

**RESOLUTION NO. 3246**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH PARAMETRIX FOR TMDL AND SMAP SUPPORT.**

**WHEREAS**, the City of Bonney Lake's Western Washington Phase II Municipal Stormwater Permit (NPDES Permit) is a federal permit that regulates stormwater discharges to waters of the State of Washington; and

**WHEREAS**, implementation of a Stormwater Action Plan (SMAP) and development of a Total Maximum Daily Load (TMDL) compliance program are NPDES permit requirements; and

**WHEREAS**, authorization of \$150,000 of American Rescue Plan Act (ARPA) funds was approved per AB23-69 on May 23, 2023, to fund the TMDL and SMAP requirements of the NPDES permit; and


**WHEREAS**, Public Works staff requests support from Parametrix to develop the TMDL compliance program and implement the SMAP requirements; and

**WHEREAS**, the City received a quote from Parametrix to provide support services for the development of the TMDL compliance program and implementation of the SMAP;

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

That the City Council of the City of Bonney Lake does hereby authorize the Mayor to sign the attached Professional Services Agreement with Parametrix for TMDL and SMAP support in the amount of \$149,068.51.

**PASSED by the City Council this 22nd day of October 2024.**

Signed by:  
  
339AD7C13E8E492...  
Terry Carter, Mayor

AUTHENTICATED:

DocuSigned by:  
  
975A05C52D794C6...  
Sadie A. Schaneman, CMC, City Clerk

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

<b>Agenda Item Type:</b> Resolution	<b>Agenda Bill Number &amp; Ordinance/Resolution/Motion Number:</b> AB24-109 & R24-109	
<b>Department/Division Submitting:</b> Engineering	<b>Presenter:</b> Andrew Fonda	<b>City Strategic Goal Category:</b> DON'T FILL OUT YET

**Agenda Subject:** Authorizing a Professional Services Agreement with Parametrix for TMDL and SMAP Support.


**Full Title/Motion:** A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing A Professional Services Agreement With Parametrix For TMDL and SMAP Support.

**Administrative Recommendation:** Approve

**Short Background Summary:** The City of Bonney Lake's Western Washington Phase II Municipal Stormwater Permit (NPDES Permit) is a federal permit that regulates stormwater discharges to waters of the State of Washington. Two of the requirements under the NPDES Permit is to implement a Stormwater Action Plan (SMAP) and develop a TMDL (Total Maximum Daily Load) compliance program for Fecal Coliform in Fennel Creek. The SMAP will include delivery of bid ready design plans and specifications for water quality retrofit projects along Angeline Road to improve water quality and meet treatment area requirements required by the NPDES Permit. The TMDL program will involve developing a QAPP (Quality Assurance Project Plan) to outline the procedures for water sample collection and analysis for fecal coliform as required by the NPDES permit. Authorization of \$150,000 of American Rescue Plan Act (ARPA) funds was approved per AB23-69 on May 23, 2023, to fund the TMDL and SMAP requirements of the NPDES permit.

**Attachments:** Resolution R24-109, Professional Services Agreement

<b>BUDGET INFORMATION</b>			
<b>Budgeted Amount</b> \$150,000	<b>Current Balance</b> \$150,000	<b>Expenditure Amount Needed</b> \$149,068.51	<b>Budgeted Balance Difference</b> \$931.49
<b>Budget Explanation:</b> 415.048.038.594.39.65.01			

<b>COMMITTEE, BOARD &amp; COMMISSION REVIEW</b>					
<b>Public Hearing Date:</b>		<b>Name Of Committee/Commission Public Hearing Was Done At:</b>			
<b>Date &amp; Name Of Committee/ Commission Meeting</b>	<b>Return To Committee/ Commission/Board</b>	<b>Council Workshop Discussion</b>	<b>Consent Agenda</b>	<b>Council Full Issues</b>	<b>Chair's Signature For Approval Of Next Steps</b>
Date: 15 October 2024 Name: CDC	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input checked="" 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	
Date: Name:	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	

**COUNCIL ACTION**

Workshop Date(s): \_\_\_\_\_ Public Hearing Date(s): \_\_\_\_\_  
 Meeting Date(s): 10/22/2024 Tabled To: \_\_\_\_\_

**APPROVALS**

**Department Director:** J.Sullivan      **Mayor:** TC      **Date Reviewed By City Attorney (if applicable):**

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

**THIS PROFESSIONAL SERVICES AGREEMENT** is entered into by and between the City of Bonney Lake, Washington, a municipal corporation (“**City**”) and Parametrix, organized under the laws of the State of Washington, located and doing business at 1039 39th Avenue SE, Suite 100, Puyallup, WA 98374 (hereinafter the “**Consultant**”).

**RECITALS:**

**WHEREAS**, the City desires to have support for implementing monitoring to comply with the Fennel Creek total maximum daily load (TMDL) and stormwater retrofit projects identified by the stormwater management action plan (SMAP); 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 One Hundred Forty-Nine Thousand and Seventy Dollars (\$149,070) for the work set forth in Exhibit “A”. The City shall pay the Consultant monthly for the hours performed completing the scope of work and per the rates listed in Exhibit B, provided that the Consultant is making steady progress on the work and meeting its deadlines. Such installments shall be paid per the City’s check processing schedule with the final installment being paid after the scope of work completion. 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:

Parametrix, Inc.  
Attn: Austin R. Fisher, PE  
1019 39th Avenue SE, Suite 100  
Puyallup WA, 98374  
afisher@parametrix.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: 10/22/2024

**PARAMETRIX, INC.**

DocuSigned by:  
  
E476ADF96298425...

Name: Austin R, Fisher, PE

Title: Vice President

Date: 10/24/2024 | 8:36 PM PDT

**ATTEST**

DocuSigned by:  
  
975A05C62D794C6...

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 October 2024 which is attached hereto and incorporated herein.**

**EXHIBIT B**  
**Rates of Service**

**The Rates of Services are listed in the attached Proposal dated September 2024 which is attached hereto and incorporated herein.**

## City of Bonney Lake On-Call NPDES Support

### Project Understanding

The City of Bonney Lake (City) Public Works Department requested that Parametrix provide support the City's 2024–2029 Western Washington Municipal Separate Storm Sewer System (MS4) Phase 2 National Pollutant Discharge Elimination System (NPDES) Permit (Permit) and implementation of the City's Comprehensive Stormwater Plan. Tasks include implementing monitoring to comply with the Fennel Creek total maximum daily load (TMDL), and a series of stormwater retrofit projects identified by the stormwater management action plan (SMAP) in the previous Permit term.

The Fennel Creek fecal coliform TMDL would include coordination to develop a sampling plan, data collection, and reporting (including a QAPP). The TMDL activities are required to be completed by January 2029. The SMAP Capital Improvement Project (CIP) task proposes to retrofit untreated sections of Angeline Road E to improve water quality and meet the treatment area requirements established in the Permit (S5.C.1.d), which requires that the assigned equivalent acreage specified in Appendix 12 of the 2024 Permit to be fully funded (~60% design) by March 31, 2028.

### Task 01 – Project Management

#### Subtask 01.01 – Project Management

The purpose of this subtask is to track, manage, document, and report on the Parametrix work effort.

#### Approach

This task includes general management functions, such as the following:

- Project Planning – Document and communicate the scope of work, budget, and schedule as a road map for the project team for each task. Coordinate project team and issues throughout the project.
- Budget and Schedule Tracking – Track the project budget using Parametrix in-house tools to verify that progress is keeping pace with spending.
- Periodic team meetings with a list of project issues to document project decisions.
- Monthly Progress Reports – Prepare a monthly invoice for services performed by Parametrix.

#### Assumptions

- Project management will start in August 2024 and extend through January 31, 2026 (approximately 18 months).
- Project management check-ins will be conducted through emails, phone calls, and video meetings. No in-person meetings are included.
- The budget assumes periodic 30-minute coordination meetings for each task.

## Deliverables

- Monthly invoices and progress reports.

## Task 02 – Puyallup River TMDL Compliance

The Puyallup River Watershed is listed on the federal Clean Water Act 303(d) list as impaired for fecal coliform bacteria. The Puyallup River Fecal Coliform TMDL was issued in 2011 to demonstrate the evidence of impairment, note how much reduction is needed to meet Washington State water quality standards, and identify actions to achieve this reduction. The City discharges to the Puyallup River by way of Fennel Creek and has several required actions per Appendix 2 of the 2024 MS4 NPDES permit, as summarized below:

- Designate areas draining to Fennel Creek via the City's MS4 as high priority for illicit discharge detection and elimination (IDDE).
- Complete IDDE screening for bacteria in 100% of the high priority areas by July 31, 2029. Any illicit connections and discharges will require implementation of the activities described in S5.C.5 of the permit.
- Include the results of the screening effort in annual reports submitted to the Washington State Department of Ecology (Ecology).

The City's TMDL program will involve collecting and analyzing samples, keeping records, and reporting results to demonstrate compliance with the Puyallup River Fecal Coliform TMDL in the 2024 Permit.

This task will provide support in developing a TMDL compliance program to meet the Permit requirements.

### Subtask 2.1 – Project Research and Planning

The purpose of this task is to compile background data, provide an evaluation of the physical setting, and compile the information needed to develop a QAPP and Standard Operating Procedures (SOPs).

#### Approach

- Review the available existing fecal coliform data from Fennel Creek subbasins draining to within the City.
- Review similar studies, results, and policies implemented by neighboring jurisdictions and communities.
- Evaluate the Fennel Creek basin physical settings, including the topography, land use adjacent to fennel creek, and the hydrologic features of Fennel Creek and its tributaries.
- Build an ARC GIS web map to support development of the QAPP and to support the general study implementation.
- Perform GIS analysis to visualize and manage existing data sources.
- Develop a map layer in ARC GIS to track collection, management, and validation during the implementation of the field sampling program.
- Obtain and prepare list of MS4 candidate outfalls in the Fennel Creek basin that meet criteria.

- Determine the methodology to be used for field screening using the recommendations provided in Section S5.C5 of the 2024 Permit, as appropriate.
- Select sample site location candidates and conduct field reconnaissance.

## **Assumptions**

- Subtask efforts will rely on available existing data sources.
- The MS4 outfall list will use the outfalls mapped and listed by the City for the MS4 permit.

## **Deliverables**

- GIS database for project data.
- Sample location map.

## **Subtask 2.2 – Quality Assurance Project Plan and Standard Operating Procedures**

The purpose of this subtask is to outline the procedures that will be used to collect, store, and analyze data that demonstrates the City's compliance with the 2011 Puyallup River fecal coliform TMDL.

## **Approach**

- A QAPP will be developed that meets the Ecology requirements for collecting new environmental data and using existing environmental data.
- SOPs will be developed for sampling, auditing, and field methodology, as appropriate for TMDL water quality improvement studies.

## **Assumptions**

- Guidance for preparing the QAPP will be sourced from Ecology's Guidelines for Preparing Quality Assurance Project Plans for Environmental Studies, which was last revised December 2016.
- Ecology's Quality Assurance Plan Template, revised March 9, 2022, will be used to develop the City's TMDL QAPP.
- Ecology's QAPP Review Checklist will be used to verify the project has included the required elements for grant recipients.
- No hydrologic or hydraulic modeling will be developed as part of this project.
- An accredited lab will be identified using Ecology's Environmental Laboratory Accreditation Website, as appropriate for the methods identified in subtask 03.01.
- Deliverables will be provided in electronic format (Microsoft Word and PDF).
- Parametrix will review City comments on the Draft QAPP and SOP and include responses in final drafts.



## Deliverables

- Draft QAPP for the Puyallup River fecal coliform TMDL compliance sampling, including field sampling and chain of custody templates (5-7 pages)
- Final QAPP for the Puyallup River fecal coliform TMDL compliance sampling
- Draft SOP (2-3 pages)
- Final SOP

## Task 03 – SMAP Projects

The City Public Works Department proposes to retrofit untreated sections of Angeline Road E to improve water quality and meet the treatment area requirements established in its MS4 Permit. The City aims to complete these objectives by undertaking three separate ditch enhancement projects along Angeline Road. These projects are planned to provide enhanced water quality treatment along Angeline Road E and to be constructed in phases, as follows:

- **CIP 1 – Bioswale 1:** Expected to treat approximately 16.7 acres. Start year: 2025.
- **CIP 2 – Bioswale 2:** Expected to treat approximately 17.6 acres. Start year: 2027.
- **CIP 3 – Bioswale 3:** Expected to treat approximately 15.1 acres. Start year: 2029.

These projects may be combined or require redesign based on the confirmation of the drainage basins, site suitability, and sidewalk improvement efforts the City is currently undertaking on Angeline Road E. As such, final size, placement, and configuration of the project components may be adjusted as the design progresses.

## Subtask 03.01 – Design Plans and Specifications

### Design Report

The goal of this subtask is to document the preferred alternative.

### Approach

Prepare a single design report that includes all three projects, including the following chapters:

1. Introduction.
2. Basin Description.
3. Site Description.
4. Minimum Requirement/Core Element Analysis.
5. Alternatives Considered.
6. Design Analysis.
7. Quantification of the Water Quality Benefit.
8. Engineer's Opinion of Probable Cost.
9. Proposed Schedule.

## Assumptions

The design report will be submitted with the 60% design package.

The final design report with responses to City comments on the draft report will be submitted with the 90% design package.

## Deliverables

City review draft (60%).

Final project design report.

## PS&E Bid Documents

This subtask develops the plans, specifications, and estimates (PS&E) of the engineer's opinion of cost and the project schedule in a bid package for contractor procurement by the City. The 60%, 90%, and final bid documents will be provided. One set will be provided for each of the three projects.

## Approach

- Prepare 60% plan set (up to 10 sheets).
  - Cover sheet.
  - General notes and legend.
  - Existing conditions.
  - Staging and temporary construction areas.
  - Demolition and temporary erosion and sediment control (TESC) plan with temporary bypass.
  - Site layout plan.
  - Grading.
  - Drainage plan.
  - Miscellaneous details.
  - Restoration plan.
- At the 60% level, prepare the engineer's opinion of cost and list of anticipated special provisions for City review.
- Prepare the 90% and final plan sheets (up to 15 sheets).
  - Cover.
  - General notes and legend.
  - Survey and alignment control plan.
  - Existing conditions.
  - Staging and temporary construction areas.
  - Traffic control.

- Demolition and TESC plan with temporary bypass.
- TESC plan details.
- Site layout plan with control points.
- Grading.
- Drainage plan.
- Drainage profiles.
- Miscellaneous details (two sheets).
- Restoration plan.
- Prepare 90% plan set with complete draft specifications, engineer's opinion of cost, and project construction schedule for City and Ecology review.
- Prepare final bid package with PS&E and project construction schedule.
- Prepare comment resolution documentation for the 90% and final plan review.
- Provide bid support to respond to questions, attend pre-bid conferences, and support City staff in review.

## **Assumptions**

- The City review time will be 30 calendar days for the 60% plans. The City will resolve and provide one round of consolidated comments. Plan updates to address comments will be provided in the 90% plan set.
- Comment resolution documentation is provided only between 90% and final plan sets. Plan updates to address comments on the 90% plans will be provided in the final plan set.
- Up to two meetings for comment resolution with City staff are included.
- The City review time will be 30 calendar days for the 90% design package. The City will resolve and provide one round of consolidated comments.
- The City will provide information and resolve any issues related to the existing drainage easement and coordinate temporary site and use impacts, resolve private property issues, and address community comments and impact concerns.
- The City will provide copies and distribution of bid documents and notices of advertisement.
- Deliverables will be submitted in electronic PDF format.
- Technical specifications special provisions will be prepared in Washington State Department of Transportation/American Public Works Association format.
- Specifications will be delivered in an electronic format (Microsoft Word).
- Division 00 and 01 specifications will be prepared by the City.
- Engineer's opinion of cost will be delivered in an electronic format.
- Twenty hours of Senior Engineer time are budgeted for bid support.
- Bid documents will be prepared by the City.

## **Deliverables**

- 60% plans, engineer's opinion of cost, and list of special provisions.
- 90% plans, full draft specifications, engineer's opinion of cost, and construction schedule for full internal City and Ecology review.
- Final bid set, including PS&E and construction schedule.
- Comment resolution form for 90% and final plan set.

## **Subtask 03.02 –Environmental Permitting**

### **Reviews and Permitting**

#### **Objective/Goal**

This subtask provides the permitting documents to support the planning, design, and construction work for the projects.

#### **Approach**

- Complete the State Environmental Policy Act (SEPA) checklist.
- Compile a list of other required local, state, tribal, and federal permits.
- Prepare preapplication conference permitting materials.
- Prepare permit materials for local permits, such as grading, right-of-way, utilities.
- Prepare additional materials requested by approving entities, if any.

#### **Deliverables**

- SEPA checklist.
- List of required local, state, tribal, and federal permits.
- Applications for required permits.

#### **Assumptions**

- The SEPA checklist will be based on the City Development Services Form 31.
- The City will be responsible for applications for construction, utility, and right-of-way use permits with support materials provided as needed.
- The NPDES Construction Stormwater Permit Notice of Intent is not included and will be prepared, submitted, and maintained by the contractor, if applicable.
- The City will cover all permit application fees and third-party review fees.
- The City will publish all notices and announcements.
- All deliverables will be in PDF file format and hardcopies as required by City application requirements.
- Permit applications for wetlands or in-water work, including documentation for Section 106 and the Endangered Species Act, are not included in this scope of work.

## **Subtask 03.03 –Survey**

The purpose of this subtask is to complete the property research, field control work, topographic mapping, and develop the base map for the projects.

### **Approach**

- Determine property boundary and right-of-way.
- Locate drainage easement line in the field.
- Coordinate utility locate.
- Survey the utility field-locates.
- Obtain topographic data for the project areas.

### **Assumptions**

- The survey will include property boundary determination and right-of-way identification within the project areas.
- The survey will locate drainage easement lines in the field.
- Utility locate services will be coordinated by Parametrix, including the survey of utility field-locates.
- Topographic data will be collected for the project areas to develop a comprehensive base map.

### **Deliverables**

- Property boundary and right-of-way survey documentation.
- Drainage easement line field-locate survey documentation.
- Utility field-locate survey documentation.
- Topographic survey data and base map.

**End of Scope**

# Exhibit B

Client: City of Bonney Lake

**On-Call NPDES Support Services  
Budget Estimate**

Task	Subtask	Description	Labor Dollars	Labor Hrs	Paul S. Fendt	Theodore B. Prince	Hydrogeologist Mike Brady	Hydrogeologist III Chris Bourgeois	Chad L. Tinsley	Susie Crosier	Kael Martin	Arianna D. Frender	Nikki Redden	Alexandra Y. Van Kirk	Lindsay Connor	Debra M. Fetherston	Susan Swift	Project Control Specialist Shannon Harris	Project Accountant Jessica Lavaris
				3.1	Consultant	Engineer	Hydrogeologist	Hydrogeologist III	GIS Analyst	Designer	Surveyor	Engineer III	Engineer III	Engineer II	Permitting Planner	Publications Supervisor	Technical Editor	Project Control Specialist	Project Accountant
			Cost Rates:		\$104.42	\$70.14	\$65.00	\$79.33	\$50.48	\$72.69	\$53.37	\$42.83	\$44.68	\$39.13	\$39.00	\$53.40	\$38.92	\$46.27	\$40.18
			Burdened Rates:		\$323.70	\$217.43	\$201.50	\$245.92	\$156.49	\$225.34	\$165.45	\$132.77	\$138.51	\$121.30	\$120.90	\$165.54	\$120.65	\$143.44	\$124.56
Task	Subtask	Description	Labor Dollars	Labor Hrs															
<b>On-Call NPDES Support Services</b>																			
01		<b>Project Management</b>	\$14,855.42	80	18	8	0	0	2	0	0	9	8	8	0	0	0	18	9
	01	Project Management	\$14,855.42	80	18	8	0	0	2	0	0	9	8	8	0	0	0	18	9
02		<b>Puyallup River TMDL Compliance</b>	\$30,414.72	198	20	8	0	20	0	0	80	0	64	0	2	4	0	0	0
	01	Project Research & Planning	\$17,357.27	112	12	4	0	16	0	0	40	0	40	0	2	4	0	0	0
	02	Quality Assurance Project Plan & Standard Operating Procedure	\$13,057.45	86	8	4	0	4	0	0	40	0	24	0	0	0	0	0	0
03		<b>SMAP CIP Project Development</b>	\$102,998.37	606	16	40	0	12	160	40	0	178	96	48	12	4	0	0	0
	01	Environmental Permitting	\$11,813.98	86	4	0	0	4	0	0	0	16	8	48	4	2	0	0	0
	02	Design Plans and Specifications	\$84,289.50	478	12	40	0	8	160	0	0	160	88	8	2	0	0	0	0
	03	Survey	\$6,894.90	42	0	0	0	0	0	0	40	0	2	0	0	0	0	0	0
<b>Labor Totals:</b>			148,269	884	54	48	8	0	34	160	40	89	186	168	48	14	8	18	9
<b>Totals:</b>			\$148,268.51		\$17,479.91	\$10,436.83	\$1,612.00	\$0.00	\$5,320.59	\$36,054.24	\$6,617.88	\$11,816.80	\$25,762.49	\$20,378.90	\$5,803.20	\$2,317.56	\$965.22	\$2,581.87	\$1,121.02

**Other Direct Expenses**

Survey	\$300.00
Mileage (\$0.67 per mile)	\$500.00
<b>Other Direct Expenses Total (Mileage and Printing Costs):</b>	<b>\$800.00</b>

**Budget Estimate \$149,068.51**