

RESOLUTION NO. 3213

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 RH2 TO SUPPORT THE DESIGN OF THE SENIOR CENTER IMPROVEMENTS.

WHEREAS, the Washington State Capital Budget has awarded a grant to the City of Bonney Lake for improvements to the Senior Center in the amount of \$650,000; and

WHEREAS, the project will consist of improvements to the heating, ventilation and air conditioning system, roof repairs, painting exterior and interior, window, outdoor wooden deck, dining tables and freezer replacements. The bathrooms will be upgraded to current standards and improvements to the acoustics in the common areas; and

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


WHEREAS, RH2 Engineering and ARC Architects have met staff onsite and prepared the attached scope of work to design the above improvements; and

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

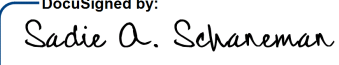
Section 1. Authorization of Contract. The City Council of the City of Bonney Lake, Washington, does hereby resolve that the Mayor is authorized to sign the professional services agreement with RH2 Engineering for the Bonney Lake Senior Center Improvements in the amount of \$93,600.

Section 2. Transfer of Funds Authorized. The Mayor is authorized to direct City staff to transfer \$60,000 from the Senior Center Painting Project and \$33,600 from the Public Safety Building Duct Cleaning Project.

PASSED by the City Council this 11th day of June 2024.

DocuSigned by:

339AD7C13E9E492...
Terry Carter, Mayor

AUTHENTICATED:

DocuSigned by:

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

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

Agenda Item Type: Resolution	Agenda Bill Number & Ordinance/Resolution/Motion Number: AB24-42 & R24-42	
Department/Division Submitting: Engineering	Presenter: Ken Gill	City Strategic Goal Category:

Agenda Subject: Senior Center Improvements.

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 RH2 To Support The Design Of The Senior Center Improvements.

Administrative Recommendation: Authorize Mayor To Sign Professional Services Agreement.

Background Summary: As Part Of The 2023-2025 Capital Budget, The Washington State Legislature Approved A Request By Senator Phil Fortunato Of \$650,000 For The Bonney Lake Senior Center Rehab Project As Part Of The 2024 Local And Community Projects Grants Managed By The Department Of Commerce. Constructed In 1975, The Senior Center Provides Senior Programming, Special Events, Van Transportation, And Meals Five Days A Week. Proposed Improvements Include Upgrades To The Heating, Ventilation, And Air Conditioning (HVAC) System, Restroom Upgrades, Roof Repairs, Common Area Sound Dampening, Interior And Exterior Painting, And Replacement Of Windows, Wooden Decking, Dining Tables, And The Commercial Freezer. RH2 Has Prepared The Attached Scope/Fee That Includes Work By Subconsultants That Specialize In Mechanical/Plumbing, Electrical, Commercial Kitchen Upgrades, And Cost Estimating.

Attachments: Resolution 24-42; \$650K Application Letter; WA State Dept. Of Commerce Working Papers; RH2 PSA.


BUDGET INFORMATION

Budgeted Amount	Current Balance	Expenditure Amount Needed	Budgeted Balance Difference
\$0.00	\$0.00	\$93,600.00	

Budget Explanation: These Design Services Were Not Included In The 2023/2024 Budget. Staff Propose Using The \$60K-Sr. Center Painting And \$33,600 Of The \$50K-Duct Cleaning Budgeted Amounts. Reimbursed From \$630,500 Grant If Eligible.

COMMITTEE, BOARD & COMMISSION REVIEW

Committee/Commission/Board: Finance Committee

Forward To:	Return To Committee/ Commission/Board	Council Workshop Discussion	Consent Agenda	Committee/Council Full Issues	Chair Approval
Date: 5/28/2024	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Yes	
Date:	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	
Date:	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	
Date:	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	

Hearing Examiner Review:

COUNCIL ACTION

Workshop Date(s):	Public Hearing Date(s):
Meeting Date(s): 6/11/2024	Tabled To:

APPROVALS

Department Director: Jason Sullivan	Mayor: Terry Carter	Date Reviewed By City Attorney (if applicable):
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Date Received	_____
Schoesler:	_____
Budget Staff:	_____

Member Requested Local & Community Project Information Form -2023

Project Name: Bonney Lake Senior Center Rehabilitation Project

Project Owner: City of Bonney Lake

Amount Requested: \$650,000

Address of Project Site: 19304 Bonney Lake Blvd, Bonney Lake WA 98391

I. Project Contact Information

Name(s): Leslie Harris

Title: Management Analyst

Organization: City of Bonney Lake


Organization's Website: www.cobl.us

Phone: 253-447-3280

E-Mail: harrisl@cobl.us

Mailing Address: 9002 Main Street E

Bonney Lake, WA 98391

Physical Location of Project:	
Leg. District:	<u>31</u>
Submitted by Senator:	<u>Fortunate</u>
Signature:	

II. Organization Information:

- (1) Is this organization registered with the state as a non-profit organization? Y N
- (2) Is there a current or pending 501(c)(3) IRS registration? Y N
- (3) If answered NO to either of the above, is applicant a local government? Y N

III. Project Description: Please include the phase of the overall project for which funds are requested (attach additional details if necessary).

The City is seeking funds to complete vital short-term facility rehabilitation projects of the Bonney Lake Senior Center. The City has received cost estimates for 10 improvements, which would be completed over a two-year time period based on contractor and supplies availability.

NOTE: Projects may be subject to the state's prevailing wage law (RCW 39.12) and high-performing building requirements (RCW 39.35D).

The following is a list of improvements included in the Senior Center Rehabilitation Project:

	Project Description	Cost Estimate
1	HVAC Retrofit Improvements to upgrade heat pumps from single phase to 3 phase, which would include the building electrical service being upgraded. Part of this upgrade would add Air conditioning to the kitchen and make the HVAC system more energy efficient.	\$175,000
2	Roof repairs	\$30,000
3	Painting interior and exterior	\$70,000
4	Window replacement	\$50,000
5	Deck replacement due to deterioration and age	\$10,000
6	Dining table replacement	\$20,000
7	Freezer replacement due to age and energy efficiency	\$5,000
8	Bathroom remodel to include all fixtures, flooring and bathroom stall dividers	\$80,000
9	Acoustical improvements in the common area	\$10,000
10	Seismic retrofitting for the entire building	\$200,000

IV. Project Funding History (attach additional details if necessary)

Has this project applied for or is it planning to apply to any competitive capital grant or loan programs at a state agency? Y / N Which program and agency?

Date of application: _____ Was funding received? _____

Amount received: _____

Has the project previously received any other capital budget funds, including through legislative requests? No

If Yes, what year: _____ Program: _____

Amount received: _____ Amount Spent To-date? _____

Is this project applying for or planning to apply for other sources of state, local, or federal funding? If yes, please give the program(s) and details.

No

V. Project Details

1) What is the Primary Project Objective? (Please check only one.)

Economic Development	<input type="checkbox"/>	Health Care	<input type="checkbox"/>	Environment	<input type="checkbox"/>
Social Services	<input checked="" type="checkbox"/>	Historic Facilities	<input type="checkbox"/>	Housing	<input type="checkbox"/>
Education	<input type="checkbox"/>	Parks & Recreation Arts	<input type="checkbox"/>	Other (describe)	<input type="checkbox"/>
Infrastructure	<input type="checkbox"/>	and Culture	<input type="checkbox"/>	_____	

2) Start Date Dependent upon funding

Completion Date It is anticipated that the majority of projects can be completed within 12 months, however, in anticipation of delays and the type of work such as the seismic retrofitting could take 24 months to complete.

3) Eligible Project Type or Phase. (Please check all that apply to this request and insert requested amount.) Percent of Request:

<input type="checkbox"/> Land Acquisition	_____
<input type="checkbox"/> Demolition and Site Preparation	_____
<input type="checkbox"/> Design	_____
<input type="checkbox"/> New Construction	_____
<input checked="" type="checkbox"/> Renovation	<u>100</u>
<input type="checkbox"/> Other (describe) _____	_____
Total	<u>100</u>

4) Is this a joint project? Y N

If yes, please list the partners:

5) Is the site owned? Y N

6) Is it optioned for purchase? Y N

7) Is it under a lease of 5 years or more with renewal options that total of at least 10 years? Y N

8) Has project applied (or will apply) for other sources of state funding? Y N
If yes, please provide program and details:

9) Has the applicant initiated a fundraising campaign? Y N
If yes, what percentage of matching funds have been secured?

What other sources of matching funds are available?

The City has 10% of matching funds available in the 2023-2024 budget.

10) What source(s) of non-state funds such exist for completion of the project and its ongoing maintenance and operation?

The Senior Center is funded through the City's General Fund. The City has allocated 10% of the rehabilitation project costs in the 2023-2024 budget. The on-going maintenance and operation expenses are also covered in the City's General Fund.

VI. Public Benefit:

(1) Please describe public benefit of the project.

The Bonney Lake Senior Center serves the greater geographical area, serving nearly 24,000 meals and holding over 100 programs each year. The rehabilitation project will allow us to complete improvements to ensure a safe facility for seniors and enhance building operations such as increased energy efficiencies.

(2) Please list the measurable objectives of this benefit:

- Functioning kitchen to serve over 20,000 meals to seniors 5 days a week
- Safe building to hold 100+ programs
- Improvements will provide long-term accessibility to the facility to over 500 seniors

(3) Please describe the how the success of the projects will be measured:

- The number of years added to the lifespan of the Senior Center building
- The percentage in energy savings as a result of the projects
- Accessibility to areas of the facility

**Washington State Capital Budget
2024 Local and Community Projects
Working Papers**

Grantee: City of Bonney Lake
Project Title: Bonney Lake Senior Center Rehab Project (Bonney Lake)
Net Grant Amount: \$630,500.00

Instructions:

Before you can receive funds, a contract will need to be executed between your organization and the state. Contract development generally takes four to six weeks once you have met all pre-contracting requirements. Please follow these steps to get the process started:

1. Completely fill out the survey questions by typing your responses in the electronic version of this form;
2. Have the Grantee Certification (last page) signed by the person authorized to sign contracts for your organization;
3. Attach documentation for committed funds (copies of award letters, council appropriations, etc.), if applicable;
4. Fill out and have the *LEED Certification Declaration* form (attached) signed;
5. Compile and email these documents to your Grant Manager, Chuck Hunter at chuck.hunter@commerce.wa.gov.

If you have any questions or need additional information, please contact me at:
(360) 764-3312 or chuck.hunter@commerce.wa.gov.

All grantees are required to set up an SWV number so funds may be sent electronically. Please find detailed instructions here: [Office of Financial Management](#). It may take up to three weeks after you submit this information for an electronic transfer account to be set up. You may immediately submit your working papers survey to us; we will automatically receive your SWV number from the office that sets them up.

Thank you for your assistance in making this contract-writing process as quick and easy as possible!

SECTION 1. GENERAL INFORMATION

1.1	Grantee (Complete Legal Name)		
1.2	Type of Organization	<input type="checkbox"/> Publicly-Owned	<input type="checkbox"/> Private Non-Profit
1.3	Statewide Vendor Number (if available)		
1.4	UBI# (if available)		
1.5	Federal Tax ID Number		
1.6	Project Street Address		
1.7	Project Mailing Address		
1.8	County		
1.9	Project GPS Coordinates (approximate center of where you will be working)	Latitude (e.g., 45.3530)	Longitude (e.g., 120.4510)
1.10	Project Jurisdiction (county, city, town)		
1.11	Legislative District		
1.12	Congressional District		
1.13	Which legislator(s) took the lead in introducing your appropriation?		
1.14	Authorized Person to Sign Contract		
	Title		
	Mailing Address (if different from project mailing address above)		
	Telephone		
	Email		
1.15	Person Administering the Grant (once contract is signed)		
	Mailing Address (if different from project mailing address above)		
	Telephone		
	Email		

SECTION 2. PROJECT INFORMATION

PROJECT DESCRIPTION

2.1	Please describe the project's anticipated use and public benefit.

2.2	Is this project part of a larger, phased project? If YES, explain how this phase fits in the overall project.	<input type="checkbox"/> YES <input type="checkbox"/> NO

SITE CONTROL

2.3	Do you have control of the project site either through ownership or through a long-term lease (at least 10 years)? If NO, please explain and include the date you expect to meet this condition. IMPORTANT: Site control is required before we can begin writing the contract.	<input type="checkbox"/> YES <input type="checkbox"/> NO

GOVERNOR EXECUTIVE ORDER 21-02 (EO 21-02) CULTURAL & HISTORICAL RESOURCES REVIEW (OR SECTION 106)

2.4	All projects with state and local funds will need to go through the EO 21-02 review process for archaeological and cultural resources.	
2.4a	Does your project include federal funds? If YES, you will need to go through the Section 106 review process. IMPORTANT: If EO 21-02 (or Section 106) applies to your project, you will need to complete this review before we can execute the contract.¹	<input type="checkbox"/> YES <input type="checkbox"/> NO

LEED (LEADERSHIP IN ENERGY AND ENVIRONMENTAL DESIGN) CERTIFICATION

2.5	Does your project include new construction or renovation of a building or facility?	<input type="checkbox"/> YES <input type="checkbox"/> NO
If YES, indicate if you entered the LEED certification process with the goal of your facility obtaining the Silver standard.		
IMPORTANT: As part of your contracting process, you are required to complete a LEED Certification Declaration form.²		

¹ The EO 21-02 requires recipients of state funds to consult with interested parties, i.e., Department of Archaeology and Historic Preservation, and Indian Tribes, prior to starting project construction. If your project funding includes federal funds, Section 106 (National Historic Preservation Act) will be required, which supersedes the EO 21-02 review. These consultations should take place as early as possible in order to avoid delays in starting your project. If you have questions regarding the cultural and historic resources process, please contact your project manager.

² LEED is a certification program run by the U.S. Green Building Council. In 2005 the Washington State Legislature passed a law requiring all capital projects grant recipients to comply with the LEED standards (RCW 39.35D). The goal is for major construction or renovation projects receiving state funds to be built to the LEED silver standard where "practicable." Projects that fall under certain facility types and projects demonstrating that it would not "be practicable" to meet the LEED silver standard may qualify for a LEED exemption. Please refer to the attached *LEED Certification Declaration* form for more details. If you have questions regarding the LEED process, please contact your project manager.

PREVAILING WAGE

2.6 If your project includes new construction or renovation, do you understand and acknowledge that you are required to pay state prevailing wages for all construction-related work as of May 16, 2023 (for the 23-25 biennium) .	<input type="checkbox"/> YES

SCOPE OF WORK

2.7 Describe all the activities and deliverables needed to accomplish this project. IMPORTANT: Provide a description of the project along with the estimated start and end date. Your Scope of Work must correspond with your application or member request and will become part of your contract.

PROJECT COSTS

2.8 Only complete the Project Costs table below <i>if your budget is finalized</i> . A list of eligible and ineligible costs is attached at the end of this survey. IMPORTANT: Your Total Project Costs must equal your Total Funding in Question 2.9. The cost categories must correspond with the activities listed on your Scope of Work. The Project Cost table will become part of your contract. Please note that this is a reimbursement grant; only costs incurred after July 1, 2020 will be reimbursed. IMPORTANT: A finalized budget is required before we can begin writing the contract. IMPORTANT: Internal project management is NOT an eligible cost for reimbursement.

Cost Category	Amount	
Site Acquisition		
Architecture and Engineering		
Construction		
Construction Management		
Capitalized Equipment		
Other:		
TOTAL PROJECT COSTS (must match 2.8 Total Project Funding)	\$ _____	

PROJECT FUNDING

- 2.9** Complete the table below listing the amounts and funding sources for this project. State the status of your funding sources as follows:
- **Committed:** funds are considered committed if a formal notice of approval for the funds is in place from the funding source. Local Revenue must be in an approved budget or be appropriated by your council or commission to be considered committed. Attach documentation such as copies of award letters, council appropriations, etc.
 - **In-Hand:** funds are considered in-hand if you have already received the funds.
- IMPORTANT:** Your Total Project Funding must equal your Total Project Costs in Question 2.8. The Project Funding table will become part of your contract. You are required to have full funding for your project by either having the funds in-hand or by showing that the funds are committed.
- IMPORTANT:** All project funding is required before we can begin writing the contract.

Type of Funding	Identify Source	Amount	Status (Committed or In-Hand)
State Grant	Department of Commerce	\$630,500.00	Committed
Other Funds (e.g. State, Federal, Local, Grants, Private, Loans)			
Total Other:			
TOTAL PROJECT FUNDING (must match 2.8 Total Project Costs)		\$	

CONTINGENCIES

- 2.10** Are there contingencies that could change your answers to any of the questions above? If so, please briefly explain. For example: Project description, site control, scope of work, financing, etc.

PROJECTIONS

3.0	Please estimate how much of your award you plan to request during the upcoming quarters.		
Fiscal Year 2024			
Q1	July 1 - September 30, 2023		
Q2	October 1 - December 31, 2023		
Q3	January 1 - March 31, 2024		
Q4	April 1 – June 30, 2024		
	Total		
Fiscal Year 2025			
Q5	July 1 - September 30, 2024		
Q6	October 1 - December 31, 2024		
Q7	January 1 - March 31, 2025		
Q8	April 1 – June 30, 2025		
	Total		
Fiscal Year 2026			
Q1	July 1 - September 30, 2025		
Q2	October 1 - December 31, 2025		
Q3	January 1 - March 31, 2026		
Q4	April 1 – June 30, 2026		
	Total		

GRANTEE CERTIFICATION

The Grantee certifies that:

- The information and financial data provided in this document are true and correct to the best of their belief and knowledge and it is understood that Commerce staff may independently verify information, and that the discovery of incomplete, false, and/or misleading information is grounds for withholding awarded funds or termination of grant contract;
- Records supporting the information provided in this document are on file and will be made available by the Grantee upon request;
- There are no outstanding liens against this project;
- There is currently no litigation in existence seeking to enjoin the commencement or completion of the above-described project; and
- The Grantee intends to enter into a grant contract with the Department of Commerce, provided that the terms and conditions for a Department of Commerce grant are satisfactory to both parties.

Signed: _____
Name: _____
Title: _____
Phone Number: _____
Date: _____

Eligible Costs

Capital Budget funds may generally be used to pay for the following project expenses incurred as far back as **July 1, 2020**:

- design, architectural, and engineering work;
- building permits/fees;
- archeological/historical review;
- construction labor and materials;
- demolition/site preparation;
- capitalized equipment;
- information technology infrastructure (cables and wiring);
- construction management and observation (from external sources only)*;
- initial furnishings**;
- landscaping;
- real property when purchased specifically for the project, and associated costs.***

* **Construction management and observation** is on-site management and/or supervision of the work site and workers thereon. This is an eligible project cost. Construction management does not include work typically performed by off-site consultants or consultant organizations, grant writers, project managers, or employees of the grantee, unless the employee is hired solely and specifically to perform on-site construction management as defined above and in accordance with the Office of Financial Management's Ten Year Capital Plan.

** **Furnishings and equipment** are considered eligible project costs as long as the average useful life of the item purchased is 13 years or more.

*** **Costs directly associated with property** acquisition include appraisal fees, title opinions, surveying fees, real estate fees, title transfer taxes, easements of record, and legal expenses.

**** **In no way shall funds be used to supplant or subsidize operating costs such as ordinary maintenance or administrative staff expenses**

Note: Please do not include operating costs in your project scope and budget.

Ineligible Costs

The following costs are not eligible for reimbursement under this program:

- internal administrative activities and staffing costs;
- mortgage or loan payments;
- **project management (from any source)****;**
- fundraising activities;
- feasibility studies;
- computers or office equipment;
- rolling stock (such as vehicles);
- lease payments for rental of equipment or facilities;
- any maintenance or operating costs;
- property leases (including long-term leases)
- the moving of equipment, furniture, etc., between facilities.

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
THE CITY OF BONNEY LAKE AND RH2 ENGINEERING, INC.**

THIS PROFESSIONAL SERVICES AGREEMENT is entered into by and between the City of Bonney Lake, Washington, a municipal corporation (“**City**”) and RH2 Engineering, Inc., organized under the laws of the State of Washington, located and doing business at 1201 Pacific Avenue, Suite 1750, Tacoma, Washington 98402 (hereinafter the “**Consultant**”).

RECITALS:

WHEREAS, the City desires to have the Design of the Senior Center Improvements performed; 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-Three Thousand Six Hundred Dollars (\$93,600) for the work set forth in Exhibit “A”. The City shall pay the Consultant within a reasonable amount of time once invoices are received, provided that the Consultant is making steady progress on the work and meeting its deadlines. Such installments shall be paid on the 1st and/or 3rd Thursday of the month with the final installment being paid after delivery of preliminary design and assistance with developing procurement documents. 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:

Geoffrey Dillard, Director
1201 Pacific Avenue, Suite 1750
Tacoma WA 98402
gdillard@rh2.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.

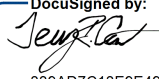
23. Compliance with Laws. The Consultant agrees to comply with all federal, state, and municipal laws, rules, and regulations that are now effective or in the future become applicable to Consultant's business, equipment, and personnel engaged in operations covered by this Agreement or accruing out of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

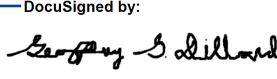
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Name: Terry Carter

Title: Mayor

Date: 6/12/2024 | 11:59 AM PDT

RH2 ENGINEERING, INC.

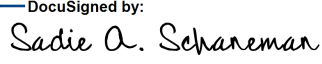
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Name: GEOFFREY DILLARD

Title: Director

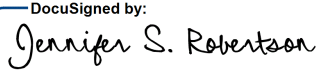
Date: 6/12/2024 | 12:19 PM PDT

ATTEST

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Sadie A. Schaneman, CMC
City Clerk

APPROVED AS TO FORM

DocuSigned by:

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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 May 2024 which is attached hereto and incorporated herein.

EXHIBIT B
Rates of Service

EXHIBIT A
Scope of Work
City of Bonney Lake
Senior Center Tenant Improvement
May 2024

Background

The City of Bonney Lake (City) has received a grant from the Washington State Department of Commerce (Commerce) to fund tenant improvements in the Senior Center facility. The improvements include the following items:

1	Heating, ventilation, and air conditioning (HVAC) retrofit, upgrade existing heat pumps, and provide air conditioning to the kitchen area	\$175,000
2	Roof repairs	\$30,000
3	Painting interior and exterior walls	\$70,000
4	Replace existing windows	\$50,000
5	Wooden deck replacement	\$10,000
6	Dining tables replacement	\$20,000
7	Freezer replacement	\$5,000
8	Bathroom remodel – flooring, fixtures, and stall dividers	\$80,000
9	Acoustic improvements in the great hall	\$10,000
10	Seismic Retrofit for the entire building	\$200,000

The City has requested that RH2 Engineering, Inc., (RH2) provide project management *to develop technical information needed for these improvements. The City will be responsible for coordinating permitting, bid requirements from Commerce, developing Contract Documents, and performing all procurement procedures as required by the Bid Law and Commerce.*

RH2's support is limited to the tasks outlined herein and will be performed to the level of effort identified in the Fee Estimate. If additional effort is required to provide the services or additional services are requested, an amendment shall be mutually determined by the City and RH2. RH2 will rely on the accuracy and completeness of information, data, and materials generated or produced by the City or others in the performance of this Scope of Work. Unless otherwise indicated, deliverables will be provided in an electronic format.

Task 1 – Project Management

Objective: Prepare monthly invoices and budget status summaries.

Approach:

1.1 Prepare monthly invoices and budget status summaries.

RH2 Deliverables:

- Electronic invoices submitted each month (PDF).

Task 2 – Preliminary Design

Objective: Coordinate with subconsultants and provide technical assistance developing procurement documents.

Approach:

2.1 Develop and secure a service agreement contract with ARC Architects.

2.2 Assist the City developing procurement documents. Assistance will be limited to developing technical specification in CSI format. The City will compile all contract documents, general conditions, and any other procurement documents as outlined by Commerce and bidding requirements.

Assumptions:

- *The City will manage the project and provide direction to the design team.*
- *The City will determine all permit requirements and will be responsible for all permitting submittals and all associated permitting fees.*
- *The City is responsible for coordinating with Commerce and all other agencies involved in this project.*
- *The design team will provide technical information to the City, and the City will be responsible for developing contract documents, technical specifications, coordination with the stakeholders, and will secure a Contractor for these improvements.*
- *RH2 will provide up to 14 hours to support the efforts outlined in this task. The City may need additional technical support and subconsultant coordination, thus additional fee authorization will be needed to support the City.*
- *It is understood that the due to funding requirements the project is subject to Executive Section 21-02, and the City will be responsible for leading this effort and ensuring that the contract documents cover all the requirements under this Section.*

Provided by the City:

- Provide direction and guidance to the design team.
- Facility access.

- Attendance at stakeholder meeting.
- Design team guidance and coordination with stakeholders and agencies.
- Contract documents and procurement services.
- Project management.

Provided by RH2:

- Sub-consultant agreement with ARC Architects.
- Attendance at site visit and stakeholder meeting.

Task 3 – Services During Construction

Objective: Provide construction contract administration services during the construction phase of the project to support the City. The details of this Task will be mutually determined after design is completed and an amendment to this Agreement developed. *It is anticipated that City will take the lead in inspection and construction administration and will handle the day-to-day responsibilities.*

- 3.1 The City may need additional assistance during construction, thus ARC Architects may provide additional services for these efforts. Additional fee authorization will be required to fulfill this which will be negotiated a later date.

EXHIBIT B - Preliminary

Fee Estimate

City of Bonney Lake

Senior Center Tenant Improvement

Description		Total Hours	Total Labor	Total Subconsultant	Total Expense	Total Cost
Task 1	Project Management	3	\$ 513	\$ -	\$ 37	\$ 550
1.1	Prepare monthly invoices	3	\$ 513	\$ -	\$ 37	\$ 550
		-	\$ -	\$ -	\$ -	\$ -
Task 2	Preliminary Design	18	\$ 4,810	\$ 88,197	\$ 43	\$ 93,050
2.1	Develop subconsultant agreement with ARC	6	\$ 1,628	\$ 88,197	\$ 25	\$ 89,850
2.2	Provide technical assistnace for CSI spec's	12	\$ 3,182	\$ -	\$ 18	\$ 3,200
Task 3	Services During Construction	-	\$ -	\$ -	\$ -	\$ -
Subtotal Senior Center Tenant Improvement Tasks		21	\$ 5,323	\$ 88,197	\$ 80	\$ 93,600
Subtotal Title Tasks		-	\$ -	\$ -	\$ -	\$ -
PROJECT TOTAL		21	\$ 5,323	\$ 88,197	\$ 80	\$ 93,600