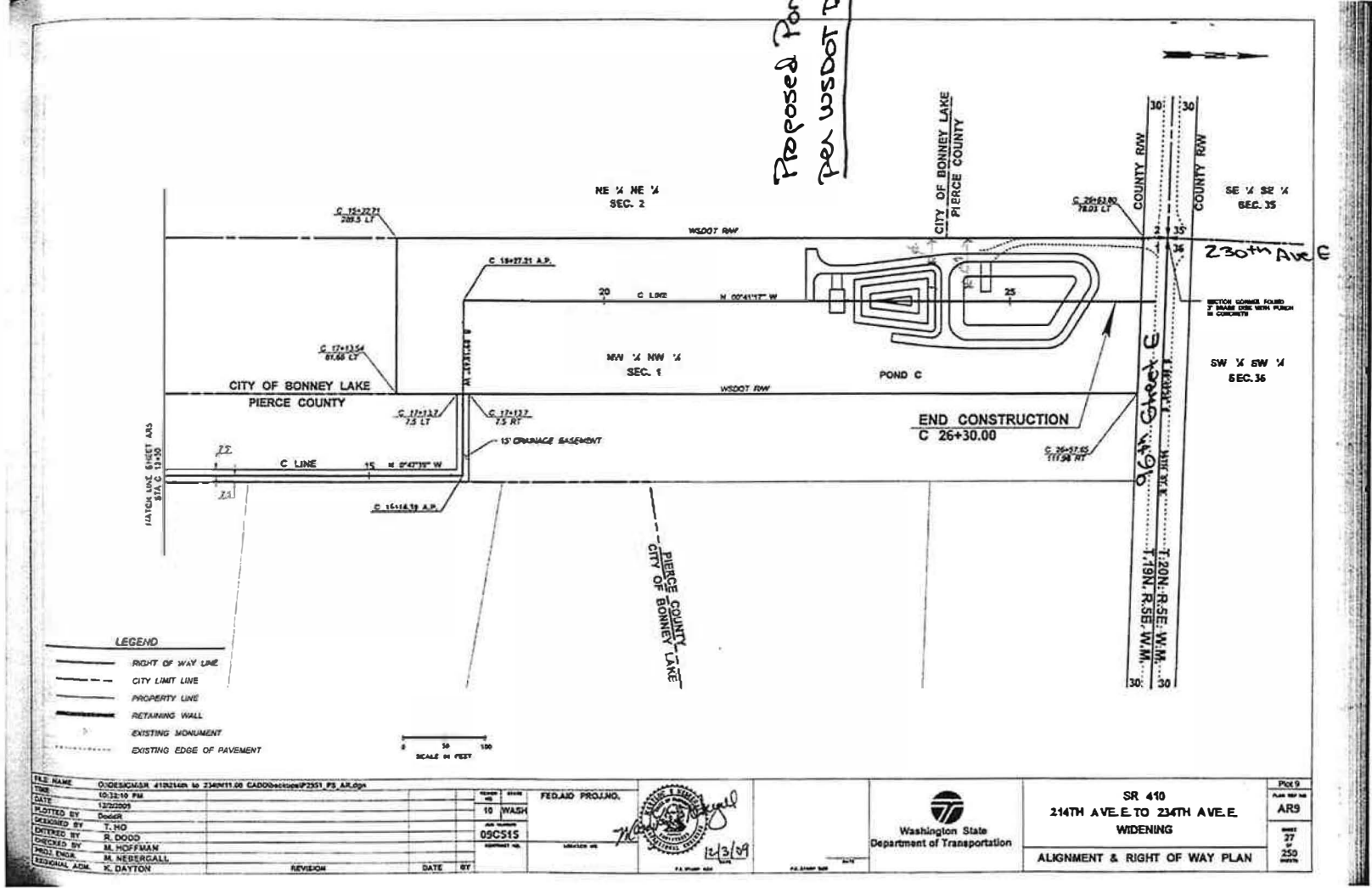
POND "A"



1.19N. R. 5 E. W4
 BONNEY LAKE, WASHINGTON
 PENCE COUNTY



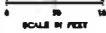
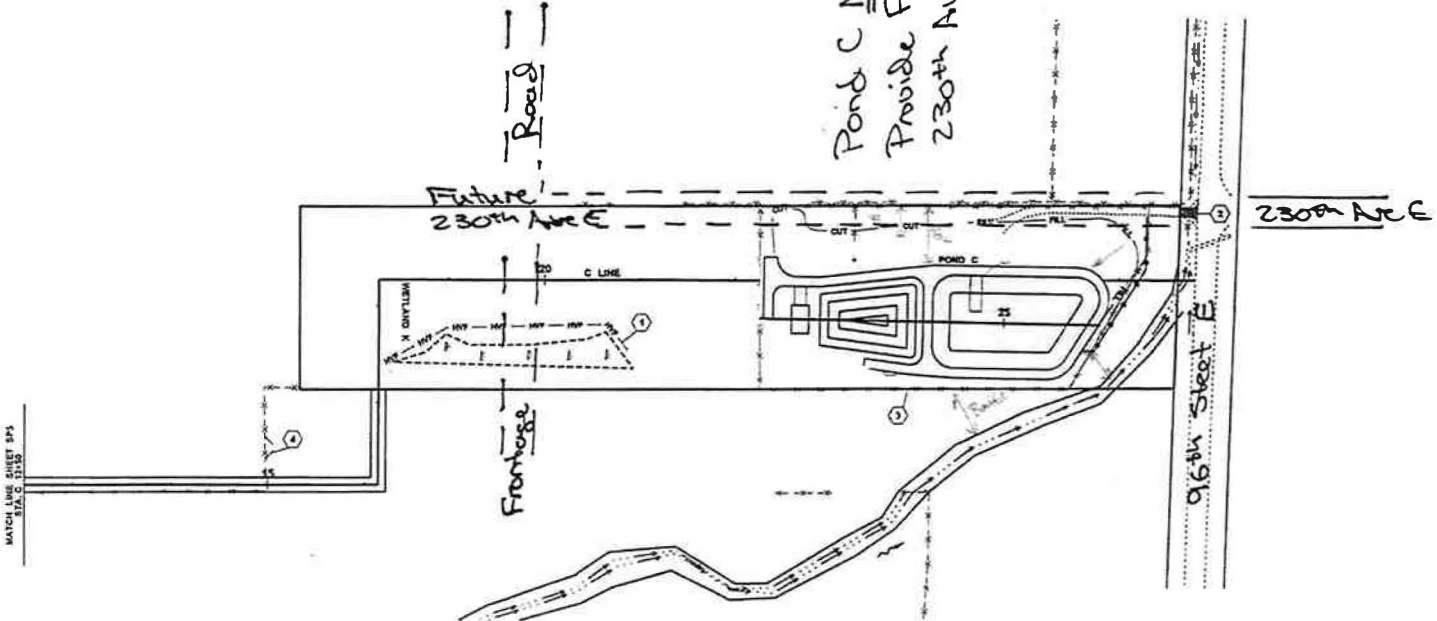
*Proposed Pond C
per WSDOT Design*



T.19N. R.5.E. W.M.

Pond C Moved to
Provide Future
230th Ave E connection.

MATCH LINE OFFSET 8'4"
- 25' - 10' - 15'



LEGEND

- CUT - FILL -	CUT/FILL CATCH SLOPE	---X---X---	EXISTING FENCE
---X---X---	SILT FENCE	---X---X---	EXISTING DITCH
---X---X---	CHAIN LINK FENCE	---X---X---	EXISTING GUARDRAIL
---HYP---HYP---	HIGH VISIBILITY FENCE	---X---X---	EXISTING CULVERT
---X---X---	CONSTRUCTION ENTRANCE	---X---X---	EXISTING CATCH BASIN
---X---X---	REMOVE PAVEMENT	---X---X---	EXISTING WETLAND
---X---X---	REMOVE EXISTING CULVERT SEE SPECIAL PROVISION "REMOVING STRUCTURES AND OBSTRUCTIONS"	---X---X---	CONSTRUCTION NOTE SEE SHEETS 011-2

FILE NAME	0:\DESIGN\4192146 to 234th\11.00 CAD\3d\sheet\PS9 SP.dgn
DATE	11/26/03
DESIGNED BY	Donor
DRAWN BY	T. MO
CHECKED BY	H. DODD
PROJECT ENGR.	M. HOFFMAN
REGIONAL ADM.	M. NEBERGALL
REVISION	DATE BY

STATE	WA	FED AID PROJ. NO.	
COUNTY	WA		
PROJECT NO.	09C515		



SR 410
214TH AVE. E. TO 234TH AVE. E.
WIDENING
SITE PREPARATION & TESC PLAN

Sheet	38
of	250
Scale	AS SHOWN

C-7866

4/14/2010

Change Order # 1 "Pond A and C Design Changes"

PRELIMINARY

Prepared by I. Nath

Quantities calculated by B. Johnson & I. Nath

Landscape Quantities calculated by E. Winkley, L. Fretts

Bid Item #	Item description	Unit	Plan Qty.	Revised Qty.	Net Qty.	Price	Amount
Pond A							
1	mobilization (?)	l.s.					\$ -
2	clearing and grubbing	acre	0.4	1.75	1.35	\$ 2,765.00	\$ 3,732.75
11*	roadway exc. Incl. haul -pond A	c.y.	3140	13200	10060.00	\$ 8.15	\$ 81,989.00
15	select borrow incl. haul		100	590	490.00	\$ 6.90	\$ 3,381.00
16	embankment compaction	c.y.	50	590	540.00	\$ 0.75	\$ 405.00
20	quarry spalls	ton	260	85	(175.00)	\$ 9.40	\$ (1,645.00)
27	LLDE geomembr. lining system	s.y.	730	7100	6370.00	\$ 6.00	\$ 38,220.00
29	catch basin type 2 54 in diam. flow restrictor with	each	1	0	(1.00)	\$ 3,518.00	\$ (3,518.00)
31	catch basin type 2 48 in diam.	each	1	0	(1.00)	\$ 1,915.00	\$ (1,915.00)
33	testing storm sewer pipe	l.f.	94	155	61.00	\$ 1.20	\$ 73.20
36	schl. A storm sewer pipe 12 "diam.	l.f.	0	60	60.00	\$ 24.00	\$ 1,440.00
37	schl. A storm sewer pipe 18 "diam.	l.f.	94	95	1.00	\$ 30.00	\$ 30.00
75	ESC lead	day	3	4	1.00	\$ 101.00	\$ 101.00
77	stabilized construction entrance	s.y.	115	115	0.00	\$ 6.00	\$ -
78	street cleaning	hour	10	80	70.00	\$ 101.00	\$ 7,070.00
79	inlet protection	each	4	4	1.00	\$ 61.00	\$ -
80	silt fence	l.f.	0	450	450.00	\$ 5.10	\$ 2,295.00
81	Erosion/ Water Pollution Control	dollar	10000	10000	0.00	\$ 1.00	\$ -
87	seeding, fertiliz, and mulching	acre	0	1.39	1.39	\$ 1,634.00	\$ 2,271.26
89	topsoil type B	c.y.	250	2246	1996.00	\$ 37.00	\$ 73,852.00
99	western crabapple	each	6	23	17.00	\$ 10.70	\$ 181.90
100	bittercherry	each	3	21	18.00	\$ 10.50	\$ 189.00
101	douglas fir	each	2	24	22.00	\$ 11.00	\$ 242.00
102	casara	each	2	23	21.00	\$ 11.00	\$ 231.00
103	western red cedar	each	6	29	23.00	\$ 10.50	\$ 241.50
104	western hemlock	each	2	15	13.00	\$ 11.50	\$ 149.50
105	vine maple	each	20	325	305.00	\$ 2.25	\$ 686.25

106	serviceberry	each	20	325	305.00	\$ 3.00	\$ 915.00
107	beaked hazelnut	each	20	325	305.00	\$ 3.25	\$ 991.25
108	oceanspray	each	20	325	305.00	\$ 2.30	\$ 701.50
109	tall oregon -grape	each	68	1224	1156.00	\$ 5.00	\$ 5,780.00
110	indian plum	each	20	325	305.00	\$ 2.50	\$ 762.50
111	red-flowering currant 12-18"	each	20	325	305.00	\$ 2.50	\$ 762.50
112	nootka rose 12-18"	each	108	308	200.00	\$ 2.20	\$ 440.00
113	red elderberry	each	17	323	306.00	\$ 5.50	\$ 1,683.00
114	snowberry	each	60	975	915.00	\$ 2.30	\$ 2,104.50
115	evergreen huckleberry	each	51	917	866.00	\$ 5.50	\$ 4,763.00
116	red-osier godwood 12-18"	each	50	300	250.00	\$ 2.50	\$ 625.00
117	black hawthorn	each	45	250	205.00	\$ 2.00	\$ 410.00
118	black twinberry	each	45	250	205.00	\$ 2.30	\$ 471.50
119	nine bark 12-18"	each	45	250	205.00	\$ 2.50	\$ 512.50
120	high-bush cranberry	each	45	250	205.00	\$ 2.60	\$ 533.00
121	spike rush	each	677	2550	1873.00	\$ 1.50	\$ 2,809.50
122	hard-stemmed bulrush	each	677	4700	4023.00	\$ 1.60	\$ 6,436.80
123	small -flowered bulrush	each	677	4700	4023.00	\$ 1.50	\$ 6,034.50
125	oregon ash	each	6	29	23.00	\$ 2.00	\$ 46.00
137	fine compost	c.y.	150	440	290.00	\$ 26.00	\$ 7,540.00
138	bark or wood chip mulch	c.y	90	250	160.00	\$ 25.00	\$ 4,000.00
139	high visibility fence	l.f.	580	780	200.00	\$ 3.10	\$ 620.00
179 *	struct. exc. class B incl. haul	c.y.	60	80	20.00	\$ 2.10	\$ 42.00
180 *	shoring or extra exc. Class B	s.f.	220	618	398.00	\$ 0.10	\$ 39.80
193	coated chain link fence type 3	l.f.	670	1140	470.00	\$ 15.00	\$ 7,050.00
195	coated end, gate, corner, pull post for CLF	each	16	26	10.00	\$ 203.00	\$ 2,030.00
197	double 20 ft. coated chain link gate	each	1	1	0.00	\$ 1,118.00	\$ -
201	Roadside Cleanup	dollar	1000	1000	0.00	\$ 1.00	\$ -
208	Construction Geotextile for Separation	S.Y.	730	0	(730.00)	\$ 1.10	\$ (803.00)
new *	catch basin type 2 54 in.diam. flow restrictor with with water release gate valve	each		2	2.00	\$ 3,600.00	\$ 7,200.00
SUB TOTAL Pond A:							\$ 274,204.21

Pond C								
13	roadway exc. Incl. haul -pond C	c.y.	3210	4920	1710.00	\$ 7.80	\$ 13,338.00	
15	select borrow incl. haul	c.y.	1360	400	(960.00)	\$ 6.90	\$ (6,624.00)	
16	embankment compaction	c.y.	700	200	(500.00)	\$ 0.75	\$ (375.00)	
20	quarry spalls	ton	360	380	20.00	\$ 9.40	\$ 188.00	
33	testing storm sewer pipe	l.f.	1306	1197	(109.00)	\$ 1.20	\$ (130.80)	
37	schl. A storm sewer pipe 18 "diam.	l.f.	1306	1197	(109.00)	\$ 30.00	\$ (3,270.00)	
139	high visibility fence	l.f.	310	790	480.00	\$ 3.10	\$ 1,488.00	
179 *	struct. exc. class B incl. haul	c.y.	1680	1680	0.00	\$ 2.10	\$ -	
180 *	shoring or extra exc. Class B	s.f.	7680	7680	0.00	\$ 0.10	\$ -	
195	coated end, gate, corner, pull post for CLF	each	16	19	3.00	\$ 203.00	\$ 609.00	
SUB TOTAL Pond C:							\$	5,223.20
TOTAL Pond A and Pond C:							\$	279,427.41

* quantites are not verified

* quantites ????

* new item

FINANCE COMMITTEE

DATE: May 11, 2010

ORIGINATOR: John Woodcock

TITLE: City Engineer

SUBJECT/DISCUSSION: Motion to adopt Resolution 2039 creating a contract with WSDOT to expand Pond A to meet future City stormwater needs and to move Pond C to provide right of way for a future road.

Pond A was designed to serve the additional runoff from SR410 paved surface created by WSDOT. At the time the design/construction drawings were done for the WSDOT SR410 Widening project, we did not have our design of the 214th Ave Intersection Improvement project far enough along and reviewed/approved by a different part of WSDOT to allow adding this scope of work to their construction project. Our design is now far enough along that we can quantify what the increased size of the pond needs to be. WSDOT will pay for the original size of Pond A and COBL pays for the increase in size. Our prices will be based on the unit bid item costs included in the WSDOT awarded contract. We will request a renegotiation of some items due to the increase in quantities. This is allowed under current contracting bidding laws. It makes financial sense to the city to add this to the WSDOT construction project because the contractor is already on site, survey and inspection by WSDOT will be cost free, and the city will not have to waste efforts done today and rebuild Pond A at a later time when construction costs will most certainly be higher. Pond C was a spatial move of the pond location to provide for a future north-south road that will align with 230th Avenue East. The construction of this road is years out but moving the pond today provides opportunity tomorrow.

Attachments: Resolution, Site map for Pond "A" and "C", Cost Spreadsheet from WSDOT

ORDINANCE/RESOLUTION NUMBER: 2039

REQUEST OR RECOMMENDATION BY ORIGINATOR: Approve

ISSUE AND DOCUMENTS HAVE BEEN REVIEWED AND APPROVED BY THE MAYOR

FINANCE DIRECTOR _____

CITY ATTORNEY _____

BUDGET INFORMATON

2010 Budget Amount	Required Expenditure	Remaining Balance
	279,427.41	

Explanation:
 TIF Account
 Pond A \$274,204.21
 Pond C \$5,223.20
 Total \$279,427.41

COMMITTEE ACTION: RECOMMEND APPROVAL TO COUNCIL

	DATE	APPROVED	DISAPPROVED
Dan Swatman, Chair, Finance	_____	_____	_____
Mark Hamilton, Chair, Public Safety	_____	_____	_____
James Rackley, Chair, CDC	_____	_____	_____

COMMITTEE COMMENTS: _____

COMMITTEE'S RECOMMENDATION TO FORWARD TO:

CITY CLERK	FINANCE DIRECTOR	CITY ATTORNEY
Please schedule for Council Meeting date of: May 11, 2010		
Consent Agenda: <u> X </u>		

**City of Bonney Lake, Washington
City Council Agenda Bill (C.A.B.) Approval Form**

<u>Department / Staff Contact:</u> PW / John Woodcock	<u>Workshop / Meeting Date:</u> 11 May 2010	<u>Agenda Bill Number:</u> AB10-87
<u>Ordinance Number:</u>	<u>Resolution Number:</u> 2039	<u>Councilmember Sponsor:</u> Jim Rackley

Agenda Subject: Approve the contract with WSDOT for Pond A Expansion and Modifications to Pond C

Proposed Motion: Motion to adopt Resolution 2039 creating a contract with WSDOT to expand Pond A to meet future City stormwater needs and to move Pond C to provide right of way for a future road.

Administrative Recommendation:

Background Summary: Pond A was designed to serve the additional runoff from SR410 paved surface created by WSDOT. At the time the design/construction drawings were done for the WSDOT SR410 Widening project, we did not have our design of the 214th Ave Intersection Improvement project far enough along and reviewed/approved by a different part of WSDOT to allow adding this scope of work to their construction project. Our design is now far enough along that we can quantify what the increased size of the pond needs to be. WSDOT will pay for the original size of Pond A and COBL pays for the increase in size. Our prices will be based on the unit bid item costs included in the WSDOT awarded contract. We will request a renegotiation of some items due to the increase in quantities. This is allowed under current contracting bidding laws.

It makes financial sense to the city to add this to the WSDOT construction project because the contractor is already on site, survey and inspection by WSDOT will be cost free, and the city will not have to waste efforts done today and rebuild Pond A at a later time when construction costs will most certainly be higher.

Pond C was a spatial move of the pond location to provide for a future north-south road that will align with 230th Avenue East. The construction of this road is years out but moving the pond today provides opportunity tomorrow.

Attachments: Resolution, Site map for Pond "A" and "C", Cost Spreadsheet from WSDOT

<u>BUDGET INFORMATION:</u>			
Budget Amount	Required Expenditure	Budget Impact	Budget Balance
\$0	\$279,427.41	\$279,427.41	
Budget Explanation:			
TIF Account			
Pond A \$274,204.21			
Pond C \$5,223.20			
Total \$279,427.41			

COMMITTEE/BOARD REVIEW:

Subcommittee Review Date: Finance Committee - 11 May 2010

Commission/Board Review Date: -

Hearing Examiner Date:

COUNCIL ACTION:

Workshop Date(s):	Public Hearing Date(s):
Meeting Date(s):	Tabled To Date:

Signatures:

Director Authorization DAN GRIGSBY	Mayor	Date City Attorney Reviewed
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