

City of Bonney Lake, Washington
City Council Agenda Bill (AB)

Agenda Item Type: Resolution	Agenda Bill Number & Ordinance/Resolution/Motion Number: AB24-93 & R24-93	
Department/Division Submitting: Engineering	Presenter: Ken Gill/Ryan Shea	City Strategic Goal Category:

Agenda Subject: PSA With SCJ Alliance For A Safety Action Plan.

Full Title/Motion: A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing The Mayor To Sign A Professional Services Agreement with SCJ Alliance To Prepare A Safety Action Plan.

Administrative Recommendation: Approve.

Short Background Summary: A Safety Action Plan Has Eight Components (Safety Analysis, Public/Stakeholder Engagement And Collaboration, Etc.) That Are Described On The Attached Fact Sheet. SCJ Alliance Is A Transportation Consulting Firm In Lacey WA And Has Recently Prepared A Safety Action Plan For The City Of Montesano. Ryan Shea Is A Senior Planner With SCJ Alliance And Has Prepared The Attached Scope And Fee To Prepare A Safety Action Plan And An Implementation Grant. City Engineer Ken Gill Previously Prepared Local Road Safety Plans (Fife And Shelton) And Was Awarded Federal Funding Through These Programs To Construct Road Safety Improvements.

Attachments: Resolution 24-93; Components Of A Safety Action Plan; PSA With SCJ Alliance.

BUDGET INFORMATION			
Budgeted Amount	Current Balance	Expenditure Amount Needed \$90,011	Budgeted Balance Difference
Budget Explanation: These Design Services Were Not Included In The 2023/2024 Budget. Staff Propose Using The \$222,440 Remaining In The Church Lake Rd & West Tapps Intersection Budget To Pay For The \$90,011 Expenditure. The \$120,000 Grant Has A \$30,000 Match And Will Reimburse \$90,000 For SCJ And Staff Time As Shown On The Project Budget (Exhibit B) Of The Grant Agreement With PSRC.			

COMMITTEE, BOARD & COMMISSION REVIEW					
Public Hearing Date: NA		Name Of Committee/Commission Public Hearing Was Done At: Community Development			
Date & Name Of Committee/ Commission Meeting	Return To Committee/ Commission/Board	Council Workshop Discussion	Consent Agenda	Council Full Issues	Chair's Signature For Approval Of Next Steps
Date: 8/20/2024 Name: CDC	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Yes	<i>GAFF</i>
Date: Name:	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	
Date: Name:	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	
Date: Name:	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	
Hearing Examiner Review: NA					

COUNCIL ACTION	
Workshop Date(s):	Public Hearing Date(s):
Meeting Date(s): 8/27/24	Tabled To:

APPROVALS		
Department Director: <i>Jason Sullivan</i>	Mayor: <i>Terry Carter</i>	Date Reviewed By City Attorney (if applicable): 37

RESOLUTION NO. 3235

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AUTHORIZING THE MAYOR TO SIGN A PROFESSIONAL SERVICES AGREEMENT WITH SCJ ALLIANCE TO PREPARE A SAFETY ACTION PLAN.

WHEREAS, Bonney Lake was awarded \$120,000 to prepare a Safety Action Plan through a joint city/county (Fife, Eatonville, Federal Way and 7 others) grant application by the Puget Sound Regional Council (PSRC) to the SS4A program that has a \$30,000 match requirement; and

WHEREAS, the project will consist of preparing a Safety Action Plan and a Implementation Grant; and

WHEREAS, this scope of work is outside the scope/expertise of current staff and requires a consultant staff to perform this work; and

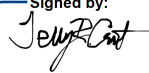
WHEREAS, SCJ is the most qualified firm to perform this work from our Consultant Roster Pool and has prepared the attached scope of work and fee; and

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, WASHINGTON DOES HEREBY RESOLVE AS FOLLOWS:

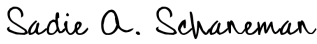
Section 1. Authorization of Subaward Agreement. The City Council of the City of Bonney Lake, Washington, does hereby resolve that the Mayor is authorized to sign a professional services agreement with SCJ for the preparation of a Safety Action Plan in the amount of \$90,000.

Section 2. Transfer of Funds Authorized. The Mayor is authorized to direct City staff to transfer the sum of \$90,000 (SCJ) and \$30,000 (grant match) from the Church Lake Rd & West Tapps Intersection Budget to pay for the \$120,000 total expenditure.

PASSED by the City Council this 27th day of August 2024.

Signed by:

339AD7C13E9E492...
Terry Carter, Mayor

AUTHENTICATED:

DocuSigned by:

975A05C52D794C6...
Sadie A. Schaneman, CMC, City Clerk

Safe Streets and Roads for All Action Plan Components

This document is not meant to replace the NOFO. Applicants should follow the instructions in the NOFO to correctly apply for a grant. See the SS4A website for more information: <https://www.transportation.gov/SS4A>

Leadership Commitment and Goal Setting



An official public commitment (e.g., resolution, policy, ordinance, etc.) by a high-ranking official and/or governing body (e.g., Mayor, City Council, Tribal Council, MPO Policy Board, etc.) to an eventual goal of zero roadway fatalities and serious injuries. The commitment must include a goal and timeline for eliminating roadway fatalities and serious injuries achieved through one, or both, of the following:

- (1) the target date for achieving zero roadway fatalities and serious injuries, OR
- (2) an ambitious percentage reduction of roadway fatalities and serious injuries by a specific date with an eventual goal of eliminating roadway fatalities and serious injuries.



Planning Structure

A committee, task force, implementation group, or similar body charged with oversight of the Action Plan development, implementation, and monitoring.



Safety Analysis

Analysis of existing conditions and historical trends that provides a baseline level of crashes involving fatalities and serious injuries across a jurisdiction, locality, Tribe, or region. Includes an analysis of locations where there are crashes and the severity of the crashes, as well as contributing factors and crash types by relevant road users (motorists, people walking, transit users, etc.). Analysis of systemic and specific safety needs is also performed, as needed (e.g., high-risk road features, specific safety needs of relevant road users, public health approaches, analysis of the built environment, demographic, and structural issues, etc.). To the extent practical, the analysis should include all roadways within the jurisdiction, without regard for ownership. Based on the analysis performed, a geospatial identification of higher-risk locations is developed (a High-Injury Network or equivalent).

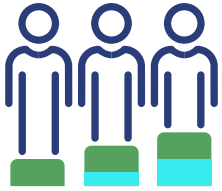


Engagement and Collaboration

Robust engagement with the public and relevant stakeholders, including the private sector and community groups, that allows for both community representation and feedback. Information received from engagement and collaboration is analyzed and incorporated into the Action Plan. Overlapping jurisdictions are included in the process. Plans and processes are coordinated and aligned with other governmental plans and planning processes to the extent practical.

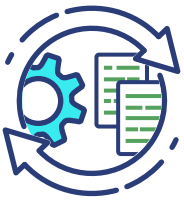


Safe Streets and Roads for All Action Plan Components



Equity Considerations

Plan development using inclusive and representative processes. Underserved communities* are identified through data and other analyses in collaboration with appropriate partners. Analysis includes both population characteristics and initial equity impact assessments of the proposed projects and strategies.



Policy and Process Changes

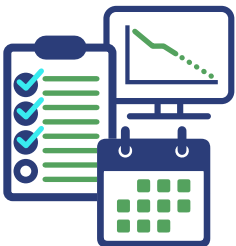
Assessment of current policies, plans, guidelines, and/or standards (e.g., manuals) to identify opportunities to improve how processes prioritize transportation safety. The Action Plan discusses implementation through the adoption of revised or new policies, guidelines, and/or standards, as appropriate.



Strategy and Project Selections

Identification of a comprehensive set of projects and strategies, shaped by data, the best available evidence and noteworthy practices, as well as stakeholder input and equity considerations, that will address the safety problems described in the Action Plan. These strategies and countermeasures focus on a Safe System Approach, effective interventions, and consider multidisciplinary activities. To the extent practical, data limitations are identified and mitigated.

Once identified, the list of projects and strategies is prioritized in a list that provides time ranges for when the strategies and countermeasures will be deployed (e.g., short-, mid-, and long-term timeframes). The list should include specific projects and strategies, or descriptions of programs of projects and strategies, and explains prioritization criteria used. The list should contain interventions focused on infrastructure, behavioral, and/or operational safety.



Progress and Transparency

Method to measure progress over time after an Action Plan is developed or updated, including outcome data. Means to ensure ongoing transparency is established with residents and other relevant stakeholders. Must include, at a minimum, annual public and accessible reporting on progress toward reducing roadway fatalities and serious injuries, and public posting of the Action Plan online.

* An underserved community as defined for this NOFO is consistent with the Office of Management and Budget's Interim Guidance for the Justice40 Initiative <https://www.whitehouse.gov/wp-content/uploads/2021/07/M-21-28.pdf> and the Historically Disadvantaged Community designation, which includes U.S. Census tracts identified in this table <https://datahub.transportation.gov/stories/s/tsyd-k6ij>; any Tribal land; or any territory or possession of the United States.



**PROFESSIONAL SERVICES AGREEMENT BETWEEN
THE CITY OF BONNEY LAKE AND SHEA CARR & JEWELL, INC.**

THIS PROFESSIONAL SERVICES AGREEMENT is entered into by and between the City of Bonney Lake, Washington, a municipal corporation (“**City**”) and Shea Carr & Jewell, Inc., organized under the laws of the State of Washington, located and doing business at 8730 Tallon Lane NE, Suite 200, Lacey WA 98516 (hereinafter the “**Consultant**”).

RECITALS:

WHEREAS, the City desires to have a Safety Action Plan prepared; and

WHEREAS, the City has selected the Consultant to perform such services pursuant to certain terms and conditions; and

WHEREAS, the City complied with the requirements for hiring Consultant contained in Chapter 39.80 RCW;

NOW, THEREFORE, in consideration of the mutual benefits and conditions set forth below, the Parties agree as follows:

AGREEMENT:

1. Scope of Services to be Performed by Consultant.

The Consultant shall perform those services described on Exhibit “A,” which is attached hereto and incorporated herein by this reference as if set forth in full. In performing such services, the Consultant shall at all times comply with all federal, state, and local statutes, rules and ordinances applicable to the performance of such services and the handling of any funds used in connection therewith. The Consultant shall perform the services diligently and completely and in accordance with professional standards of conduct and performance. The Consultant shall request and obtain prior written approval from the City if the scope or schedule is to be modified in any way.

2. Compensation and Method of Payment.

The City shall pay the Consultant for services rendered a sum not to exceed Ninety Thousand and Eleven Dollars (\$90,011) for the work set forth in Exhibit “A”. The City shall pay the Consultant within a reasonable amount of time once an invoice is received, provided that the Consultant is making steady progress on the work and meeting its deadlines. Such installments shall be paid during regular check issuances which normally occur twice monthly with the final installment being paid after delivery of final Safety Action Plan and coordination on finalization of grant materials. The City further reserves the right to direct the Consultant's compensated services before reaching the maximum amount.

3. **Duration of Agreement.** This Agreement shall be in full force and effect for a period commencing on the date the last Party executes this Agreement and ending upon completion unless sooner terminated under the provisions of this Agreement or extended by mutual agreement of the Parties. Time is of the essence of this Agreement in each and all of its provisions in which performance is required.

4. **Ownership and Use of Documents.**

A. *Ownership.* Any records, files, documents, drawings, specifications, data, or information, regardless of form or format, and all other materials produced by the Consultant in connection with the services provided to the City, shall be the property of the City whether the project for which they were created is executed or not. Reuse of materials produced by the Consultant other than as contemplated by this Agreement shall be without liability to the Consultant.

B. *Records preservation.* Consultant understands that this Agreement is with a government agency and thus all records created or used in the course of Consultant's work for the City are considered "public records" and may be subject to disclosure by the City under the Public Records Act, Chapter 42.56 RCW ("the Act"). Consultant agrees to safeguard and preserve records in accordance with the Act. The City may be required, upon request, to disclose the Agreement, and the documents and records submitted to the City by Consultant, unless an exemption under the Public Records Act applies. If the City receives a public records request and asks Consultant to search its files for responsive records, Consultant agrees to make a prompt and thorough search through its files for responsive records and to promptly turn over any responsive records to the City's public records officer at no cost to the City.

5. **Independent Consultant.** The Parties intend that an independent contractor-client relationship will be created by this Agreement. As the Consultant is customarily engaged in an independently established trade which encompasses the specific service provided to the City hereunder, no agent, employee, representative or sub-consultant of the Consultant shall be or shall be deemed to be the employee, agent, representative or sub-consultant of the City. In the performance of the work, the Consultant is an independent contractor with the ability to control and direct the performance and details of the work, the City being interested only in the results obtained under this Agreement. None of the benefits provided by the City to its employees, including, but not limited to, compensation, insurance, and unemployment insurance are available from the City to the employees, agents, representatives, or sub-consultants of the Consultant. The City shall not be responsible for withholding or otherwise deducting federal income tax or social security or contributing to the State Industrial Insurance Program, or otherwise assuming the duties of an employer with respect to the Consultant, or any employee of the Consultant. The Consultant will be solely and entirely responsible for its acts and for the acts of its agents, employees, representatives, and sub-consultants during the performance of this Agreement. The City may, during the term of this Agreement, engage other independent contractors to perform the same or similar work that the Consultant performs hereunder.

6. Indemnification. Consultant shall defend, indemnify, and hold the City, its officers, officials, employees, agents, and volunteers harmless from any and all claims, injuries, damages, losses or suits including reasonable attorneys' fees, to the extent arising out of or resulting from the negligent acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Consultant's negligence.

It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the Parties.

The provisions of this section shall survive the expiration or termination of this Agreement.

7. Insurance. The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

A. *Minimum Scope of Insurance.* Consultant 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.
- ii. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent Consultants and personal injury and advertising injury. The City shall be named as an insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City.
- iii. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
- iv. Professional Liability insurance appropriate to the Consultant's profession.

B. *Minimum Amounts of Insurance.* Consultant shall maintain the following insurance limits:

- i. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
- ii. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
- iii. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

C. *Other Insurance Provision.* The Consultant's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain, that they shall be primary insurance as respect the City. Any Insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.

D. *Acceptability of Insurers.* Insurance is to be placed with insurers with a current A.M. Best rating of not less than A-VII.

E. *Verification of Coverage.* The Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work.

F. *Notice of Cancellation.* The Consultant shall provide the City with written notice of any policy cancellation, within two business days of their receipt of such notice.

G. *Failure to Maintain Insurance.* Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days' notice to the Consultant to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Consultant from the City.

H. *No Limitation.* Consultant's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

8. Record Keeping and Reporting.

A. The Consultant shall maintain accounts and records, including personnel, property, financial, and programmatic records, which sufficiently and properly reflect all direct and indirect costs of any nature expended and services

performed pursuant to this Agreement. The Consultant shall also maintain such other records as may be deemed necessary by the City to ensure proper accounting of all funds contributed by the City to the performance of this Agreement.

B. The foregoing records shall be maintained for a period of seven (7) years after termination of this Agreement unless permission to destroy them is granted by the Office of the Archivist in accordance with Chapter 40.14 RCW and by the City.

9. City's Right of Inspection and Audit.

A. Even though the Consultant is an independent contractor with the authority to control and direct the performance and details of the work authorized under this Agreement, the work must meet the approval of the City and shall be subject to the City's general right of inspection to secure the satisfactory completion thereof. The Consultant agrees to comply with all federal, state, and municipal laws, rules, and regulations that are now effective or become applicable within the terms of this Agreement to the Consultant's business, equipment, and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.

B. The records and documents with respect to all matters covered by this Agreement shall be subject at all times to inspection, review or audit by the City during the performance of this Agreement. All work products, data, studies, worksheets, models, reports, and other materials in support of the performance of the service, work products, or outcomes fulfilling the contractual obligations are the products of the City.

10. Consultant to Maintain Records to Support Independent Contractor Status. On the effective date of this Agreement (or shortly thereafter), the Consultant shall comply with all federal and state laws applicable to independent contractors including, but not limited to the maintenance of a separate set of books and records that reflect all items of income and expenses of the Consultant's business, pursuant to the Revised Code of Washington (RCW) Section 51.08.195, as required to show that the services performed by the Consultant under this Agreement shall not give rise to an employer-employee relationship between the Parties which is subject to RCW Title 51, Industrial Insurance.

11. Work Performed at the Consultant's Risk. The Consultant shall take all precautions necessary and shall be responsible for the safety of its employees, agents, and sub-consultants in the performance of the work hereunder and shall utilize all protection reasonably necessary for that purpose. All work shall be done at the Consultant's own risk, and the Consultant shall be responsible for any loss of or damage to materials, tools, or other articles used or held by the Consultant for use in connection with the work.

12. Termination.

A. The City reserves the right to terminate or suspend this Agreement at any time, with or without cause, upon seven (7) days' prior written notice. In the event of termination or suspension, all finished or unfinished documents, data, studies, worksheets, models, reports, or other materials prepared by the Consultant pursuant to this Agreement shall promptly be submitted to the City.

B. In the event this Agreement is terminated or suspended, the Consultant shall be entitled to payment for all services performed and reimbursable expenses incurred to the date of termination.

C. This Agreement may be canceled immediately if the Consultant's insurance coverage is canceled for any reason, or if the Consultant is unable to perform the services called for by this Agreement.

D. The Consultant reserves the right to terminate this Agreement with not less than fourteen (14) days written notice, or in the event that outstanding invoices are not paid within sixty (60) days.

E. This provision shall not prevent the City from seeking any legal remedies it may otherwise have for the violation or nonperformance of any provisions of this Agreement.

13. Force Majeure. Notwithstanding anything to the contrary in this Agreement, any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, acts of war, terrorist acts, inability to obtain services, labor, or materials or reasonable substitutes therefor, governmental actions, governmental laws, regulations or restrictions, civil commotions, Casualty, actual or threatened public health emergency (including, without limitation, epidemic, pandemic, famine, disease, plague, quarantine, and other significant public health risk), governmental edicts, actions, declarations or quarantines by a governmental entity or health organization, breaches in cybersecurity, and other causes beyond the reasonable control of the Party obligated to perform, regardless of whether such other causes are (i) foreseeable or unforeseeable or (ii) related to the specifically enumerated events in this paragraph (collectively, a "**Force Majeure**"), shall excuse the performance of such Party for a period equal to any such prevention, delay or stoppage. To the extent this Agreement specifies a time period for performance of an obligation of either Party, that time period shall be extended by the period of any delay in such Party's performance caused by a Force Majeure. Provided however, that the current COVID-19 pandemic shall not be considered a Force Majeure unless constraints on a Party's performance that result from the pandemic become substantially more onerous after the effective date of this Agreement. In order to claim Force Majeure, the Party claiming must provide notice to the other Party within fourteen (14) days of the event which constitutes Force Majeure or such claim shall be waived for any period in which notice was due.

14. Discrimination Prohibited. The Consultant shall not discriminate against any employee, applicant for employment, or any person seeking the services of the Consultant under this Agreement, on the basis of race, color, religion, creed, sex, sexual orientation, age, national origin, marital status, presence of any sensory, mental or physical disability, or other circumstance prohibited by federal, State or local law or ordinance, except for a bona fide occupational

qualification.

15. Assignment and Subcontract. The Consultant shall not assign or subcontract any portion of the services contemplated by this Agreement without the prior written consent of the City. Any assignment made without the prior approval of the City is void.

16. Conflict of Interest. The Consultant represents to the City that it has no conflict of interest in performing any of the services set forth in Exhibit "A." In the event that the Consultant is asked to perform services for a project with which it may have a conflict, Consultant will immediately disclose such conflict to the City.

17. Confidentiality. All information regarding the City obtained by the Consultant in performance of this Agreement shall be considered confidential. Consultant shall not disclose any such information to any third parties without (1) the prior written consent of the City or (2) legal process requiring disclosure, provided advance notice is provided to the City. Breach of confidentiality by the Consultant shall be grounds for immediate termination.

18. Non-Appropriation of Funds. If sufficient funds are not appropriated or allocated for payment under this Agreement for any future fiscal period, the City will so notify the Consultant and shall not be obligated to make payments for services or amounts incurred after the end of the current fiscal period. This Agreement will terminate upon the completion of all remaining services for which funds are allocated. No penalty or expense shall accrue to the City in the event that the terms of the provision are effectuated.

19. Employment of State Retirees. The City is a "DRS-covered employer" which is an organization that employs one or more members of any retirement system administered by the Washington State Department of Retirement Systems (DRS). Pursuant to RCW 41.50.139(1) and WAC 415-02-325(1), the City is required to elicit on a written form if any of the Consultant's employees providing services to the City retired using the 2008 Early Retirement Factors (ERFs), or if the Consultant is owned by an individual who retired using the 2008 ERFs, and whether the nature of the service and compensation would result in a retirement benefit being suspended. Failure to make this determination exposes the City to significant liability for pension overpayments. As a result, before commencing work under this Agreement, Consultant shall determine whether any of its employees providing services to the City or any of the Consultant's owners retired using the 2008 ERFs, and shall immediately notify the City and shall promptly complete the form provided by the City after this notification is made. This notification to DRS could impact the payment of retirement benefits to employees and owners of Consultant. Consultant shall indemnify, defend, and hold harmless the City from any and all claims, damages, or other liability, including attorneys' fees and costs, relating to a claim by DRS of a pension overpayment caused by or resulting from Consultant's failure to comply with the terms of this provision. This provision shall survive termination of this Agreement.

20. Entire Agreement. This Agreement contains the entire agreement between the Parties, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind either of the Parties. If there is a conflict between the terms and conditions of this Agreement and the attached exhibit, then the terms and conditions of this

Agreement shall prevail over the exhibit. Either Party may request changes to the Agreement. Changes which are mutually agreed upon shall be incorporated by written amendments to this Agreement.

21. Notices. All notices or other communications required or permitted under this Agreement shall be in writing and shall be (a) personally delivered, in which case the notice or communication shall be deemed given on the date of receipt at the office of the addressee; (b) sent by registered or certified mail, postage prepaid, return receipt requested, in which case the notice or communication shall be deemed given three (3) business days after the date of deposit in the United States mail; or (c) sent by overnight delivery using a nationally recognized overnight courier service, in which case the notice or communication shall be deemed given one business day after the date of deposit with such courier. In addition, all notices shall also be emailed, however, email does not substitute for an official notice. Notices shall be sent to the following addresses:

Notices to the City of Bonney Lake shall be sent to the following address:

City Clerk
City of Bonney Lake
9002 Main Street E.
Bonney Lake WA 98391

Notices to the Consultant shall be sent to the following address:

SCJ Alliance
8730 Tallon Lane NE
Lacey WA 98516
eric.johnston@scjalliance.com

22. Applicable Law; Venue; Attorneys' Fees. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. In the event any suit, arbitration or other proceeding is instituted to enforce any term of this Agreement, the Parties specifically understand and agree that venue shall be exclusively in Pierce County, Washington. The prevailing party in any such action shall be entitled to its reasonable attorneys' fees and costs of suit, which shall be fixed by the judge hearing the case and such fee shall be included in the judgment.

23. Compliance with Laws. The Consultant agrees to comply with all federal, state, and municipal laws, rules, and regulations that are now effective or in the future become applicable to Consultant's business, equipment, and personnel engaged in operations covered by this Agreement or accruing out of the performance of those operations.

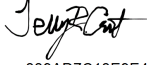
24. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute an original, and all of which will together constitute this one Agreement.

25. Severability. Any provision or part of this Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions

shall continue to be valid and binding upon the City and the Consultant, who agree that the Agreement shall be reformed to replace such stricken provision or part with a valid and enforceable provision that comes as close as reasonably possible to expressing the intent of the stricken provision.

IN WITNESS WHEREOF, the City and the Consultant have executed this Agreement as of the dates listed below.

CITY OF BONNEY LAKE

Signed by:

339AD7C13E9E492...

Name: Terry Carter

Title: Mayor

Date: 8/27/2024

SHEA CARR & JEWELL, INC.

DocuSigned by:

75B84E15205340C...

Name: Eric Johnston, PE

Title: Principal

Date: 8/28/2024 | 11:19 AM PDT

ATTEST

DocuSigned by:

975A05C52D794C6...

Sadie A. Schaneman, CMC
City Clerk

APPROVED AS TO FORM

DocuSigned by:

3CCD924BC20444F...

Jennifer S. Robertson, City Attorney

EXHIBIT A

Scope of Services to be Provided by Consultant. The Scope of Services is described in the attached Proposal dated July 15, 2024 which is attached hereto and incorporated herein.

EXHIBIT B
Rates of Service



Exhibit A
Scope of Work
Safety Action Plan
Bonney Lake, WA

Prepared For: Ken Gill, PE, City Engineer

Prepared By: Ryan Shea, PTP

Date Prepared: July 15, 2024

Overview

This scope of work outlines the tasks and subtasks to complete a Safety Action Plan for the City of Bonney Lake, which has received Safe Streets and Roads for All (SS4A) grant funding. This work will be based on SS4A guidance for developing a Safety Action Plan and includes the following tasks:

Task 1 Project Management/Team Coordination Meetings

SCJ (herein after referred to as The CONSULTANT) will coordinate with the city and its internal stakeholders on a regular basis throughout the project. The coordination will address on-going monitoring of project scope and status, technical and policy direction, schedule, and upcoming team meetings. Coordination will be via email, telephone calls or virtual meetings as appropriate.

- **Project management** including setup, billings, and progress reports on a monthly basis.
- **Project kick-off meeting** to discuss project goals/objectives, methods, data needs, roles and responsibilities and schedule/key milestones.
- **Monthly project manager check-ins.** It is assumed that the project will be completed over a six-month period so six project manager check-ins are assumed. Check-ins will be held with the City's project manager and meetings will be held over the phone or virtually.
- **Project team meetings.** It is assumed that up to four team meetings will be held with City staff. Additional meetings with City Council or the public are not included in this task.

Deliverables:

- Monthly invoice and progress report.
- Attendance at meetings including up to six project check-in meetings and project team meetings.

Task 2 Public Engagement Plan

- 1) Identify public engagement strategy, including how to provide equitable access to the public and how often information is presented to the public.
- 2) Work with City staff to identify Action Plan Committee
- 3) Schedule initial public meetings

Task 3 Collect and Review Existing Data

- 1) Collect current and available crash data from WSDOT for the prior five-year period
- 2) Review crash data and identify serious injury, fatal, pedestrian, and bicycle crashes. Identify trends between these different crash types
- 3) Collect and review roadway data, including roadway speeds, number of travel lanes, street lighting, intersection control, pedestrian crossings, presence of bicycle lanes and sidewalks, and roadway grade. Some of this data is identified for collection is Task 6.
- 4) Discuss equity analysis categories with City staff. It is expected that this analysis will include income level and race, but additional categories may also be included. Collect demographic information for equity analysis
- 5) Overlay demographic information and crash data to identify potential equity issues
- 6) Prepare existing crash data graphics and tables

Task 4 Initial Public Engagement

- 1) Prepare materials for public and Action Plan Committee meetings
- 2) Work with City staff to advertise for public meetings
- 3) Attend Public meetings. These meetings will present initial existing crash data trends in the City and provide opportunities for the public to voice safety concerns or priorities.
- 4) Prepare and Launch Online Survey Tool.
- 5) Attend Action Plan Committee meeting. This meeting will allow the committee to share thoughts on safety concerns and priorities and provide feedback on any public comments received prior to the meeting.

Task 5 Review Existing City Policies and Goals

- 1) Collect existing City planning documents and guidelines.
- 2) Review documents for portions that speak to or identify safety goals or measures.
- 3) Identify opportunities for revisions or new goals/policies that align with the identified safety risk factors.

- 4) Discuss policy review with City staff and finalize policy/goal recommendations.

Task 6 Identify and Evaluate Improvement Locations

- 1) Review public comments and compare against crash data to identify potential additional study locations
- 2) Identify study locations where severe crashes (fatal and serious injuries) or bicycle/pedestrian crashes occurred during the five-year data analysis period. In addition to spot locations, crash risk factors will be evaluated for the city as a whole to identify potential systemic deficiencies.
- 3) Research different roadway and intersection treatments that might address the underlying circumstances of crashes at the study locations . This will include the following resources:
 - Highway Safety Manual
 - WSDOT strategic Highway Safety Plan
 - Crash Modification Factor (CMF) Clearinghouse
- 4) Identify potential countermeasure options for each identified location
- 5) Evaluate the potential effectiveness of countermeasures for each study location . This is expected to involve interaction with the Complete Street and/or ADA Transition Plan work
- 6) Overlay demographic information and improvement locations to perform equity analysis of potential projects. This helps ensure that the safety improvements are allocated equitably across the community
- 7) Present and discuss results with City staff

Task 7 Present Improvement Locations and Potential Countermeasures

- 1) Work with City staff to schedule Action Plan Committee meeting
- 2) Prepare materials to present to committee
- 3) Attend committee meeting. This meeting will present the list of study locations and initial countermeasure options for each study location. This meeting will also discuss the approach to prioritization of projects. One meeting is assumed and The CONSULTANT will document meeting results.

Task 8 Finalize Countermeasure Selection and Perform Improvement Prioritization

- 1) Based on feedback from the Action Plan Committee, finalize countermeasure selections for each location
- 2) Develop prioritization of safety improvements. Criteria for this effort may include:
 - Locations of risks on a citywide basis
 - Risk types

- Availability of low-cost countermeasures that are likely to be effective in addressing underlying risk factors
 - Relative project cost and implementation feasibility
 - Stakeholder feedback
 - Potential for coordination with other planned or potential projects
 - Other factors as identified
- 3) Create draft project prioritization list and discuss with City staff
 - 4) Finalize project prioritization
 - 5) Prepare planning level cost estimates for each identified countermeasure. It is assumed that up to eight (8) cost estimates will be prepared

Task 9 Present Final Countermeasures and Prioritization Results

- 1) Work with City staff to schedule Action Plan Committee and public meetings
- 2) Prepare materials for meetings
- 3) Attend Action Plan Committee meeting. This meeting will present final countermeasure selections and prioritization groupings for all countermeasures. One meeting is assumed and The CONSULTANT will document meeting results.
- 4) Attend public meeting. This meeting will present the countermeasure and prioritization recommendations and summarize the study locations. One meeting is assumed. It is also assumed that the city will document the results of this meeting

Task 10 Prepare Draft and Final Safety Action Plan

- 1) Prepare outline of the Safety Action Plan
- 2) Create figures and tables for inclusion in the Safety Action Plan
- 3) Prepare draft of full Safety Action Plan report, including identification of how the plan qualifies as a Local Road Safety Plan under state requirements, and provide to City for review
- 4) Incorporate comments and prepare final Safety Action Plan

Deliverables:

- Public meeting materials
- Draft Safety Action Plan
- Final Safety Action Plan

Task 11 Support City with SS4A Implementation Grant

- 1) Coordinate with City staff on completion of grant forms.
- 2) Prepare draft and final project narrative for City review.
- 3) Coordinate with City staff on finalization of grant materials.

Deliverables:

- SS4A Implementation Grant Materials

END OF PROPOSAL

Exhibit B

Consultant Labor Hour Estimate

SCJ Alliance



Client: City of Bonney Lake

Template Version: 8/17/2023

Project: Safety Action Plan

Contract Type: Billing Rate Schedule

Job #: 23-000754

File Name: 2024-0715 Bonney Lake Safety Action Plan Fee Estimate.xlsm

		Ryan Shea	Anne Sylvester	Jacki Taylor	Aren Murcar	Cori McGovern	Ryan Pierce	Patrick Holm		
Phase & Task No.	Phase & Task Title	Senior Planner	Senior Project Manager	P4 Planner	PM1 Project Manager	T2 Technician	T1 Technician	Principal	Total Direct Labor Hours & Cost	Total Cost
PHASE 01 Safty Action Plan										
Task 01 Project Management										
1	Monthly status reports	6.0							6.0	\$ 1,074.00
2	Project kick-off meeting	3.0	1.0						4.0	\$ 783.00
3	Billing and invoicing	6.0							6.0	\$ 1,074.00
4	Internal coordination meetings	16.0	4.0	5.0	1.0				26.0	\$ 4,749.00
Subtotal Hours:		31.0	5.0	5.0	1.0				42.0	\$ 7,680.00
Task 02 Public Engagement Plan										
1	Identify public outreach strategy	2.0							2.0	\$ 358.00
2	Determine Action Plan Committee	2.0							2.0	\$ 358.00
3	Schedule initial public meetings	2.0							2.0	\$ 358.00
Subtotal Hours:		6.0							48.0	\$ 1,074.00
Task 03 Collect and Review Existing Data										
1	Collect current crash data from WSDOT			2.0					2.0	\$ 300.00
2	Review crash data and identify serious injury and fatal crashes	8.0	8.0	12.0					28.0	\$ 5,200.00
3	Collect and review roadway data	8.0	4.0	16.0					28.0	\$ 4,816.00
4	Collect demographic information for equity analysis				6.0				6.0	\$ 906.00
5	Overlay demographic information and crash data to identify potential equity issues				2.0	4.0			6.0	\$ 794.00
6	Prepare existing crash data graphics and tables	4.0	4.0	8.0		6.0			22.0	\$ 3,638.00
Subtotal Hours:		20.0	16.0	38.0	8.0	10.0			92.0	\$ 15,654.00

Consultant Labor Hour Estimate

SCJ Alliance



Client: City of Bonney Lake

Template Version: 8/17/2023

Project: Safety Action Plan

Contract Type: Billing Rate Schedule

Job #: 23-000754

File Name: 2024-0715 Bonney Lake Safety Action Plan Fee Estimate.xlsm

Phase & Task No.	Phase & Task Title	Ryan Shea	Anne Sylvester	Jacki Taylor	Aren Murcar	Cori McGovern	Ryan Pierce	Patrick Holm	Total Direct Labor Hours & Cost	Total Cost
		Senior Planner	Senior Project Manager	P4 Planner	PM1 Project Manager	T2 Technician	T1 Technician	Principal		
Task 04 Initial Public Engagement										
1	Prepare materials for public and committee meetings	2.0	1.0	8.0					11.0	\$ 1,804.00
2	Work with City staff to schedule and advertise for public meeting	2.0							2.0	\$ 358.00
4	Attend Public meeting. One meeting is assumed	8.0							8.0	\$ 1,432.00
5	Prepare Online Survey Tool and summarize results	4.0			8.0	12.0			24.0	\$ 3,400.00
6	Attend Committee meeting. One meeting is assumed	5.0							5.0	\$ 895.00
Subtotal Hours:		21.0	1.0	8.0	8.0	12.0			50.0	\$ 7,889.00
Task 05 Review Existing City Policies and Goals										
1	Collect existing City planning documents and guidelines			4.0					4.0	\$ 600.00
2	Review documents for portions that speak to or identify safety goals or measures	1.0	4.0	8.0					13.0	\$ 2,363.00
3	Identify opportunities for revisions or new goals/policies that align with the identified safety	1.0	4.0						5.0	\$ 1,163.00
4	Discuss policy review with City staff and finalize policy/goal recommendations	2.0							2.0	\$ 358.00
Subtotal Hours:		4.0	8.0	12.0					24.0	\$ 4,484.00
Task 06 Identify and Evaluate Improvement Locations										
1	Review public comments and crash data	4.0	2.0	4.0					10.0	\$ 1,808.00
2	Identify spot and systemic improvement locations	8.0	8.0	10.0					26.0	\$ 4,900.00
3	Overlay demographic information and improvement locations				4.0	6.0			10.0	\$ 1,342.00
4	Identify potential countermeasures for each location	6.0	8.0	12.0					26.0	\$ 4,842.00
Subtotal Hours:		18.0	18.0	26.0	4.0	6.0			72.0	\$ 12,892.00
Task 07 Present Improvement Locations and Potential Countermeasures										
1	Work with city staff to schedule committee meeting	2.0							2.0	\$ 358.00
2	Prepare materials to present to committee	2.0	1.0	4.0					7.0	\$ 1,204.00
3	Attend Committee meetings. One meeting is assumed	5.0							5.0	\$ 895.00
Subtotal Hours:		9.0	1.0	4.0					14.0	\$ 2,457.00

Consultant Labor Hour Estimate

SCJ Alliance



Client: City of Bonney Lake

Template Version: 8/17/2023

Project: Safety Action Plan

Contract Type: Billing Rate Schedule

Job #: 23-000754

File Name: 2024-0715 Bonney Lake Safety Action Plan Fee Estimate.xlsm

Phase & Task No.	Phase & Task Title	Ryan Shea	Anne Sylvester	Jacki Taylor	Aren Murcar	Cori McGovern	Ryan Pierce	Patrick Holm	Total Direct Labor Hours & Cost	Total Cost
		Senior Planner	Senior Project Manager	P4 Planner	PM1 Project Manager	T2 Technician	T1 Technician	Principal		
Task 08 Finalize Countermeasure Selection and Perform Improvement Prioritization										
1	Finalize countermeasure selections for each location	2.0	2.0						4.0	\$ 850.00
2	Finalize prioritization process	4.0	4.0	8.0					16.0	\$ 2,900.00
3	Create draft prioritization list of projects and discuss with City	3.0	1.0						4.0	\$ 783.00
4	Finalize prioritization results	2.0		4.0					6.0	\$ 958.00
5	Prepare planning level cost estimates for each identified countermeasure						40.0	4.0	44.0	\$ 5,432.00
Subtotal Hours:		11.0	7.0	12.0			40.0	4.0	74.0	\$ 10,923.00
Task 09 Present Final Countermeasures and Prioritization Results										
1	Work with City Staff to schedule committee and public meeting	2.0							2.0	\$ 358.00
2	Prepare materials for meetings	4.0	1.0	4.0					9.0	\$ 1,562.00
3	Attend Committee meetings. One meeting is assumed	5.0							5.0	\$ 895.00
4	Attend Public meetings. One meeting is assumed	8.0							8.0	\$ 1,432.00
Subtotal Hours:		19.0	1.0	4.0					24.0	\$ 4,247.00
Task 10 Prepare Draft and Final Safety Action Plan										
1	Prepare safety action plan outline	1.0	6.0	6.0					13.0	\$ 2,555.00
2	Create figures and tables for action plan	2.0		12.0					14.0	\$ 2,158.00
3	Prepare draft action plan report and provide to City for review	12.0	16.0	14.0	8.0				50.0	\$ 9,392.00
4	Incorporate comments and prepare final action plan report	6.0	4.0	4.0	2.0				16.0	\$ 2,960.00
Subtotal Hours:		21.0	26.0	36.0	10.0				93.0	\$ 17,065.00

Consultant Labor Hour Estimate

SCJ Alliance



Client: City of Bonney Lake

Template Version: 8/17/2023

Project: Safety Action Plan

Contract Type: Billing Rate Schedule

Job #: 23-000754

File Name: 2024-0715 Bonney Lake Safety Action Plan Fee Estimate.xlsm

Phase & Task No.	Phase & Task Title	Ryan Shea	Anne Sylvester	Jacki Taylor	Aren Murcar	Cori McGovern	Ryan Pierce	Patrick Holm	Total Direct Labor Hours & Cost	Total Cost
		Senior Planner	Senior Project Manager	P4 Planner	PM1 Project Manager	T2 Technician	T1 Technician	Principal		
Task 11	Support City with SS4A Implementation Grant									
1	Coordinate with City staff on completion of grant forms	2.0							2.0	\$ 358.00
2	Prepare draft narrative for City review	6.0	8.0	6.0					20.0	\$ 3,942.00
4	Coordinate with City staff on finalization of grant materials	4.0							4.0	\$ 716.00
	Subtotal Hours:	12.0	8.0	6.0					26.0	\$ 5,016.00
	Total Phase Hours:	172.0	91.0	151.0	31.0	28.0	40.0	4.0	517.0	\$ 517.0
	Total Phase Direct Labor:	\$30,788.00	\$22,386.00	\$22,650.00	\$4,681.00	\$3,444.00	\$4,480.00	\$952.00	\$89,381.00	\$ 89,381.00
	Total Hours All Phases	172.0	91.0	151.0	31.0	28.0	40.0	4.0	517.0	517.0
	Total Direct Labor Estimate All Phases	\$30,788.00	\$22,386.00	\$22,650.00	\$4,681.00	\$3,444.00	\$4,480.00	\$952.00	\$89,381.00	\$ 89,381.00
	Indirect Costs									
	Subconsultants:									
	Subconsultant Subtotal:									\$ -
	Subconsultant Markup:									\$ -
	Subconsultant Total:									\$ -
	Reimbursable Expenses:									
				Copies, Printing, etc.						\$ 268.14
				Mileage						\$ 361.80
	Expenses Subtotal:									\$ 629.94
	Expenses Markup:									\$ -
	Expenses Total:									\$ 629.94
	Management Reserve:									\$ -
	Total Indirect Costs:									\$ 629.94
	Total:									\$ 90,010.94