

**FIRCREST CITY COUNCIL
REGULAR MEETING AGENDA**

**TUESDAY, MARCH 12, 2019
7:00 P.M.**

**COUNCIL CHAMBERS
FIRCREST CITY HALL, 115 RAMSDELL STREET**

- 1. CALL TO ORDER**
- 2. PLEDGE OF ALLEGIANCE**
- 3. ROLL CALL**
- 4. PRESIDING OFFICER'S REPORT**
 - A. [Community Center and Pool Project: ARC Presentation on Design Development](#)
- 5. PUBLIC COMMENTS FOR ITEMS NOT ON THE AGENDA**

(Please sign the **Public Attendance Roster/Public Hearing Sign-Up Sheet** if you wish to speak during the meeting.)
- 6. COMMITTEE, COMMISSION & LIAISON REPORTS**
 - A. Administration
 - B. Environment, Planning and Building
 - C. Finance, IT, Facilities
 - D. Other Liaison Reports
- 7. CONSENT CALENDAR**
 - A. Approval of [vouchers](#)/payroll checks
 - B. Approval of minutes: [February 19, 2019 Joint Meeting](#)
[February 26, 2019 Regular Meeting](#)
[March 6, 2019 Special Meeting](#)
- 8. PUBLIC HEARING 7:15 P.M.**
- 9. UNFINISHED BUSINESS**
- 10. NEW BUSINESS**
 - A. [Motion: Awarding High Tank Painting Project](#)
 - B. [Resolution: Engineering Services Contract with KPG for Alameda Grind and Overlay Project](#)
 - C. [Resolution: Stop Violence Against Women Grant MOU](#)
- 11. CITY MANAGER COMMENTS**
 - A. [Case Statement](#)
- 12. DEPARTMENT HEAD COMMENTS**
- 13. COUNCILMEMBER COMMENTS**
- 14. EXECUTIVE SESSION**
 - A. To discuss current or potential litigation per RCW 42.30.110(1)(i)
- 15. ADJOURNMENT**

COUNCIL MAY ADD AND TAKE ACTION ON OTHER ITEMS NOT LISTED ON AGENDA

PRESIDING OFFICERS REPORT: Community Center and Pool Project:
ITEM: 4A ARC Presentation on Design Development

FROM: Scott Pingel, City Manager

BACKGROUND: ARC will be presenting Design Development (DD) to the City Council. As DD is nearly complete, ARC will be looking for any final changes or feedback from the City Council in order for them to complete the DD phase and move on to the Construction Documents phase of the project. As at the end of the Schematic Design phase, a cost estimate was provided, another estimate is provided again at the end of Design Development. The new estimate is included with the ARC presentation. Overall, estimates are similar to Schematic Design. Estimates for the Pool and Bathhouse have come down slightly while estimates for the Community Center have increased slightly. A part of the increase to the Community Center estimate is due to escalating numbers a bit to account for bidding the project in 2021. At the end of Schematic Design, cost estimates for the pool and community center were in the \$17.3-\$17.4 million range. New estimates are at about \$17.65 million, which is still within the \$18 million budget the Council has set and still provides room for parks improvements. The new estimates are included in the packet and break out soft costs.

We were able to get some additional details on the photovoltaics from ARC's Electrical Engineering consultant. Assuming \$0.11 per kWh and using 9,000 kWh per month, a 40 KW photovoltaic system is estimated to cost about \$100,000 with an estimated return on investment of 11 years. A 50 KW photovoltaic system is estimated to cost about \$150,000 with an estimated return on investment of 16 years. These numbers assume no tax credit.

The 4th public meeting for the Pool and Community Center project was held Wednesday, March 6th at the Community Center. About 45 residents were in attendance. A few comments were received regarding a generator for the Community Center. A generator has been planned for the Community Center, but it has not been planned to be on-site. A few residents spoke encouraging the City to have the generator onsite, which is a possibility. The Council should weigh in on this issue as well before we move beyond Design Development.

ATTACHMENTS: [ARC Design Development presentation](#)
[Design Development Cost Estimates for the Pool and Community Center](#)

TONIGHT'S AGENDA

- 1 - POOL & COMMUNITY CTR ASSESSMENT**
- 2 - PROJECT OVERVIEW**
- 3 - BUILDING & SITE DESIGN**
- 4 - FINANCIAL UPDATE**
- 5 - NEXT STEPS**



WORK TO DATE

- Pros Plan 2014
- Assessment & concept 2015 - 2016
- Geotechnical study 2016
- Financial review 2017 - 2018
- Community survey 2017 and 2018
- 3 Public Meetings and 8 Steering Committee
- Council Recommendation - Dec. 2018



ASSESSMENT - 2016

Almost 60 years old with aging systems, the pool & community center recommended to be replaced.

POOL - EXISTING ISSUES

- Losing water
- Sloped pool decks
- Uneven skimmers
- Not competition length
- Old pool mechanical
- Lockers rooms do not meet current ADA
- No family changing rooms
- Not enough storage
- No diving board



ASSESSMENT - 2016

COMMUNITY CENTER - EXISTING ISSUES

- No central control - hidden hallways
- Gymnasium - elementary school size - no side lines or bleachers or daylight / views
- No fire sprinklers and aging systems
- Fire alarm & lighting not updated
- Minimal seismic structure
- Restrooms and kitchen are small & not ADA
- Minimal views to park



PROJECT OVERVIEW - POOL & BATHHOUSE

PHASE 1

- 4,500 SF bath house with year round meeting room, kitchen, and field restrooms.
- Full size competition pool with recreation area for swim lessons and play.
- Baby pool with play feature
- Diagonal parking and 2 new ADA parking spaces and a loading zone



PROJECT OVERVIEW - COMMUNITY CENTER

PHASE 2

- 14,500 sf community center with full size HS gymnasium (6,900 sf) for basketball, volleyball, pickleball with side courts and bleacher seating, scoreboard, daylight.
- Multipurpose Room (1,470 sf) for up to 75 people
- Small multipurpose room (700 SF)
- Youth room (350 sf)
- Art/ gathering space (600 sf) open to lobby for meetings, socializing, cards, art projects, etc.



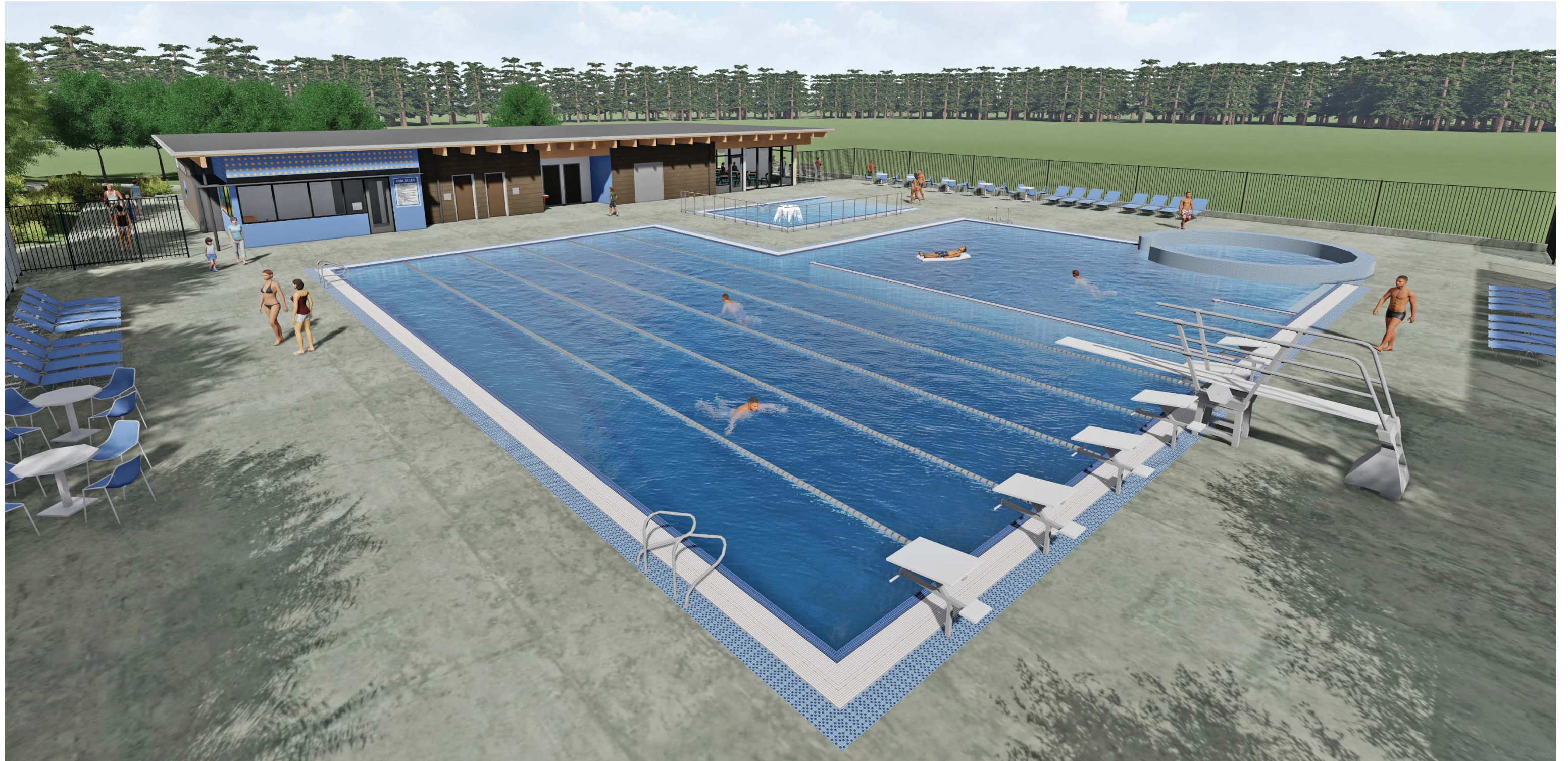
SITE MASTER PLAN



SITE PLAN



POOL DESIGN



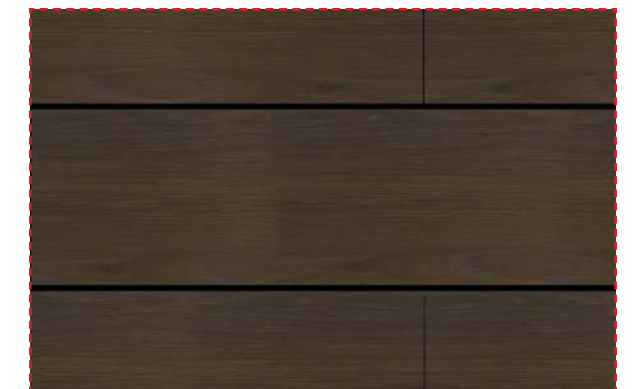
BATH HOUSE PLAN



BATHHOUSE - ENTRY FROM STREET



STRUCTURE



SIDING



ACCENT

BATHHOUSE - VIEW FROM PARK



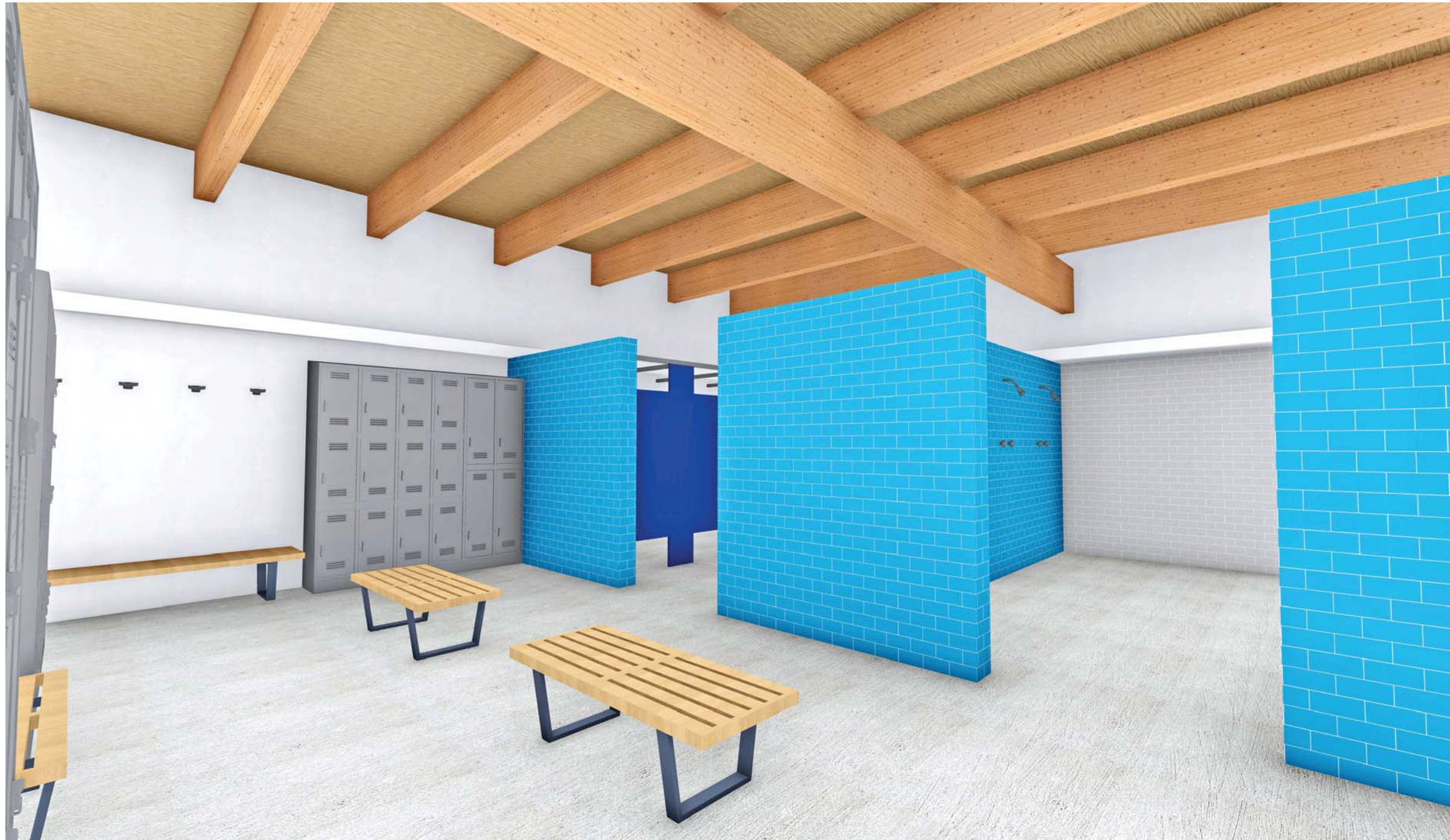
BATHHOUSE - VIEW FROM POOL



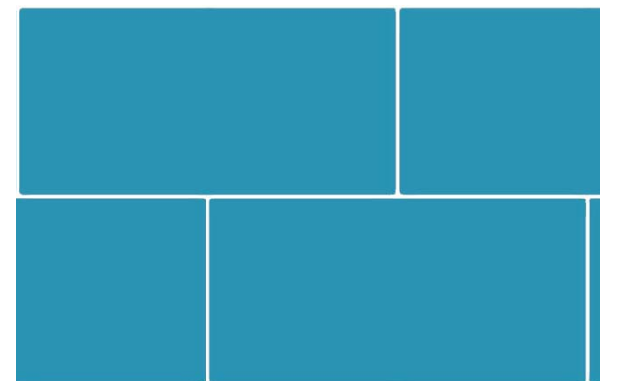
MEETING ROOM



LOCKER ROOMS



STRUCTURE

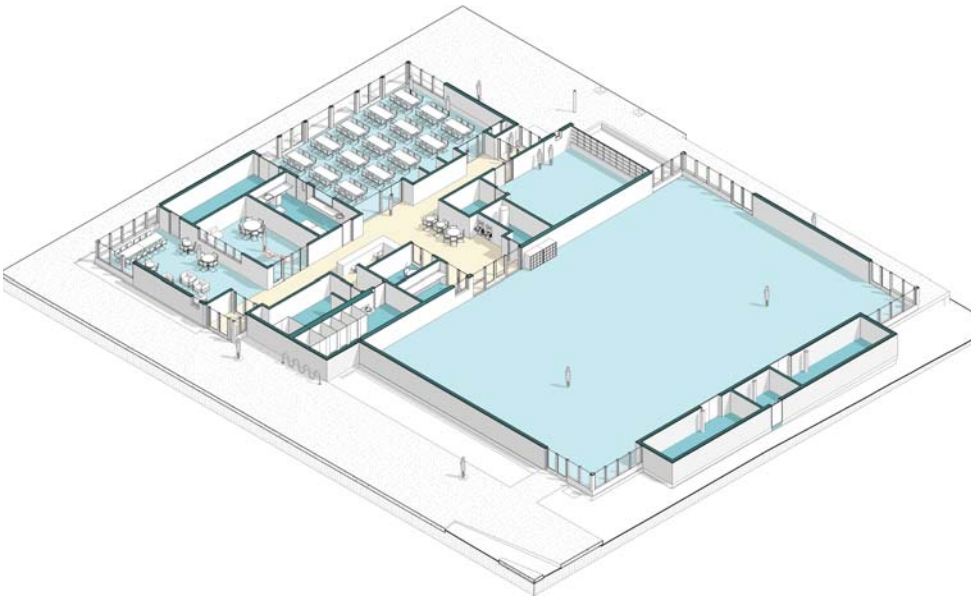
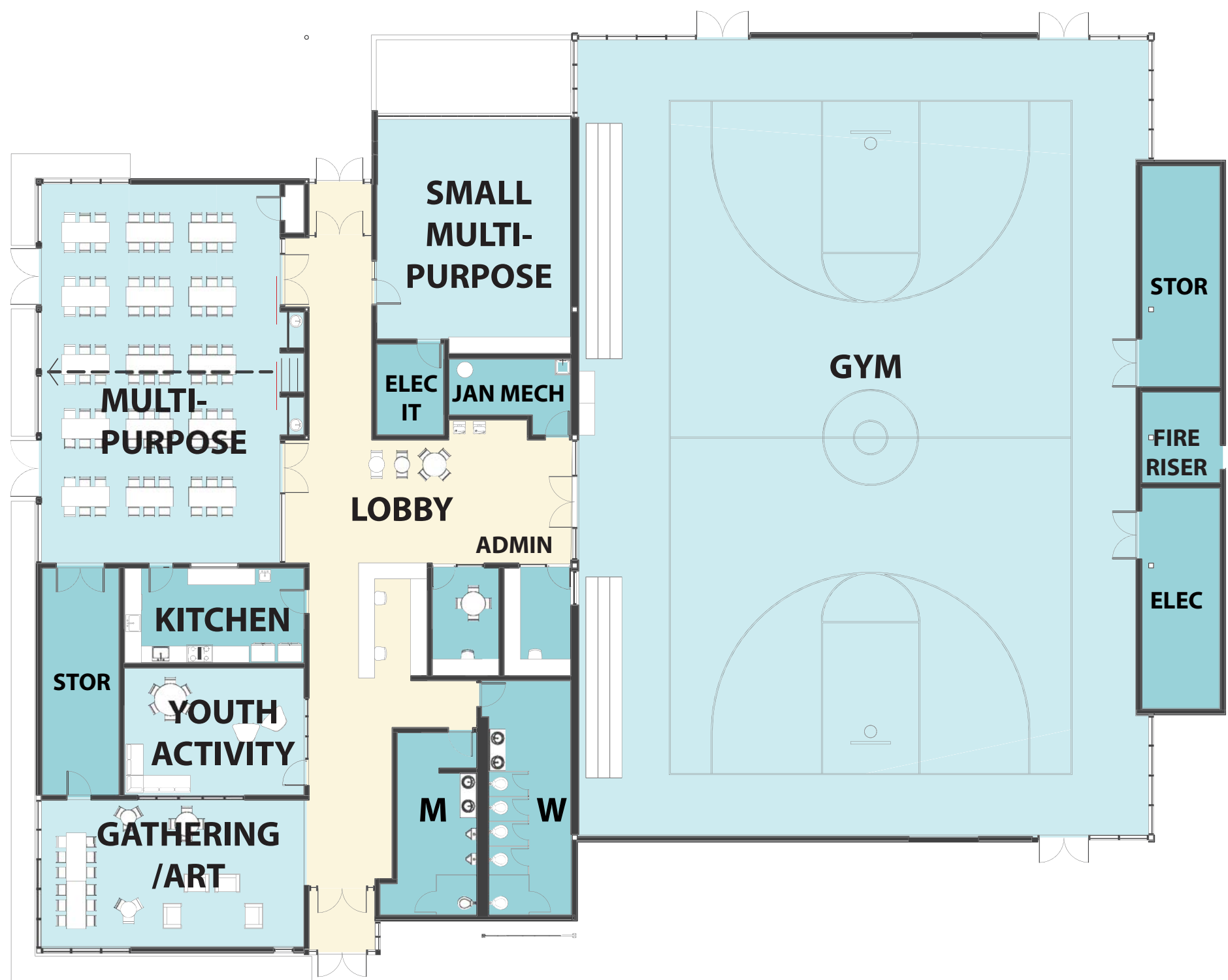


TILES



CONC. FLOOR

COMMUNITY CENTER PLAN



COMMUNITY CENTER - WEST ENTRY



COMMUNITY CENTER - EAST ENTRY FROM PARK



MULTIPURPOSE ROOM - VIEW TO PARK



GYMNASIUM - VIEW TO SOUTH



VIEW FROM THE PARK



FINANCIAL UPDATE

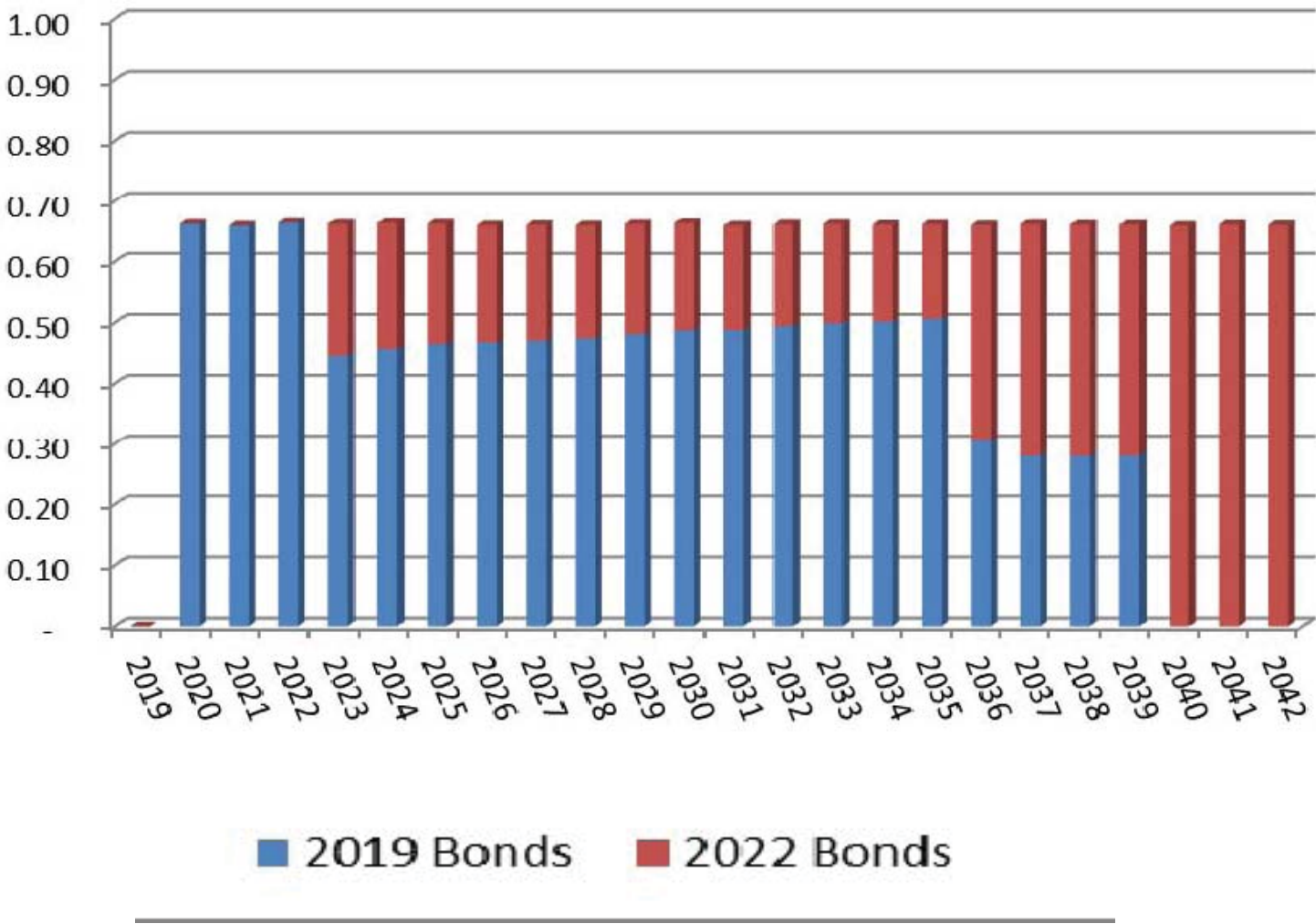
Option - 20 year financing (hybrid)

One Ballot Measure - Fund \$8.5M in 2019 and \$5.0 M in 2022

Level Levy	<u>2019</u>	<u>2022</u>		
	20-Years	20-Years	Combined	
Funding Amount:	<u>8,500,000</u>	<u>5,000,000</u>	<u>13,500,000</u>	
Est. Average Payment (1):	NA	NA	NA	
Est. Net Borrowing Cost (1):			3.96%	
Tax Levy Impact (1): (\$ per \$1,000 of AV)	0.66-0.28	0.16-0.66	0.67	
Estimated Tax Levy Rate of 67 cents per \$1,000 of Assessed Value				
Home value of:	200,000	300,000	400,000	500,000
Annual Tax Increase (1):	134.00	201.00	268.00	335.00
Monthly Tax Increase (1):	11.17	16.75	22.33	27.92

Assumptions:

- 1. Net Borrowing Cost is preliminary and subject to change.
Assumes current rates for the 2019 Bond +0.50% and current rates+1% for the 2022 Bond.
- 2. Est. Assessed Value for the 2019 Tax Collection year: \$905,643,718
- 3. Assumes Assessed Value growth of 4.5% thru 2025, then 2.5% per year.
- 4. Assumes the tax delinquency will add 1 cent to the bond levy rate.



NEXT STEPS

Dates	
Dec. 2018 – Feb. 2019	Design Development
January 17, 2019	Steering Committee Meeting
January 23, 2019	Public Meeting #3
February 2019	Cost Estimate updates
February 27, 2019	Steering Committee Meeting
March 6, 2019	Public Meeting #4
April 23, 2019	Bond Ballot Measure
March – May 2019	Construction Documents
June – July 2019	Bidding & Contracts if approved Construction start in August

Today !

FIRCREST POOL AND COMMUNITY CENTER

DD BUDGET WORKSHEET - COMMUNITY CENTER

ARC ARCHITECTS

March 7, 2019

ESTIMATED CONSTRUCTION COSTS				
	SF			
New Community Center	14,615	\$418.21	\$6,112,086	includes hazmat & demo & PV
Site			\$1,621,136	civil and landscape
ESTIMATE CONST. COSTS			\$7,733,222	(ECC) escalated to July 2021 bid

ESTIMATED SOFT COSTS				
A/E	11.0%	of ECC	\$850,654	includes commissioning
FFE	3.0%	of ECC	\$231,997	
WSST	9.9%	of ECC	\$765,589	
construction contingency	7.0%	of ECC	\$541,326	
owner's project manager			\$0	starting in CD -Bid - CA
bond or funding campaign			\$50,000	
LEED Certification			\$0	not required
traffic impact fees			\$0	
utility re-connection fees			\$150,000	need to verify
testing	1.0%	of ECC	\$77,332	
permits/inspections	3.0%	of ECC	\$231,997	
EST SOFT COSTS			\$2,898,894	

EST PROJECT COSTS			\$10,632,116	
--------------------------	--	--	---------------------	--

FIRCREST POOL AND COMMUNITY CENTER

DD BUDGET WORKSHEET - POOL ONLY

ARC ARCHITECTS

March 7, 2019

ESTIMATED CONSTRUCTION COSTS				
New Bathhouse Building	SF 4,700	\$379.41	\$1,783,226	demo included
New Pools & features			\$2,229,645	and decks, fence, gates
Site			\$930,027	civil and landscape
ESTIMATE CONST. COSTS			\$4,942,898	(ECC)

ESTIMATED SOFT COSTS				
A/E	13.0%	of ECC	\$678,180	actual
FFE	3.0%	of ECC	\$148,287	tables, chairs, computers
WSST	9.9%	of ECC	\$489,347	
construction contingency	10.0%	of ECC	\$494,290	(7% min.)
Hazmat survey & plans			\$0	not required for Phase 1
traffic impact fees			\$0	
utility re-connection fees			\$75,000	need to verify
testing	1.0%	of ECC	\$49,429	
permits/inspections	3.0%	of ECC	\$148,287	
EST SOFT COSTS			\$2,082,820	

EST PROJECT COSTS	\$7,025,718
-------------------	-------------

ACCOUNTS PAYABLE

City Of Fircrest
MCAG #: 0583

As Of: 03/12/2019

Time: 14:10:10 Date: 03/08/2019
Page: 1

Accts Pay #	Received	Date Due	Vendor	Amount	Memo
18767	03/12/2019	03/12/2019	2023	Alexander, John	29.50 Library Reimbursement 1/2 Year
572 21 49 00	Library Services	001 000 572	General Fund	29.50	Library Reimbursement 1/2 Year
18821	03/12/2019	03/12/2019	7066	Apex Engineering	3,200.00 P#56 Tank Painting Final Specs
594 34 63 02	Project Engineering Water	426 000 594	Water Improve	3,200.00	P#56 Tank Painting Final Specs
18774	03/12/2019	03/12/2019	8444	Baseline Repair and Monitoring Services	164.85 Burster Slitter Machine Repair - Court
548 65 48 02	O & M - Court	501 000 548	Equipment Ren	164.85	Burster Slitter Machine Repair - Court
18809	03/12/2019	03/12/2019	4886	Big 5 Sporting Goods	264.20 Basketballs For Rec Center
571 10 31 01	Oper Supplies - Rec	001 000 571	General Fund	264.20	Basketballs For Rec Center
18778	03/12/2019	03/12/2019	4221	Big John's Trophies Inc	35.23 Engraved Plates (2018 Top Gun And Officer Of The Year)
521 22 31 00	Office & Oper Sup - Police	001 000 521	General Fund	35.23	Engraved Plates (2018 Top Gun And Officer Of The Year)
18854	03/12/2019	03/12/2019	5428	Boers, Jeff	1,543.75 Land Use Consulting Jan 2019 (16.25 Hrs)
558 60 41 00	Prof Svcs - Planning	001 000 558	General Fund	1,543.75	Land Use Consulting 01/2019 (16.25 Hrs)
18795	03/12/2019	03/12/2019	3572	CED	438.64 Island Lighting Replacement, Repair Parts On Emerson Island
542 80 31 01	Operating Supplies - St Bea	101 000 542	City Street Fun	438.64	Island Lighting Replacement, Repair Parts On Emerson Island
18857	03/12/2019	03/12/2019	3572	CED	-375.44 Returned Streetlight Bulb
542 80 31 01	Operating Supplies - St Bea	101 000 542	City Street Fun	-375.44	Returned Streetlight Bulb
Total CED				63.20	
18747	03/04/2019	03/12/2019	6050	Carr, Brandon L	177.71 01-00140.6 - 141 HARVARD AVE
343 10 00 00	Storm Drain Fees & Charge	415 000 340	Storm Drain	-39.58	
343 40 00 00	Sale Of Water	425 000 340	Water Fund (de	-42.45	
343 50 00 00	Sewer Revenues	430 000 340	Sewer Fund (de	-95.68	
18813	03/12/2019	03/12/2019	4290	Cascade Recreation Inc	237.38 Dog Waste Bags
576 80 31 02	Oper Supplies - Parks	001 000 576	General Fund	237.38	Dog Waste Bags
18802	03/12/2019	03/12/2019	7374	Celis, Victor	45.84 Eyewear Reimbursement - V. Celis

ACCOUNTS PAYABLE

City Of Fircrest
MCAG #: 0583

As Of: 03/12/2019

Time: 14:10:10 Date: 03/08/2019
Page: 2

Accts Pay #	Received	Date Due	Vendor	Amount	Memo
521 22 20 00	Personnel Benefits - Police	001 000 521	General Fund	45.84	Eyewear Reimbursement - V. Celis
18782	03/12/2019	03/12/2019	3994	CenturyLink	448.79 Circuit Line / PRI Line February 2019
518 10 42 00	Communication - Non Dep	001 000 518	General Fund	448.79	Circuit / PRI Lines 02/2019
18829	03/12/2019	03/12/2019	3994	CenturyLink	66.99 PW DSL / Telemetry March 2019
534 10 42 00	Communication - Water	425 000 534	Water Fund (de	33.49	PW DSL / Telemetry 03/2019
535 10 42 01	Communication - Sewer	430 000 535	Sewer Fund (de	33.50	PW DSL / Telemetry 03/2019
18852	03/12/2019	03/12/2019	3994	CenturyLink	378.65 911, Message And Alarm March 2019 - City Hall, Rec, Public Works
518 10 42 00	Communication - Non Dep	001 000 518	General Fund	63.11	CH 911 03/2019
518 10 42 00	Communication - Non Dep	001 000 518	General Fund	63.11	CH Message 03/2019
518 10 42 00	Communication - Non Dep	001 000 518	General Fund	63.11	CH Alarm 03/2019
531 50 42 00	Communication - Storm	415 000 531	Storm Drain	31.56	PW 911 & Alarm 03/2019
534 10 42 00	Communication - Water	425 000 534	Water Fund (de	31.56	PW 911 & Alarm 03/2019
535 10 42 01	Communication - Sewer	430 000 535	Sewer Fund (de	31.56	PW 911 & Alarm 03/2019
542 30 42 00	Communication - Street	101 000 542	City Street Fun	31.56	PW 911 & Alarm 03/2019
576 80 42 00	Communication - Parks	001 000 576	General Fund	63.08	Rec Alarm 03/2019
Total CenturyLink				894.43	
18755	03/12/2019	03/12/2019	4318	City of Fircrest Treasurer	1,298.91 Interfund - February 2019
576 80 47 00	Public Utility Services - Pa	001 000 576	General Fund	1,298.91	Interfund - Pool 02/2019
18855	03/12/2019	03/12/2019	4322	City of Tacoma - Utilities	4,254.90 Power - Various Locations February 2019
534 80 47 01	Utility Services/Pumping	425 000 534	Water Fund (de	127.04	Surface Water 02/2019
534 80 47 01	Utility Services/Pumping	425 000 534	Water Fund (de	2,154.34	Wells #6, #7, #8, Weathervane 02/2019
535 80 47 01	Utility Services/Pumping	430 000 535	Sewer Fund (de	613.36	Pump #3, Creek Lift, Commons Lift, Alameda Lift 02/2019
542 30 47 03	Electricity/Traffic Lights	101 000 542	City Street Fun	20.92	40th / Alameda 02/2019
542 63 47 00	Electricity/Street Lights	101 000 542	City Street Fun	11.91	5200 Emerson 02/2019
576 80 47 00	Public Utility Services - Pa	001 000 576	General Fund	1,327.33	Whittier Park 02/2019
18752	03/12/2019	03/12/2019	6685	Cleanstart LLC	1,950.00 Monthly Cleaning Services - March 2019
518 30 41 01	Contract Maintenance	001 000 518	General Fund	1,950.00	Monthly Cleaning 03/2019
18785	03/12/2019	03/12/2019	6685	Cleanstart LLC	650.00 Floor Deep Clean - Rec Center
518 30 48 01	Rep & Maint - Rec Bldg	001 000 518	General Fund	650.00	Floor Deep Clean - Rec Center

ACCOUNTS PAYABLE

City Of Fircrest
MCAG #: 0583

As Of: 03/12/2019

Time: 14:10:10 Date: 03/08/2019
Page: 3

Accts

Pay #	Received	Date Due	Vendor	Amount	Memo
			Total Cleanstart LLC	2,600.00	
18770	03/12/2019	03/12/2019	6203 Code Mechanical Inc	866.56	HVAC Unit Repair - City Hall
	518 30 48 02 Rep & Maint - City Hall		001 000 518 General Fund	866.56	HVAC Unit Repair - CH
18765	03/12/2019	03/12/2019	3573 Copiers Northwest Inc	170.49	Copier Rental March 2019 - Police
	521 22 45 00 Oper Rentals - Copier - Pol		001 000 521 General Fund	170.49	Police Copier Rental 03/2019 & Usage 02/2019
18820	03/12/2019	03/12/2019	3573 Copiers Northwest Inc	305.86	Copier Usage January 2019 - City Hall, Court, Parks/Rec, Public Works
	512 50 45 00 Oper Rentals - Copier - Coi		001 000 512 General Fund	29.27	Court Usage 01/2019
	518 10 45 00 Oper Rentals - Copier - No		001 000 518 General Fund	175.19	CH Usage 01/2019
	531 50 45 00 Oper Rentals - Copier - Sto		415 000 531 Storm Drain	13.33	PW Usage 01/2019
	534 10 45 02 Oper Rentals - Copier - Wa		425 000 534 Water Fund (de	13.34	PW Usage 01/2019
	535 10 45 00 Oper Rentals - Copier - Sev		430 000 535 Sewer Fund (de	13.34	PW Usage 01/2019
	542 30 45 00 Oper Rentals - Copier - Str		101 000 542 City Street Fun	13.33	PW Usage 01/2019
	571 10 45 01 Oper Rentals - Copier - Rec		001 000 571 General Fund	43.25	Rec Usage 01/2019
	576 80 45 00 Oper Rentals - Copier - Par		001 000 576 General Fund	4.81	Parks Usage 01/2019
			Total Copiers Northwest Inc	476.35	
18773	03/12/2019	03/12/2019	363 Corcoran, Colleen T	95.50	Title Fees For 2019 Police Vehicles (2) #68055D And #68056D
	594 48 64 08 Police - ERR Capital		501 000 548 Equipment Ren	95.50	Title Fees For 2019 Police Vehicles (2) #68055D And #68056D
18779	03/12/2019	03/12/2019	7227 Correct Equipment Inc	195.62	Diaphragm For Chlorine Pump Well #4
	534 80 31 02 Oper Supplies - Water		425 000 534 Water Fund (de	195.62	Diaphragm For Chlorine Pump Well #4
18830	03/12/2019	03/12/2019	7384 Costanti-Eacrett, Virginia	34.45	Mileage Reimbursement To AOC Seminar 2/28/19
	512 50 43 00 Travel - Court		001 000 512 General Fund	34.45	Mileage Reimbursement To AOC Seminar 2/28/19
18777	03/12/2019	03/12/2019	3589 Databar Inc	2,240.84	February 2019 Billing Statements, Town Topics And Rate Increase Insertion, Postage
	518 10 49 01 Town Topics/Citizen Comr		001 000 518 General Fund	244.23	Town Topics 02/2019
	531 50 42 01 Postage - Storm		415 000 531 Storm Drain	78.21	UB Postage 02/2019
	531 50 49 06 Mailing Service - Storm		415 000 531 Storm Drain	405.54	UB Production 02/2019
	531 50 49 06 Mailing Service - Storm		415 000 531 Storm Drain	100.37	Rate Increase 02/2019
	534 10 42 01 Postage - Water		425 000 534 Water Fund (de	78.22	UB Postage 02/2019
	534 10 49 06 Mailing Service - Water		425 000 534 Water Fund (de	405.54	UB Production 02/2019

ACCOUNTS PAYABLE

City Of Fircrest
MCAG #: 0583

As Of: 03/12/2019

Time: 14:10:10 Date: 03/08/2019

Page: 4

Accts

Pay #	Received	Date Due	Vendor	Amount	Memo
	534 10 49 06	Mailing Service - Water	425 000 534 Water Fund (de	100.37	Rate Increase 02/2019
	535 10 42 02	Postage - Sewer	430 000 535 Sewer Fund (de	78.22	UB Postage 02/2019
	535 10 49 05	Mailing Service - Sewer	430 000 535 Sewer Fund (de	405.54	UB Production 02/2019
	535 10 49 05	Mailing Service - Sewer	430 000 535 Sewer Fund (de	100.37	Rate Increase 02/2019
	542 80 31 04	Beautification-Supplies	101 000 542 City Street Fun	244.23	Comm. Sponsorship 02/2019
18804	03/12/2019	03/12/2019 3589	Databar Inc	2,000.18	Town Topics And Community Sponsorship February 2019
	518 10 49 01	Town Topics/Citizen Comr	001 000 518 General Fund	2,000.18	Town Topics / Community Sponsorship 02/2019
18818	03/12/2019	03/12/2019 3589	Databar Inc	389.90	Town Topics Separate Mailing February 2019
	518 10 49 01	Town Topics/Citizen Comr	001 000 518 General Fund	389.90	Town Topics Separate Mailing 02/2019
			Total Databar Inc	4,630.92	
18847	03/12/2019	03/12/2019 333	Deal Jr, Robert	10.69	Reimbursement For Postage To Mail Blood Vial Samples
	521 22 49 00	Miscellaneous - Police	001 000 521 General Fund	10.69	Reimbursement For Postag To Mail Blood Vial Samples
18825	03/12/2019	03/12/2019 3591	Dell Marketing L.P.	978.66	OptiPlex 5060 Computer For S. Maenhout
	594 48 64 08	Police - ERR Capital	501 000 548 Equipment Ren	978.66	Replacement Computer For S. Maenhout
18776	03/12/2019	03/12/2019 3594	Dept Of Ecology	2,604.59	07/01/2018 - 06/30/19 Stormwater Phase 2 Fee (2nd Half)
	531 50 49 01	Operation Permit	415 000 531 Storm Drain	2,604.59	07/01/18 - 06/30/19 Stormwater Fee (2nd Half)
18748	03/04/2019	03/12/2019 2515	Dion, Norman	97.87	05-02240.0 - 1021 BROADVIEW DR
	343 10 00 00	Storm Drain Fees & Charge	415 000 340 Storm Drain	-42.25	
	343 40 00 00	Sale Of Water	425 000 340 Water Fund (de	43.14	
	343 50 00 00	Sewer Revenues	430 000 340 Sewer Fund (de	-98.76	
18780	03/12/2019	03/12/2019 7955	Dudley, William	59.00	Library Reimbursement 1 Year
	572 21 49 00	Library Services	001 000 572 General Fund	59.00	Library Reimbursement 1 Year
18811	03/12/2019	03/12/2019 6995	Endicott, Cynthia J.	371.00	Instructor Fees January 2019
	571 20 49 06	Instructor Fees	001 000 571 General Fund	371.00	Silver Sneakers & Yoga 01/2019
18745	03/04/2019	03/12/2019 3185	Estate of Jack R Chryst	1.68	07-02480.1 - 4003 FLORA DR
	343 40 00 00	Sale Of Water	425 000 340 Water Fund (de	-21.08	

ACCOUNTS PAYABLE

City Of Fircrest
MCAG #: 0583

As Of: 03/12/2019

Time: 14:10:10 Date: 03/08/2019
Page: 5

Accts

Pay #	Received	Date Due	Vendor	Amount	Memo
	343 50 00 00	Sewer Revenues	430 000 340 Sewer Fund (de	19.40	
18844	03/12/2019	03/12/2019 3638	Fircrest Golf Club	1,268.75	Golf Tank Land Rental March 2019
	534 10 45 01	Land Rental/Water Tank	425 000 534 Water Fund (de	1,268.75	Golf Tank Land Rental 03/2019
18799	03/12/2019	03/12/2019 3649	Flo Hawks Plumbing & Septic	3,996.56	Contra Costa L/S Cleaning 2nd Phase
	535 50 48 00	Rep & Maint - Sewer Main	430 000 535 Sewer Fund (de	3,996.56	Contra Costa L/S Cleaning 2nd Phase
18749	03/05/2019	03/12/2019 2706	Gadient, Etienne	45.60	06-00410.8 - 1316 PALM DR
	343 10 00 00	Storm Drain Fees & Charge	415 000 340 Storm Drain	-10.16	
	343 40 00 00	Sale Of Water	425 000 340 Water Fund (de	-10.89	
	343 50 00 00	Sewer Revenues	430 000 340 Sewer Fund (de	-24.55	
18769	03/12/2019	03/12/2019 7230	Galls, LLC - d.b.a. Blumenthal Uniform	14.70	Sergeant Stripes
	521 22 49 01	Uniforms/Clothing/Laundry	001 000 521 General Fund	14.70	Sergeant Stripes
18803	03/12/2019	03/12/2019 5368	Gollinger, Barbara	50.00	Wellness Luncheon Supplies
	517 90 31 01	Health Program - Supplies	001 000 517 General Fund	50.00	Wellness Luncheon Supplies
18807	03/12/2019	03/12/2019 98	Goon, Karen	59.00	Library Reimbursement 1 Year
	572 21 49 00	Library Services	001 000 572 General Fund	59.00	Library Reimbursement 1 Year
18851	03/06/2019	03/12/2019 7263	Harmon, Richard	145.67	03-01800.9 - 508 BERKELEY AVE
	343 10 00 00	Storm Drain Fees & Charge	415 000 340 Storm Drain	-32.44	
	343 40 00 00	Sale Of Water	425 000 340 Water Fund (de	-34.80	
	343 50 00 00	Sewer Revenues	430 000 340 Sewer Fund (de	-78.43	
18757	03/12/2019	03/12/2019 3692	Home Depot Credit Services	35.51	Hot Water Heater Repair Parts - Rec
	518 30 31 01	Oper Sup/Rec Bldg	001 000 518 General Fund	35.51	Hot Water Heater Repair Parts - Rec
18763	03/12/2019	03/12/2019 3692	Home Depot Credit Services	13.28	Maintenance Supplies
	518 30 31 00	Oper Sup/Facilities	001 000 518 General Fund	13.28	Maintenance Supplies
18797	03/12/2019	03/12/2019 3692	Home Depot Credit Services	24.30	Parts For EPA Water Testing
	534 50 31 01	Oper Supplies - Water Mai	425 000 534 Water Fund (de	24.30	Parts For EPA Water Testing
18798	03/12/2019	03/12/2019 3692	Home Depot Credit Services	71.34	SAA#1702 Torch Kit And Misc. Supplies
	534 80 31 02	Oper Supplies - Water	425 000 534 Water Fund (de	10.79	Misc. Supplies
	534 80 35 00	Small Tools & Equip - Wat	425 000 534 Water Fund (de	60.55	SAA#1702 Torch Kit
18822	03/12/2019	03/12/2019 3692	Home Depot Credit Services	6.54	Water Sample Supplies

ACCOUNTS PAYABLE

City Of Fircrest
MCAG #: 0583

As Of: 03/12/2019

Time: 14:10:10 Date: 03/08/2019
Page: 6

Accts Pay #	Received	Date Due	Vendor	Amount	Memo
534 80 35 00	Small Tools & Equip - Wat	425 000 534	Water Fund (de	6.54	Water Sample Supplies
			Total Home Depot Credit Services	150.97	
18768	03/12/2019	03/12/2019	4131 Humane Society - Tacoma	597.92	Boarding Contract February 2019
554 30 41 00	Animal Control	001 000 554	General Fund	597.92	02/2019
18832	03/12/2019	03/12/2019	3706 International Code Council	135.00	2019 Dues
524 20 49 00	Dues,Memberships,Subscri	001 000 524	General Fund	135.00	2019 Dues
18810	03/12/2019	03/12/2019	8445 Jackson, Cameria	100.00	Refund Rental Deposit - Jackson 2/2/19
586 00 00 00	Deposit Refunds	001 000 580	General Fund	100.00	Refund Rental Deposit - Jackson 2/2/19
18787	03/12/2019	03/12/2019	2930 Keating, Kathryn	59.00	Library Reimbursement 1 Year
572 21 49 00	Library Services	001 000 572	General Fund	59.00	Library Reimbursement 1 Year
18750	03/05/2019	03/12/2019	8267 Kurov, Timofey	603.42	03-00120.1 - 257 REGENTS BLVD
343 10 00 00	Storm Drain Fees & Charge	415 000 340	Storm Drain	-134.40	
343 40 00 00	Sale Of Water	425 000 340	Water Fund (de	-144.13	
343 50 00 00	Sewer Revenues	430 000 340	Sewer Fund (de	-324.89	
18839	03/12/2019	03/12/2019	8404 Linda Kaye Briggs	502.55	P#55 Capital Campaign Feb 2019 (3.083 Hrs)
594 76 62 00	Buildings & Structures - Pa	001 000 576	General Fund	502.55	P#55 Capital Campaign 02/2019 (3.083 Hrs)
18772	03/12/2019	03/12/2019	3791 Lowe's Company-#338954	11.25	Concrete Drill Bits And Anchors
518 30 31 01	Oper Sup/Rec Bldg	001 000 518	General Fund	11.25	Concrete Drill Bits And Anchors
18786	03/12/2019	03/12/2019	3791 Lowe's Company-#338954	14.31	Tank Sprayer
518 30 31 00	Oper Sup/Facilities	001 000 518	General Fund	14.31	Tank Sprayer
			Total Lowe's Company-#338954	25.56	
18812	03/12/2019	03/12/2019	6639 McClain's Soil Supply	184.42	Mulch For Whittier Park
576 80 31 02	Oper Supplies - Parks	001 000 576	General Fund	184.42	Mulch For Whittier Park
18815	03/12/2019	03/12/2019	178 McDonald, Janelle	29.50	Library Reimbursement 1/2 Year
572 21 49 00	Library Services	001 000 572	General Fund	29.50	Library Reimbursement 1/2 Year
18806	03/12/2019	03/12/2019	7465 Merryweather, Caroline	59.00	Library Reimbursement 1 Year

ACCOUNTS PAYABLE

City Of Fircrest
MCAG #: 0583

As Of: 03/12/2019

Time: 14:10:10 Date: 03/08/2019
Page: 7

Accts Pay #	Received	Date Due	Vendor	Amount	Memo
	572 21 49 00	Library Services	001 000 572 General Fund	59.00	Library Reimbursement 1 Year
18781	03/12/2019	03/12/2019	6589 Murray, Smith & Associates Inc	2,686.50	P#50 Drake St Liftstation Construction Services Through 1/31/19
	594 35 63 03	Project Engineering Sewer	432 000 594 Sewer Improve	2,686.50	P#50 Drake St L/S Construction Services 01/2019
18824	03/12/2019	03/12/2019	3937 Pape & Sons Construction Inc	8,139.12	Emergency Sewer Repair 45th St Ct W
	535 50 48 00	Rep & Maint - Sewer Main	430 000 535 Sewer Fund (de	8,139.12	Emergency Sewer Repair 45th St Ct W
18756	03/12/2019	03/12/2019	3955 Petrocard Systems Inc	120.81	Gas / Fuel February 2019
	548 65 31 13	Storm Gas	501 000 548 Equipment Ren	120.81	Gas / Fuel 02/2019
18828	03/12/2019	03/12/2019	3956 Petty Cash-Corcoran	66.74	Petty Cash 03/12/19
	369 81 00 00	Cash Overage/Shortage	001 000 360 General Fund	0.18	Over/Short
	514 23 31 00	Office & Oper Sup-Finance	001 000 514 General Fund	18.12	Supplies
	518 10 34 01	Central Office Supplies	001 000 518 General Fund	25.31	Central Supplies
	518 10 42 01	Postage - Non-Dept	001 000 518 General Fund	10.35	Postage
	518 10 42 01	Postage - Non-Dept	001 000 518 General Fund	8.75	Postage
	518 10 49 00	Miscellaneous - Non-Dept	001 000 518 General Fund	4.39	Supplies
18817	03/12/2019	03/12/2019	8123 Potts, Samuel A.	133.92	Spanish Interpreting (2 Hrs Plus Mileage)
	512 50 41 03	Prof Srvs - Interpreter	001 000 512 General Fund	133.92	Spanish Interpreting (2 Hrs) 8Z0459881
18826	03/12/2019	03/12/2019	3986 Puget Sound Energy, BOT-01H	1,013.37	Natural Gas February 2019 - Rec
	576 80 47 00	Public Utility Services - Pa	001 000 576 General Fund	1,013.37	Gas - Rec 02/2019
18827	03/12/2019	03/12/2019	3986 Puget Sound Energy, BOT-01H	258.36	Natural Gas February 2019 - City Hall
	518 30 47 00	Public Utility Services - Ci	001 000 518 General Fund	258.36	Gas - CH 02/2019
18845	03/12/2019	03/12/2019	3986 Puget Sound Energy, BOT-01H	155.73	Natural Gas February 2019 - Public Works
	531 50 47 02	Public Utility Services/Bldg	415 000 531 Storm Drain	38.93	Gas - PW 02/2019
	534 10 47 00	Utility Services/Building -	425 000 534 Water Fund (de	38.93	Gas - PW 02/2019
	535 10 47 00	Utility Services/Building -	430 000 535 Sewer Fund (de	38.94	Gas - PW 02/2019
	542 30 47 02	Electricity & Gas/Bldg - St	101 000 542 City Street Fun	38.93	Gas - PW 02/2019
Total Puget Sound Energy, BOT-01H				1,427.46	
18823	03/12/2019	03/12/2019	4683 Puyallup, City of	293.55	Jail Services January 2019
	523 60 50 01	Jail	001 000 523 General Fund	293.55	Jail Services 01/2019 3 Days

ACCOUNTS PAYABLE

City Of Fircrest
MCAG #: 0583

As Of: 03/12/2019

Time: 14:10:10 Date: 03/08/2019
Page: 8

Accts Pay #	Received	Date Due	Vendor	Amount	Memo
18849	03/12/2019	03/12/2019	5710	Rainier Connect, Mashell Telecom	106.95 Internet Access Monthly Fee March 2019
518 81 42 00	Communication - I/S	001 000 518	General Fund	106.95	Internet 03/2019
18751	03/12/2019	03/12/2019	337	Roberts, Christopher	112.50 Gym Fees Reimbursement (Mar - Dec) - C. Roberts
521 22 20 00	Personnel Benefits - Police	001 000 521	General Fund	112.50	Gym Fees 03/19-12/19 - C. Roberts
18771	03/12/2019	03/12/2019	8368	Robinson, Susan A	68.90 Mileage Reimbursement To JIS Basics Class 2/26 & 2/27
512 50 43 00	Travel - Court	001 000 512	General Fund	68.90	Mileage Reimbursement 2/26 & 2/27
18758	03/12/2019	03/12/2019	4018	Rosen Supply Company Inc	68.07 Hot Water Heater Repair Parts - Rec
518 30 31 01	Oper Sup/Rec Bldg	001 000 518	General Fund	68.07	Hot Water Heater Repair Parts - Rec
18759	03/12/2019	03/12/2019	4018	Rosen Supply Company Inc	1,345.61 Hot Water Heater - Rec
518 30 31 01	Oper Sup/Rec Bldg	001 000 518	General Fund	1,345.61	Hot Water Heater - Rec
18760	03/12/2019	03/12/2019	4018	Rosen Supply Company Inc	16.39 Hot Water Heater Repair Parts - Rec
518 30 31 01	Oper Sup/Rec Bldg	001 000 518	General Fund	16.39	Hot Water Heater Repair Parts - Rec
18761	03/12/2019	03/12/2019	4018	Rosen Supply Company Inc	40.97 Hot Water Heater Repair Parts - Rec
518 30 31 04	Oper Sup/CH	001 000 518	General Fund	40.97	Hot Water Heater Repair Parts - Rec
18794	03/12/2019	03/12/2019	4018	Rosen Supply Company Inc	35.91 Parts For EPA Water Testing
534 50 31 01	Oper Supplies - Water Mai	425 000 534	Water Fund (de	35.91	Parts For EPA Water Testing
Total Rosen Supply Company Inc				1,506.95	
18790	03/12/2019	03/12/2019	4035	Sarco Supply	38.41 Janitorial Supplies - Public Safety Building
518 30 31 02	Oper Sup/PSB Bldg	001 000 518	General Fund	38.41	Janitorial Supplies - PSB
18791	03/12/2019	03/12/2019	4035	Sarco Supply	39.89 Janitorial Supplies - Public Works
518 30 31 03	Oper Sup/PWF	001 000 518	General Fund	39.89	Janitorial Supplies - PW
18792	03/12/2019	03/12/2019	4035	Sarco Supply	101.37 Janitorial Supplies - Rec
518 30 31 01	Oper Sup/Rec Bldg	001 000 518	General Fund	101.37	Janitorial Supplies - Rec
18793	03/12/2019	03/12/2019	4035	Sarco Supply	400.89 Janitorial Supplies - City Hall
518 30 31 04	Oper Sup/CH	001 000 518	General Fund	400.89	Janitorial Supplies - CH

ACCOUNTS PAYABLE

City Of Fircrest
MCAG #: 0583

As Of: 03/12/2019

Time: 14:10:10 Date: 03/08/2019
Page: 9

Accts Pay #	Received	Date Due	Vendor	Amount	Memo
18831	03/12/2019	03/12/2019	4035 Sarco Supply	60.17	Janitorial Supplies - Rec
518 30 31 01	Oper Sup/Rec Bldg		001 000 518 General Fund	60.17	Janitorial Supplies - Rec
Total Sarco Supply				640.73	
18837	03/12/2019	03/12/2019	6350 Sevier, Maria	1,920.00	On-Call GIS Support February 2019
531 50 41 00	Prof Svcs - Storm		415 000 531 Storm Drain	384.00	On-Call GIS Support 02/2019
534 10 41 00	Prof Svcs - Water		425 000 534 Water Fund (de	384.00	On-Call GIS Support 02/2019
535 10 41 00	Prof Svcs - Sewer		430 000 535 Sewer Fund (de	384.00	On-Call GIS Support 02/2019
542 30 41 00	Prof Svcs - Street		101 000 542 City Street Fun	384.00	On-Call GIS Support 02/2019
558 60 41 00	Prof Svcs - Planning		001 000 558 General Fund	384.00	On-Call GIS Support 02/2019
18819	03/12/2019	03/12/2019	7308 SiteCrafting Inc	99.00	Monthly Hosting Cityoffircrest.net 2/15/19
518 81 41 02	Web Design & Maintenanc		001 000 518 General Fund	99.00	Cityoffircrest.net 2/15/19
18816	03/12/2019	03/12/2019	4065 Smith, Alling, P.S.	150.00	Judge Pro Tempore 2/21/19 (3 Hrs)
512 50 41 02	Prof Svcs - Pro Temp Judge		001 000 512 General Fund	150.00	Judge Pro Tempore 2/21/19 (3 Hrs)
18833	03/12/2019	03/12/2019	4690 Sound Inspections LLC	1,345.47	Inspections, Mileage And Calls February 2019
524 20 41 01	Bldg Inspec/Plan Review		001 000 524 General Fund	1,345.47	Inspections, Mileage And Calls 02/2019
18764	03/12/2019	03/12/2019	7992 Speedy Glass	468.32	Attic Window Replacement - City Hall
518 30 48 02	Rep & Maint - City Hall		001 000 518 General Fund	468.32	Attic Window Replacement - CH
18801	03/12/2019	03/12/2019	326 Stahlnecker, Angelie	25.00	Gym Fees Reimbursement (Jan) - A. Stahlnecker
524 20 20 00	Personnel Benefits - Buildi		001 000 524 General Fund	12.50	Gym Fees (Jan) - A. Stahlnecker
558 60 20 00	Personnel Benefits - Planni		001 000 558 General Fund	12.50	Gym Fees (Jan) - A. Stahlnecker
18789	03/12/2019	03/12/2019	4084 Staples Business Advantage	55.26	Central Supplies
518 10 34 01	Central Office Supplies		001 000 518 General Fund	55.26	Central Supplies
18808	03/12/2019	03/12/2019	4084 Staples Business Advantage	55.93	Public Works Supplies
531 50 31 01	Office Supplies - Storm		415 000 531 Storm Drain	18.65	Supplies - PW
534 10 31 00	Office Supplies - Water		425 000 534 Water Fund (de	18.64	Supplies - PW
535 80 31 00	Oper Supplies - Sewer Gen		430 000 535 Sewer Fund (de	18.64	Supplies - PW
Total Staples Business Advantage				111.19	
18753	03/12/2019	03/12/2019	4110 Superior Linen Service	78.86	Linen Service 02/14/19

ACCOUNTS PAYABLE

City Of Fircrest
MCAG #: 0583

As Of: 03/12/2019

Time: 14:10:10 Date: 03/08/2019
Page: 10

Accts Pay #	Received	Date Due	Vendor	Amount	Memo
576 80 49 00	Miscellaneous - Parks		001 000 576 General Fund	78.86	02/14/19
18754	03/12/2019	03/12/2019	4110 Superior Linen Service	78.86	Linen Service 02/28/19
576 80 49 00	Miscellaneous - Parks		001 000 576 General Fund	78.86	02/28/19
			Total Superior Linen Service	157.72	
18841	03/12/2019	03/12/2019	4328 Systems for Public Safety Inc	307.91	#49844D Replaced Windshield Wiper Motor
548 65 48 08	O & M - Police		501 000 548 Equipment Ren	307.91	#49844D (2009) Replaced Windshield Wiper Motor
18842	03/12/2019	03/12/2019	4328 Systems for Public Safety Inc	450.59	#66368D Windshield Replacement
548 65 48 08	O & M - Police		501 000 548 Equipment Ren	450.59	#66368D Windshield Replacement
18856	03/12/2019	03/12/2019	4328 Systems for Public Safety Inc	106.66	#52951D Oil Change
548 65 48 08	O & M - Police		501 000 548 Equipment Ren	106.66	#52951D Oil Change
			Total Systems for Public Safety Inc	865.16	
18843	03/12/2019	03/12/2019	4120 Tacoma Daily Index	221.73	February 2019 Publications
511 60 41 01	Advertising - Legislative		001 000 511 General Fund	190.79	Notice Of Ordinances 1632 & 1633 Passed
558 60 41 01	Advertising - Planning		001 000 558 General Fund	30.94	Proposal Request For Hearing Examiner
18846	03/12/2019	03/12/2019	4120 Tacoma Daily Index	244.06	P#56 Bid Advertisement For Tank Painting
594 34 63 02	Project Engineering Water		426 000 594 Water Improve	244.06	P#56 Bid Ad For Tank Painting
18853	03/12/2019	03/12/2019	4120 Tacoma Daily Index	58.44	Notice Of Prelim Site Plan For Pool / Community Center
558 60 41 01	Advertising - Planning		001 000 558 General Fund	58.44	Notice Of Prelim Site Plan For Pool / Community Center
			Total Tacoma Daily Index	524.23	
18835	03/12/2019	03/12/2019	4122 Tacoma Electric Supply	22.92	Street Light Parts
542 63 31 00	Oper Supplies - Street Ligh		101 000 542 City Street Fun	22.92	Street Light Parts
18814	03/12/2019	03/12/2019	4135 Tacoma Screw Products Inc	21.68	Water Cooler Repair Part
518 30 31 04	Oper Sup/CH		001 000 518 General Fund	21.68	Water Cooler Repair Part
18766	03/12/2019	03/12/2019	4139 Tapco Visa Card	19.50	PCCAO Luncheon Meeting - S. Pingel

ACCOUNTS PAYABLE

City Of Fircrest
MCAG #: 0583

As Of: 03/12/2019

Time: 14:10:10 Date: 03/08/2019
Page: 11

Accts Pay #	Received	Date Due	Vendor	Amount	Memo
513 10 43 00	Travel - Admin		001 000 513 General Fund	19.50	PCCAO Luncheon Meeting - S. Pingel
18840	03/12/2019	03/12/2019	4139	Tapco Visa Card	375.00 2019 OCCMA Conference - S. Pingel
513 10 49 01	Reg & Tuition - Admin		001 000 513 General Fund	375.00	2019 OCCMA Conference - S. Pingel
18859	03/12/2019	03/12/2019	4139	Tapco Visa Card	333.38 Hotel Room / Shuttle For BIAS Rally - V. Walston
534 10 43 00	Travel - Water		425 000 534 Water Fund (de	166.69	Hotel Room / Shuttle For BIAS Rally - V. Walston
535 10 43 00	Travel - Sewer		430 000 535 Sewer Fund (de	166.69	Hotel Room / Shuttle For BIAS Rally - V. Walston
Total Tapco Visa Card				727.88	
18762	03/12/2019	03/12/2019	5918	Titus Will	13.18 Touch-up Paint For Patrol Cars
518 30 31 02	Oper Sup/PSB Bldg		001 000 518 General Fund	13.18	Touch-up Paint For Patrol Cars
18746	03/05/2019	03/12/2019	7074	Triner-Anderson, Marcie	152.79 04-00230.9 - 414 ELECTRON WAY
343 10 00 00	Storm Drain Fees & Charge		415 000 340 Storm Drain	-34.03	
343 40 00 00	Sale Of Water		425 000 340 Water Fund (de	-36.50	
343 50 00 00	Sewer Revenues		430 000 340 Sewer Fund (de	-82.26	
18788	03/12/2019	03/12/2019	4164	U S Postal Service	235.00 2019 Renewal Permit# 236 Type PI
518 10 42 01	Postage - Non-Dept		001 000 518 General Fund	235.00	2019 Renewal Permit# 236 Type PI
18775	03/12/2019	03/12/2019	5934	US Bank, Corporate Payment Systems	125.00 Financial Reporting Seminar - M. Thomas
514 23 49 01	Reg & Tuition - Finance		001 000 514 General Fund	125.00	Financial Reporting Seminar - M. Thomas
18805	03/12/2019	03/12/2019	5934	US Bank, Corporate Payment Systems	125.00 Purchasing And Public Works Contracting Seminar - L. Davis
514 23 49 01	Reg & Tuition - Finance		001 000 514 General Fund	125.00	Purchasing And Public Works Contracting Seminar - L. Davis
18848	03/12/2019	03/12/2019	5934	US Bank, Corporate Payment Systems	108.55 Parks / Rec Charges Through 2/15/19
571 10 31 02	Senior Supplies		001 000 571 General Fund	20.23	Senior Party Supplies
573 90 49 01	Community Events		001 000 573 General Fund	88.32	DD Dance Supplies
18858	03/12/2019	03/12/2019	5934	US Bank, Corporate Payment Systems	221.93 SAA# 1701 Pump For De-Icer Transfer
542 30 35 00	Small Tools & Equip-St Re		101 000 542 City Street Fun	221.93	SAA# 1701 Pump For De-Icer Transfer
Total US Bank, Corporate Payment Systems				580.48	

ACCOUNTS PAYABLE

City Of Fircrest
MCAG #: 0583

As Of: 03/12/2019

Time: 14:10:10 Date: 03/08/2019
Page: 12

Accts

Pay #	Received	Date Due	Vendor	Amount	Memo
18796	03/12/2019	03/12/2019	4178	University Place Refuse Inc	78.00 Yard Waste Drop Off Fees January 2019
542 30 47 01	Dumping Fees - Street	101 000 542	City Street Fun	78.00	Yard Waste Drop Off Fees January 2019
18783	03/12/2019	03/12/2019	4179	Unum Life Insurance Company of America	46.80 Retired Benefits March 2019
521 22 20 02	LEOFF I Long Term Care]	001 000 521	General Fund	46.80	Police #0220603-011 03/2019
18838	03/12/2019	03/12/2019	4180	Utilities Underground	21.56 Locates February 2019
534 10 49 00	Miscellaneous - Water	425 000 534	Water Fund (de	10.78	Locates 02/2019
535 10 49 00	Miscellaneous - Sewer	430 000 535	Sewer Fund (de	10.78	Locates 02/2019
18850	03/12/2019	03/12/2019	3645	WEX BANK, Wright Express FSC	2,290.59 Gas / Fuel February 2019
548 65 31 06	Facilities Gas	501 000 548	Equipment Ren	51.94	Facilities 02/2019
548 65 31 08	Police Gas	501 000 548	Equipment Ren	1,114.45	Police 02/2019
548 65 31 11	Parks/Rec Gas	501 000 548	Equipment Ren	150.08	P/R 02/2019
548 65 31 11	Parks/Rec Gas	501 000 548	Equipment Ren	12.99	Parks 02/2019
548 65 31 12	Street Gas	501 000 548	Equipment Ren	605.16	Street 02/2019
548 65 31 14	Wtr/Swr Gas	501 000 548	Equipment Ren	355.97	W/S 02/2019
18836	03/12/2019	03/12/2019	4231	Water Mgmt Labs Inc	287.00 Coliform And Fluoride Testing February 2019
534 80 41 00	Water Testing	425 000 534	Water Fund (de	287.00	Coliform & Fluoride 02/2019
18784	03/12/2019	03/12/2019	7356	Wilson, Rob Roy	59.00 Library Reimbursement 1 Year
572 21 49 00	Library Services	001 000 572	General Fund	59.00	Library Reimbursement 1 Year
18834	03/12/2019	03/12/2019	4247	Wofscos Inc	23.14 Vactor Repair Part
548 65 48 12	O & M - Street	501 000 548	Equipment Ren	2.89	Vactor Repair Part
548 65 48 13	O & M - Storm	501 000 548	Equipment Ren	2.89	Vactor Repair Part
548 65 48 14	O & M - Wtr/Swr	501 000 548	Equipment Ren	17.36	Vactor Repair Part

Report Total:

58,790.65

Fund

001 General Fund	22,607.51
101 City Street Fund	1,130.93
415 Storm Drain	3,968.04
425 Water Fund (department)	5,699.11
426 Water Improvement Fund	3,444.06
430 Sewer Fund (department)	14,715.79
432 Sewer Improvement Fund	2,686.50
501 Equipment Rental Fund	4,538.71

ACCOUNTS PAYABLE

City Of Fircrest
MCAG #: 0583

As Of: 03/12/2019

Time: 14:10:10 Date: 03/08/2019
Page: 13

Accts

Pay # Received Date Due

Vendor

Amount Memo

This report has been reviewed by:

REMARKS:

Signature & Title

Date

CALL TO ORDER, PLEDGE OF ALLEGIANCE AND ROLL CALL

Mayor Hunter T. George called the special meeting to order at 6:02 P.M. and led the pledge of allegiance. Councilmembers David M. Viafore, Shannon Reynolds, Brett Wittner, Denny Waltier, Blake Surina, and Jamie Nixon were present.

AGENDA MODIFICATIONS

There were none.

ACTION ITEM: APPROVAL OF APPOINTMENTS SPECIAL ELECTION BALLOT MEASURE FOR/AGAINST COMMITTEES

City Manager Pingel briefed the Council on the committee member appointments for the April 23, 2019 special election ballot measure on the community center, pool, and parks project bond. **Wittner MOVED to appoint Willie Stewart, Jennifer Streun, and John Cheesman in favor of the April 23, 2019 special election bond measure to serve on the “For” Committee, and Brian Rybolt against the April 23, 2019 special election bond measure to serve on the “Against” Committee; seconded by Nixon.** George invited councilmember comment; there were none. George invited public comment; there were none. Viafore stated he would be voting against the motion due to the conflict of interest with a City employee participating in the election. Viafore stated his concerns regarding ethics and indicated the appointments should be reserved to residents. Reynolds inquired if Chief Cheesman would be campaigning in uniform and during work hours; Cheesman indicated he would not. **The Motion Carried 6-1 with Viafore casting the dissenting vote.**

2019 WORK PLAN

Pingel introduced the 2019 Work Plan and staff presented their department work places, which included briefings from:

- Pingel: Administration
- City Clerk Nappi: City Clerk, Personnel, Public Records, Risk Management, and Title VI
- Court Administrator Perry: Municipal Court
- Finance Director Corcoran: Finance, Information Systems, Facilities
- Parks and Recreation Director Grover: Parks and Recreation
- Planning and Building Administrator: Planning and Building
- Police Chief Cheesman: Police, Emergency Management
- Public Works Director Wakefield: Water, Sanitary Sewer, Storm Sewer, Street

There was a brief discussion on developing a volunteer program, retreat follow-up, employee cross-training, proposed legislation affecting the Court, funding recreation online software, remote/telecommuting policy, Office 365 transition, chronicle photograph plan of the demolition of the pool and construction of the new pool, partnering with Whittier elementary to share maintenance costs of the field, project development status, Planning and Building staffing, crime mapping, enforcement I-1639, de-escalation and crisis intervention training, LED lights, Whittier field costs, sewer hook-ups, water meter replacement and technology, and parking around the pool and community center.

Waltier departed at 6:50 P.M. and returned at 6:51 A.M.

COMMUNITY EVENTS ANNUAL REPORT

Grover briefed the Council on the community events 2018 annual report and provided attendance and financial information for each event. Grover also briefed the Council on plans for 2019. There was a brief discussion on allowing outside food vendors; Viafore stated his concerns regarding the Kiwanis and their donations and how to make their efforts more successful. Grover indicated the annual report would be included in the upcoming weekly update. Reynolds thanked Grover for the report, George commented on the Daddy Daughter dance, and Wittner commented on the 5k event.

ADJOURNMENT

Reynolds MOVED to adjourn the meeting at 7:43 P.M., seconded by Waltier. The Motion Carried (7-0).

Hunter T. George, Mayor

Jessica Nappi, City Clerk

CALL TO ORDER, PLEDGE OF ALLEGIANCE, AND ROLL CALL

Mayor Pro Tempore Denny Waltier called the regular meeting to order at 7:00 P.M. and led the Pledge of Allegiance. Councilmembers David M. Viafore, Shannon Reynolds, Brett Wittner, and Blake Surina. Mayor Hunter T. George and Councilmember Jamie Nixon were absent and excused.

PRESIDING OFFICER’S REPORT

Waltier welcomed Matt Ennis, the attorney present in lieu of City Attorney Mike Smith.

A. Community Center and Pool Project

Parks and Recreation Director Grover reminded Council of the February 27, 2019 Steering Committee meeting, stating ARC Architects would be presenting interior options and fine tuning design elements. Grover reported that he and City Manager Pingel discussed the development of public education materials of the project with a sub-consultant of ARC. Reynolds and Wittner indicated they would be absent from the February 27, 2019 Steering Committee and requested meeting notes be shared. Viafore indicated there was a possibility he too would be absent and inquired if there would be a presentation during the March 12, 2019 Council meeting; Pingel confirmed there would be a presentation.

CITIZEN COMMENTS FOR ITEMS NOT ON THE AGENDA

Waltier invited public comment; none were provided.

COMMITTEE, COMMISSION, AND LIAISON REPORTS

A. Parks and Recreation

Waltier commented on the 2018 community events report, and reported that a new Fircrest Park sign would be installed soon and that the postcard mailing for the March 6, 2019 public meeting would be mailed on time.

B. Pierce County Regional Council

Reynolds reported that Pierce County Regional Council did not meet and would resume meeting in March. Reynolds reported that she anticipated the 2019 AWC Board of Directors recruitment would be discussed at the upcoming meeting and would share with Council of any updates.

C. Public Safety, Courts

Surina reported on long-term planning and revisiting the bicycle patrol program for events, and commented on safety apparel, domestic violence training, the future of the public safety building, and meeting with King County police chiefs.

D. Street, Water, Sewer, and Storm Drain

As Nixon was absent, no report was provided.

E. Other Liaison Reports

There were none.

CONSENT CALENDAR

Waltier requested the City Clerk read the Consent Calendar as follows: approval of Voucher No. 212613 through Voucher Check No. 212660 in the amount of \$292,155.87; approval of Payroll Check No. 13570 through Payroll Check No. 13574 in the amount of \$111,775.65; approval of the January 29, 2019 City Council/Planning Commission joint meeting minutes; approval of the February 12, 2019 Council regular meeting minutes; approval of the Fircrest Golf Club liquor license renewal, and approval of the Pint Defiance liquor license renewal. **Reynolds MOVED to approve the Consent Calendar as read; seconded by Wittner. The Motion Carried (5-0).**

PUBLIC HEARING

None scheduled.

UNFINISHED BUSINESS**A. Ordinance No. 1632: MCImetro Franchise Agreement**

Viafore **MOVED to untangle Ordinance No. 1632; seconded by Surina. The Motion Carried (5-0).** Pingel briefed the Council on the proposed franchise agreement with MCImetro, referring to fiber densification plan maps that MCImetro provided showing the location of the anticipated work. Waltier invited councilmember comment; Viafore and Reynolds inquired on what the benefits would be to the City by granting this franchise and commented on the absence of a company representative. Waltier invited public comment; there were none. **The Motion made at the February 12, 2019 regular Council meeting from Reynolds to adopt Ordinance No. 1632, granting a twenty-year franchise to MCImetro Access Transmission Service Corp., d/b/a Verizon Access Transmission Services, to provide a telecommunications system within the City of Fircrest, seconded by Nixon Carried (5-0).**

NEW BUSINESS**A. City Manager Salary Adjustment**

Viafore briefed the Council on the City Manager salary adjustment, stating the Council recently completed the City Manager evaluation and recommended adjusting his salary to the next salary step per the contract. **Viafore MOVED to adjust the City Manager's salary to Step D per the current City Manager salary range effective January 1, 2019; seconded by Reynolds.** Waltier invited councilmember comment; there were none. Waltier invited public comment; there were none. **The Motion Carried (5-0).**

B. Proposed Solid Waste Rate Adjustment

Pingel briefed the Council on the proposed solid waste adjustment, stating the adjustment was consistent with the contract and that a public hearing was held on February 12, 2019. **Reynolds MOVED to adopt Ordinance No. 1634, amending Ordinance No. 1613 and Fircrest Municipal Code 6.08.130 relating to the schedule of rates and charges for solid waste collection; seconded by Surina.** Waltier invited councilmember comment; there was none. Waltier invited public comment; Neil Holden, Westside Disposal, requested the City to consider the recycling commodity surcharge request. After a brief discussion, Reynolds and Wittner indicated they could consider the request at a future meeting with the full council. **The Motion Carried (5-0).**

C. Combined Communications Network

Pingel briefed the Council on the proposed System Access and Use agreement with the Pierce Transit-Pierce County, stating the agreement describes the access to approved mobile and portable radios and associated approved equipment. Police Chief Cheesman commented on the benefits of the agreement, stating the agreement would allow for interoperability with other agencies. **Reynolds MOVED to adopt Resolution No. 1577, authorizing the City Manager to execute a System Access and Use Agreement between Pierce Transit-Pierce County Combined Communications Network and the City of Fircrest; seconded by Surina.** Waltier invited councilmember comment; Reynolds commented in support of the agreement. Waltier invited public comment; none were provided. **The Motion Carried (5-0).**

CITY MANAGER COMMENTS

Pingel reminded the Council of the February 27, 2019 Steering Committee special meeting and of the March 6, 2019 public meeting.

DEPARTMENT HEAD COMMENTS

- Chief Cheesman commented on upcoming events, which included the March 7, 2019 Hoops for Heroes and the March 9, 2019 Polar Plunge.

COUNCILMEMBER COMMENTS

- Viafore commented on the P-1 report on the Daddy Daughter event and cautioned against raising the fee if there was a net profit. Wittner inquired there were any objections to raising the non-resident fee by \$5; there were none. Grover reported that the Daddy Daughter dance registration was open for all at the same time.
- Reynolds provided no comments.
- Wittner thanked the audience for their attendance and apologized for his absence for the February 27, 2019 Steering Committee meeting.
- Surina provided no comments.
- Waltier provided no comments.

EXECUTIVE SESSION

There was none.

ADJOURNMENT

Viafore MOVED to adjourn the meeting at 7:32 P.M., seconded by Reynolds. The Motion Carried (5-0).

Denny Waltier, Mayor Pro Tempore

Jessica Nappi, City Clerk

The City Council of the City of Fircrest held a special meeting on March 6, 2019 at 6:30 P.M. at the Fircrest Community Center located at 555 Contra Costa Avenue, Fircrest, WA 98466 for the sole purpose of discussing the Fircrest community center and pool project. Mayor Hunter T. George and Councilmembers Denny Waltier, David M. Viafore, and Brett Wittner were present. Councilmembers Shannon Reynolds, Blake Surina, and Jamie Nixon was absent and excused.

Members of the Pool, Community Center, and Parks Steering Committee, project team, City staff, and the public were present as well. The meeting included a presentation by ARC Architects on work to date, the pool and community center assessment, project overview of Phase 1 and Phase 2, site master plan, building and site design, financial update, and next steps. After a question and answer session, the public meeting ended approximately at 7:30 P.M.

Hunter T. George, Mayor

Jessica Nappi, City Clerk

NEW BUSINESS: **Awarding High Tank Painting Project**
ITEM 10A.

FROM: **Jerry Wakefield, Public Works Director**

RECOMMENDED MOTION: **I move the City Council authorize the City Manager to award the contract for the High Tank Site Painting Project to Long Painting Company for \$165,257.00 to prepare and execute the required contract documents, and to give the “Notice to Proceed” to commence construction of the project.**

PROPOSAL: The Council is being asked to award the contract for the High Tank Site Painting Project to Long Painting Company for a total project cost of \$165,257.00. By this action, the Council gives authorization to prepare and execute contract documents, and give the low bidder a “Notice to Proceed” with the work detailed in the plans and specifications.

FISCAL IMPACT: The fiscal impact of this award would be the budget amount for the 2019 budget is \$115,000 (tank painting both tanks) + \$27,300 (Mural) + \$10,000 (Engineering) = \$152,300 minus low bid \$165,257 = \$-12,957. This will require an additional budget of \$12,957 to award the project. Staff recommends the additional funds needed to complete the project come from the REET 2 Fund.

ADVANTAGE: Proceeding with this project for continued maintenance of the tanks. Bids were responsive and competitive for this work.

DISADVANTAGES: Slightly higher costs than budgeted but lower than previous planned work.

ALTERNATIVES: Not proceed with the project.

HISTORY: Originally in the approved Water System Plan and capital projects, the high tank exterior painting project was scheduled to be done in 2017 and had budget number of \$250,000 for both tanks. Due to the Ramsdell water main break and the need for capital to fund that project, the tank painting project was delayed and broken into two projects painting each tank separately in different years. In 2018, \$125,000 was budgeted for the high tank painting project and \$25,000 was budgeted for the engineering services for this project. Citizens brought the idea of a mural on the tank, which was looked into and added to the project at the end summer 2018. During this time, the costs of the painting work was discussed with perspective bidders and the estimated cost for the high tank exterior was reduced and the mural costs was added. The respective costs were \$75,000 for the high tank painting and \$27,300 for the mural costs. Due to the time of year and the time needed to prepare the bid documents, the project was delayed to 2019 and it was decided to add the reservoir tank to the project as it was scheduled to be done in 2019. The estimated cost of the reservoir tank painting was reduced to \$50,000 from the original \$125,000 based on discussions with perspective bidders and also the discussion of combining both tanks in one project may help keep the costs down. Bid documents were prepared and put out to bid. Six bids were received and the low bidder was Long Painting. Staff recommends awarding the project to Long Painting in the amount of \$165,257.

ATTACHMENTS: [Letter of Recommendation](#)
[Bid Tabulation](#)
[Bidder Checklist](#)
[Bid vs. Budget Comparison](#)



February 27, 2019

Jerry Wakefield, PE
Public Works Director
City of Fircrest
115 Ramsdell Street
Fircrest, WA 98466

Reference: 2019 High Tank & Low Reservoir Overcoating Project
Apex Job No.: 33535

Jerry:

Six bids were received and reviewed for the 2019 High Tank & Low Reservoir Overcoating Project. A Bid Tab was prepared and a copy is attached. The low bid was submitted by Long Painting Company with a base bid of \$165,257.00, which includes sales tax. The company included the correct forms and bid bond.

Therefore, we would recommend that the contract be awarded to Long Painting Company.

Should you have any questions and/or comments regarding this recommendation, please contact me.

Sincerely,

A blue ink signature of Kimberly Savage, consisting of a stylized 'K' followed by a series of loops and a long horizontal stroke.

Kimberly Savage, PE
Principal

A blue ink signature of Joseph Blankenship, featuring a stylized 'J' and 'B' with a long horizontal stroke.

Joseph Blankenship, PE
Engineer

Attachments: Bid Tabulation
Bidder's Checklist Tabulation

I:\33535\Docs-Reports\Documents\33535bid recommendation_02262019.doc

City of Fircrest

33535/0

Bid Opening: 02/26/2019

Bid Tab

2019 High Tank and Low Reservoir Exterior Overcoating Project

Bidder	High Tank	Low Reservoir	Mural	Sub Total	Sales Tax (9.9%)	Grand Total
Long Painting Company	94,770.00	49,500.00	6,100.00	\$150,370.00	\$14,887.00	\$165,257.00
Industrial Coatings Unlimited, LLC	105,500.00	58,200.00	6,500.00	\$170,200.00	\$16,849.87	\$187,049.87
Scott Coatings, LLC	130,588.00	114,192.00	19,541.00	\$264,321.00	\$26,168.00	\$290,489.00
F.D. Thomas, Inc.	90,000.00	162,000.00	19,000.00	\$271,000.00		\$297,829.00
Graham Industrial Coatings, LLC	165,219.00	110,200.00	15,782.00	\$291,201.00	\$28,828.29	\$320,029.29
Good News Group, Inc.	130,650.00	194,200.00	46,530.00	\$371,380.00	\$36,766.62	\$408,146.62
Engineer Estimate	62,500.00	62,500.00	27,300.00	\$152,300.00	\$15,078.00	\$167,378.00

City of Fircrest

33535/0

Bid Opening: 02/26/2019

Bidder Checklist

2019 High Tank and Low Reservoir Exterior Overcoating Project

Bidder	Proposal Signature Sheet	Bond Accompanying Bid	Non-Collusion Affidavit	Subcontractor Listing
Long Painting Company	X	X	X	X
Industrial Coatings Unlimited, LLC	X	X	X	X
Scott Coatings, LLC	X	X	X	X
F.D. Thomas, Inc.	X	X	X	X
Graham Industrial Coatings, LLC	X	X	X	X
Good News Group, Inc.	X	X	X	X

Prepared: 2/28/2019

Tank Painting Cost Comparision

	Original Budget	2018 Budget	2019 Budget	Low Bid
High tank only	\$ 125,000.00	\$ 125,000.00	\$ 125,000.00	\$ 94,770.00
Low tank	\$ 125,000.00			\$ 49,500.00
Mural	\$ -		\$ 27,300.00	\$ 6,100.00
Sales tax				\$ 14,887.00
Total	\$ 250,000.00	\$ 125,000.00	\$ 152,300.00	\$ 165,257.00

NEW BUSINESS: **Engineering Services Contract with KPG for Alameda Grind and Overlay Project**
ITEM 10B.

FROM: **Jerry Wakefield, Public Works Director**

RECOMMENDED MOTION: **I move to adopt Resolution No. _____, authorizing the City Manager to execute a Local Agency A&E Professional Services Negotiated Hourly Rate Agreement with KPG, P.S. for providing final design and bid call services for the Alameda Avenue Grind and Overlay Project.**

PROPOSAL: The Council is being asked to authorize the City Manager to enter into a Local Agency A&E Professional Services Negotiated Hourly Rate Agreement with KPG, P.S. for providing final design and bid call services for the Alameda Avenue Grind and Overlay Project. This contract has been reviewed and approved by WSDOT as it is required to be per their contract requirements.

FISCAL IMPACT: The agreement amount will result in a not-to-exceed budget of \$37,750.00. This cost is included in the grant monies for this project and has been obligated through the WSDOT. There is a 13.5% match monies needed from the City for this phase of the project, which is \$5,096.25 which is in this year's budget amount.

ADVANTAGE: By obtaining the grant, this allowed the City to proceed with the design and bid call services for this project. Entering into a contract for engineering services is the first step in the process of utilizing the grant to improve Alameda Avenue between Regents Boulevard and 19th Street.

DISADVANTAGES: None identified.

ALTERNATIVES: Not to proceed with the design and bid call services of the project at this time and return the grant.

HISTORY: In December 2016, the City received notice of award of the Alameda Avenue Grind and Overlay project grant. Due to delays in funding from the Puget Sound Regional Council, these funds were finally available and budgeted for 2019. The City submitted to WSDOT for funding obligation for the design phase of this project. This allowed WSDOT to authorize the City to begin the selection process for consultants to provide the necessary services on this project. The local agency guidelines for consultant selection were followed, which included advertisement, submitted proposals review, consultant interviews, and consultant selection, and contract negotiations. Only one firm submitted a proposal (KPG, P.S.). The proposal was evaluated by a selection committee of the City Manager, Public Works Director and WSDOT Local Programs Engineer. We all concurred that KPG, P.S. had the experience and qualifications meet the needs of the project. They are local and seem to fit the City's needs very well for this project. They also have provided similar services for the City on other projects including the Emerson Sidewalk project. The schedule has the project being designed this spring, with the project being bid and awarded in this summer while school is out.

ATTACHMENTS: [Resolution](#)
[Agreement](#)

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25
- 26
- 27
- 28
- 29
- 30
- 31

Michael B. Smith, City Attorney

Local Agency A&E Professional Services Negotiated Hourly Rate Consultant Agreement

Agreement Number: _____

Firm/Organization Legal Name (do not use dba's):		
Address	Federal Aid Number	
UBI Number	Federal TIN or SSN Number	
Execution Date	Completion Date	
1099 Form Required <input type="checkbox"/> Yes <input type="checkbox"/> No	Federal Participation <input type="checkbox"/> Yes <input type="checkbox"/> No	
Project Title		
Description of Work		
<input type="checkbox"/> Yes _____ <input type="checkbox"/> Yes _____ <input type="checkbox"/> Yes _____ <input type="checkbox"/> Yes _____	<input type="checkbox"/> No DBE Participation <input type="checkbox"/> No MBE Participation <input type="checkbox"/> No WBE Participation <input type="checkbox"/> No SBE Participation	Maximum Amount Payable:

Index of Exhibits

Exhibit A	Scope of Work
Exhibit B	DBE Participation/SBE Plan
Exhibit C	Preparation and Delivery of Electronic Engineering and Other Data
Exhibit D	Prime Consultant Cost Computations
Exhibit E	Sub-consultant Cost Computations
Exhibit F	Title VI Assurances
Exhibit G	Certification Documents
Exhibit H	Liability Insurance Increase
Exhibit I	Alleged Consultant Design Error Procedures
Exhibit J	Consultant Claim Procedures

THIS AGREEMENT, made and entered into as shown in the “Execution Date” box on page one (1) of this AGREEMENT, between the _____, hereinafter called the “AGENCY,” and the “Firm / Organization Name” referenced on page one (1) of this AGREEMENT, hereinafter called the “CONSULTANT.”

WHEREAS, the AGENCY desires to accomplish the work referenced in “Description of Work” on page one (1) of this AGREEMENT and hereafter called the “SERVICES;” and does not have sufficient staff to meet the required commitment and therefore deems it advisable and desirable to engage the assistance of a CONSULTANT to provide the necessary SERVICES; and

WHEREAS, the CONSULTANT represents that they comply with the Washington State Statutes relating to professional registration, if applicable, and has signified a willingness to furnish consulting services to the AGENCY.

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and performance contained herein, or attached and incorporated and made a part hereof, the parties hereto agree as follows:

I. General Description of Work

The work under this AGREEMENT shall consist of the above-described SERVICES as herein defined, and necessary to accomplish the completed work for this project. The CONSULTANT shall furnish all services, labor, and related equipment and, if applicable, sub-consultants and subcontractors necessary to conduct and complete the SERVICES as designated elsewhere in this AGREEMENT.

II. General Scope of Work

The Scope of Work and projected level of effort required for these SERVICES is described in Exhibit “A” attached hereto and by this reference made a part of this AGREEMENT. The General Scope of Work was developed utilizing performance based contracting methodologies.

III. General Requirements

All aspects of coordination of the work of this AGREEMENT with outside agencies, groups, or individuals shall receive advance approval by the AGENCY. Necessary contacts and meetings with agencies, groups, and/or individuals shall be coordinated through the AGENCY. The CONSULTANT shall attend coordination, progress, and presentation meetings with the AGENCY and/or such State, Federal, Community, City, or County officials, groups or individuals as may be requested by the AGENCY. The AGENCY will provide the CONSULTANT sufficient notice prior to meetings requiring CONSULTANT participation. The minimum required hours or days’ notice shall be agreed to between the AGENCY and the CONSULTANT and shown in Exhibit “A.”

The CONSULTANT shall prepare a monthly progress report, in a form approved by the AGENCY, which will outline in written and graphical form the various phases and the order of performance of the SERVICES in sufficient detail so that the progress of the SERVICES can easily be evaluated.

The CONSULTANT, any sub-consultants, and the AGENCY shall comply with all Federal, State, and local laws, rules, codes, regulations, and all AGENCY policies and directives, applicable to the work to be performed under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accordance with the laws of the State of Washington.

Participation for Disadvantaged Business Enterprises (DBE) or Small Business Enterprises (SBE), if required, per 49 CFR Part 26, shall be shown on the heading of this AGREEMENT. If DBE firms are utilized at the commencement of this AGREEMENT, the amounts authorized to each firm and their certification number will be shown on Exhibit “B” attached hereto and by this reference made part of this AGREEMENT. If the Prime CONSULTANT is, a DBE certified firm they must comply with the Commercial Useful Function (CUF) regulation outlined in the AGENCY’s “DBE Program Participation Plan” and perform a minimum of 30% of the total amount of this AGREEMENT. It is recommended, but not required, that non-DBE Prime CONSULTANTS perform a minimum of 30% of the total amount of this AGREEMENT.

In the absence of a mandatory UDBE, a voluntary SBE goal amount of ten percent of the Consultant Agreement is established. The Consultant shall submit a SBE Participation Plan prior to commencing work. Although the goal is voluntary, the outreach efforts to provide SBE maximum practicable opportunities are not.

The CONSULTANT, on a monthly basis, shall enter the amounts paid to all firms (including Prime) involved with this AGREEMENT into the wsdot.diversitycompliance.com program. Payment information shall identify any DBE Participation. Non-minority, woman owned DBEs does not count towards UDBE goal attainment.

All Reports, PS&E materials, and other data furnished to the CONSULTANT by the AGENCY shall be returned. All electronic files, prepared by the CONSULTANT, must meet the requirements as outlined in Exhibit “C – Preparation and Delivery of Electronic Engineering and other Data.”

All designs, drawings, specifications, documents, and other work products, including all electronic files, prepared by the CONSULTANT prior to completion or termination of this AGREEMENT are instruments of service for these SERVICES, and are the property of the AGENCY. Reuse by the AGENCY or by others, acting through or on behalf of the AGENCY of any such instruments of service, not occurring, as a part of this SERVICE, shall be without liability or legal exposure to the CONSULTANT.

Any and all notices or requests required under this AGREEMENT shall be made in writing and sent to the other party by (i) certified mail, return receipt requested, or (ii) by email or facsimile, to the address set forth below:

If to AGENCY:	If to CONSULTANT:
Name: _____	Name: _____
Agency: _____	Agency: _____
Address: _____	Address: _____
City: _____	City: _____
State: _____ Zip: _____	State: _____ Zip: _____
Email: _____	Email: _____
Phone: _____	Phone: _____
Facsimile: _____	Facsimile: _____

IV. Time for Beginning and Completion

The CONSULTANT shall not begin any work under the terms of this AGREEMENT until authorized in writing by the AGENCY. All work under this AGREEMENT shall conform to the criteria agreed upon detailed in the AGREEMENT documents. These SERVICES must be completed by the date shown in the heading of this AGREEMENT titled “Completion Date.”

The established completion time shall not be extended because of any delays attributable to the CONSULTANT, but may be extended by the AGENCY in the event of a delay attributable to the AGENCY, or because of unavoidable delays caused by an act of GOD, governmental actions, or other conditions beyond the control of the CONSULTANT. A prior supplemental AGREEMENT issued by the AGENCY is required to extend the established completion time.

V. Payment Provisions

The CONSULTANT shall be paid by the AGENCY for completed SERVICES rendered under this AGREEMENT as provided hereinafter. Such payment shall be full compensation for SERVICES performed or SERVICES rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete SERVICES. The CONSULTANT shall conform to all applicable portions of 48 CFR Part 31 (www.ecfr.gov).

- A. Hourly Rates: Hourly rates are comprised of the following elements - Direct (Raw) Labor, Indirect Cost Rate, and Fixed Fee (Profit). The CONSULTANT shall be paid by the AGENCY for work done, based upon the negotiated hourly rates shown in Exhibits “D” and “E” attached hereto and by reference made part of this AGREEMENT. These negotiated hourly rates will be accepted based on a review of the CONSULTANT’s direct labor rates and indirect cost rate computations and agreed upon fixed fee. The accepted negotiated rates shall be memorialized in a final written acknowledgment between the parties. Such final written acknowledgment shall be incorporated into, and become a part of, this AGREEMENT. The initially accepted negotiated rates shall be applicable from the approval date, as memorialized in a final written acknowledgment, to 180 days following the CONSULTANT’s fiscal year end (FYE) date.

The direct (raw) labor rates and classifications, as shown on Exhibits “D” and “E” shall be subject to renegotiations for each subsequent twelve (12) month period (180 days following FYE date to 180 days following FYE date) upon written request of the CONSULTANT or the AGENCY. The written request must be made to the other party within ninety (90) days following the CONSULTANT’s FYE date. If no such written request is made, the current direct (raw) labor rates and classifications as shown on Exhibits “D” and “E” will remain in effect for the twelve (12) month period.

Conversely, if a timely request is made in the manner set forth above, the parties will commence negotiations to determine the new direct (raw) labor rates and classifications that will be applicable for the twelve (12) month period. Any agreed to renegotiated rates shall be memorialized in a final written acknowledgment between the parties. Such final written acknowledgment shall be incorporated into, and become a part of, this AGREEMENT. If requested, the CONSULTANT shall provide current payroll register and classifications to aid in negotiations. If the parties cannot reach an agreement on the direct (raw) labor rates and classifications, the AGENCY shall perform an audit of the CONSULTANT’s books and records to determine the CONSULTANT’s actual costs. The audit findings will establish the direct (raw) labor rates and classifications that will be applicable for the twelve (12) month period.

The fixed fee as identified in Exhibits “D” and “E” shall represent a value to be applied throughout the life of the AGREEMENT.

The CONSULTANT shall submit annually to the AGENCY an updated indirect cost rate within 180 days of the close of its fiscal year. An approved updated indirect cost rate shall be included in the current fiscal year rate under this AGREEMENT, even if/when other components of the hourly rate are not renegotiated. These rates will be applicable for the twelve (12) month period. At the AGENCY’s option, a provisional and/or conditional indirect cost rate may be negotiated. This provisional or conditional indirect rate shall remain in effect until the updated indirect cost rate is completed and approved. Indirect cost rate costs incurred during the provisional or conditional period will not be adjusted. The CONSULTANT may request an extension of the last approved indirect cost rate for the twelve (12) month period. These requests for provisional indirect cost rate and/or extension will be considered on a case-by-case basis, and if granted, will be memorialized in a final written acknowledgment.

The CONSULTANT shall maintain and have accessible support data for verification of the components of the hourly rates, i.e., direct (raw) labor, indirect cost rate, and fixed fee (profit) percentage. The CONSULTANT shall bill each employee’s actual classification, and actual salary plus indirect cost rate plus fixed fee.

- B. **Direct Non-Salary Costs:** Direct Non-Salary Costs will be reimbursed at the actual cost to the CONSULTANT. These charges may include, but are not limited to, the following items: travel, printing, long distance telephone, supplies, computer charges, and fees of sub-consultants. Air or train travel will be reimbursed only to lowest price available, unless otherwise approved by the AGENCY. The CONSULTANT shall comply with the rules and regulations regarding travel costs (excluding air, train, and rental car costs) in accordance with the WSDOT's Accounting Manual M 13-82, Chapter 10 – Travel Rules and Procedures, and all revisions thereto. Air, train, and rental car costs shall be reimbursed in accordance with 48 Code of Federal Regulations (CFR) Part 31.205-46 "Travel Costs." The billing for Direct Non-salary Costs shall include an itemized listing of the charges directly identifiable with these SERVICES. The CONSULTANT shall maintain the original supporting documents in their office. Copies of the original supporting documents shall be supplied to the STATE upon request. All above charges must be necessary for the SERVICES provided under this AGREEMENT.
- C. **Maximum Amount Payable:** The Maximum Amount Payable by the AGENCY to the CONSULTANT under this AGREEMENT shall not exceed the amount shown in the heading of this AGREEMENT on page one (1.) The Maximum Amount Payable does not include payment for extra work as stipulated in section XIII, "Extra Work." No minimum amount payable is guaranteed under this AGREEMENT.
- D. **Monthly Progress Payments:** Progress payments may be claimed on a monthly basis for all costs authorized in A and B above. Detailed statements shall support the monthly billings for hours expended at the rates established in Exhibit "D," including names and classifications of all employees, and billings for all direct non-salary expenses. To provide a means of verifying the billed salary costs for the CONSULTANT's employees, the AGENCY may conduct employee interviews. These interviews may consist of recording the names, titles, salary rates, and present duties of those employees performing work on the SERVICES at the time of the interview.
- E. **Final Payment:** Final Payment of any balance due the CONSULTANT of the gross amount earned will be made promptly upon its verification by the AGENCY after the completion of the SERVICES under this AGREEMENT, contingent upon receipt of all PS&E, plans, maps, notes, reports, electronic data, and other related documents, which are required to be furnished under this AGREEMENT. Acceptance of such Final Payment by the CONSULTANT shall constitute a release of all claims for payment, which the CONSULTANT may have against the AGENCY unless such claims are specifically reserved in writing and transmitted to the AGENCY by the CONSULTANT prior to its acceptance. Said Final Payment shall not, however, be a bar to any claims that the AGENCY may have against the CONSULTANT or to any remedies the AGENCY may pursue with respect to such claims.
- The payment of any billing will not constitute agreement as to the appropriateness of any item and at the time of final audit all required adjustments will be made and reflected in a final payment. In the event that such final audit reveals an overpayment to the CONSULTANT, the CONSULTANT will refund such overpayment to the AGENCY within thirty (30) calendar days of notice of the overpayment. Such refund shall not constitute a waiver by the CONSULTANT for any claims relating to the validity of a finding by the AGENCY of overpayment. Per WSDOT's "Audit Guide for Consultants," Chapter 23 "Resolution Procedures," the CONSULTANT has twenty (20) working days after receipt of the final Post Audit to begin the appeal process to the AGENCY for audit findings
- F. **Inspection of Cost Records:** The CONSULTANT and their sub-consultants shall keep available for inspection by representatives of the AGENCY and the United States, for a period of six (6) years after receipt of final payment, the cost records and accounts pertaining to this AGREEMENT and all items related to or bearing upon these records with the following exception: if any litigation, claim or audit arising out of, in connection with, or related to this AGREEMENT is initiated before the expiration of the six (6) year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records is completed. An interim or post audit may be performed on this AGREEMENT. The audit, if any, will be performed by the State Auditor, WSDOT's Internal Audit Office and /or at the request of the AGENCY's Project Manager.

VI. Sub-Contracting

The AGENCY permits subcontracts for those items of SERVICES as shown in Exhibit "A" attached hereto and by this reference made part of this AGREEMENT.

The CONSULTANT shall not subcontract for the performance of any SERVICE under this AGREEMENT without prior written permission of the AGENCY. No permission for subcontracting shall create, between the AGENCY and sub-consultant, any contract or any other relationship.

Compensation for this sub-consultant SERVICES shall be based on the cost factors shown on Exhibit "E" attached hereto and by this reference made part of this AGREEMENT.

The SERVICES of the sub-consultant shall not exceed its maximum amount payable identified in each sub consultant cost estimate unless a prior written approval has been issued by the AGENCY.

All reimbursable direct labor, indirect cost rate, direct non-salary costs and fixed fee costs for the sub-consultant shall be negotiated and substantiated in accordance with section V "Payment Provisions" herein and shall be memorialized in a final written acknowledgement between the parties

All subcontracts shall contain all applicable provisions of this AGREEMENT, and the CONSULTANT shall require each sub-consultant or subcontractor, of any tier, to abide by the terms and conditions of this AGREEMENT. With respect to sub-consultant payment, the CONSULTANT shall comply with all applicable sections of the STATE's Prompt Payment laws as set forth in RCW 39.04.250 and RCW 39.76.011.

The CONSULTANT, sub-recipient, or sub-consultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this AGREEMENT. The CONSULTANT shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the CONSULTANT to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the recipient deems appropriate.

VII. Employment and Organizational Conflict of Interest

The CONSULTANT warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warrant, the AGENCY shall have the right to annul this AGREEMENT without liability or, in its discretion, to deduct from this AGREEMENT price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

Any and all employees of the CONSULTANT or other persons while engaged in the performance of any work or services required of the CONSULTANT under this AGREEMENT, shall be considered employees of the CONSULTANT only and not of the AGENCY, and any and all claims that may arise under any Workmen's Compensation Act on behalf of said employees or other persons while so engaged, and any and all claims made by a third party as a consequence of any act or omission on the part of the CONSULTANT's employees or other persons while so engaged on any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of the CONSULTANT.

The CONSULTANT shall not engage, on a full- or part-time basis, or other basis, during the period of this AGREEMENT, any professional or technical personnel who are, or have been, at any time during the period of this AGREEMENT, in the employ of the United States Department of Transportation or the AGENCY, except regularly retired employees, without written consent of the public employer of such person if he/she will be working on this AGREEMENT for the CONSULTANT.

VIII. Nondiscrimination

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees, sub-consultants, subcontractors and successors in interest, agrees to comply with the following laws and regulations:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. Chapter 21 Subchapter V § 2000d through 2000d-4a)
- Federal-aid Highway Act of 1973 (23 U.S.C. Chapter 3 § 324)
- Rehabilitation Act of 1973 (29 U.S.C. Chapter 16 Subchapter V § 794)
- Age Discrimination Act of 1975 (42 U.S.C. Chapter 76 § 6101 *et. seq.*)
- Civil Rights Restoration Act of 1987 (Public Law 100-259)
- American with Disabilities Act of 1990 (42 U.S.C. Chapter 126 § 12101 *et. seq.*)
- 23 CFR Part 200
- 49 CFR Part 21
- 49 CFR Part 26
- RCW 49.60.180

In relation to Title VI of the Civil Rights Act of 1964, the CONSULTANT is bound by the provisions of Exhibit “F” attached hereto and by this reference made part of this AGREEMENT, and shall include the attached Exhibit “F” in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto.

IX. Termination of Agreement

The right is reserved by the AGENCY to terminate this AGREEMENT at any time with or without cause upon ten (10) days written notice to the CONSULTANT.

In the event this AGREEMENT is terminated by the AGENCY, other than for default on the part of the CONSULTANT, a final payment shall be made to the CONSULTANT for actual hours charged at the time of termination of this AGREEMENT, plus any direct non-salary costs incurred up to the time of termination of this AGREEMENT.

No payment shall be made for any SERVICES completed after ten (10) days following receipt by the CONSULTANT of the notice to terminate. If the accumulated payment made to the CONSULTANT prior to Notice of Termination exceeds the total amount that would be due when computed as set forth in paragraph two (2) of this section, then no final payment shall be due and the CONSULTANT shall immediately reimburse the AGENCY for any excess paid.

If the services of the CONSULTANT are terminated by the AGENCY for default on the part of the CONSULTANT, the above formula for payment shall not apply.

In the event of a termination for default, the amount to be paid to the CONSULTANT shall be determined by the AGENCY with consideration given to the actual costs incurred by the CONSULTANT in performing SERVICES to the date of termination, the amount of SERVICES originally required which was satisfactorily completed to date of termination, whether that SERVICE is in a form or a type which is usable to the AGENCY at the time of termination, the cost to the AGENCY of employing another firm to complete the SERVICES required and the time which may be required to do so, and other factors which affect the value to the AGENCY of the SERVICES performed at the time of termination. Under no circumstances shall payment made under this subsection exceed the amount, which would have been made using the formula set forth in paragraph two (2) of this section.

If it is determined for any reason, that the CONSULTANT was not in default or that the CONSULTANT’s failure to perform is without the CONSULTANT’s or its employee’s fault or negligence, the termination shall be deemed to be a termination for the convenience of the AGENCY. In such an event, the CONSULTANT would be reimbursed for actual costs in accordance with the termination for other than default clauses listed previously.

The CONSULTANT shall, within 15 days, notify the AGENCY in writing, in the event of the death of any member, partner, or officer of the CONSULTANT or the death or change of any of the CONSULTANT's supervisory and/or other key personnel assigned to the project or disaffiliation of any principally involved CONSULTANT employee.

The CONSULTANT shall also notify the AGENCY, in writing, in the event of the sale or transfer of 50% or more of the beneficial ownership of the CONSULTANT within 15 days of such sale or transfer occurring. The CONSULTANT shall continue to be obligated to complete the SERVICES under the terms of this AGREEMENT unless the AGENCY chooses to terminate this AGREEMENT for convenience or chooses to renegotiate any term(s) of this AGREEMENT. If termination for convenience occurs, final payment will be made to the CONSULTANT as set forth in the second and third paragraphs of this section.

Payment for any part of the SERVICES by the AGENCY shall not constitute a waiver by the AGENCY of any remedies of any type it may have against the CONSULTANT for any breach of this AGREEMENT by the CONSULTANT, or for failure of the CONSULTANT to perform SERVICES required of it by the AGENCY.

Forbearance of any rights under the AGREEMENT will not constitute waiver of entitlement to exercise those rights with respect to any future act or omission by the CONSULTANT.

X. Changes of Work

The CONSULTANT shall make such changes and revisions in the completed work of this AGREEMENT as necessary to correct errors appearing therein, without additional compensation thereof. Should the AGENCY find it desirable for its own purposes to have previously satisfactorily completed SERVICES or parts thereof changed or revised, the CONSULTANT shall make such revisions as directed by the AGENCY. This work shall be considered as Extra Work and will be paid for as herein provided under section XIII "Extra Work."

XI. Disputes

Any disputed issue not resolved pursuant to the terms of this AGREEMENT shall be submitted in writing within 10 days to the Director of Public Works or AGENCY Engineer, whose decision in the matter shall be final and binding on the parties of this AGREEMENT; provided however, that if an action is brought challenging the Director of Public Works or AGENCY Engineer's decision, that decision shall be subject to judicial review. If the parties to this AGREEMENT mutually agree, disputes concerning alleged design errors will be conducted under the procedures found in Exhibit "J". In the event that either party deem it necessary to institute legal action or proceeding to enforce any right or obligation under this AGREEMENT, this action shall be initiated in the Superior Court of the State of Washington, situated in the county in which the AGENCY is located. The parties hereto agree that all questions shall be resolved by application of Washington law and that the parties have the right of appeal from such decisions of the Superior Court in accordance with the laws of the State of Washington. The CONSULTANT hereby consents to the personal jurisdiction of the Superior Court of the State of Washington, situated in the county in which the AGENCY is located.

XII. Legal Relations

The CONSULTANT, any sub-consultants, and the AGENCY shall comply with all Federal, State, and local laws, rules, codes, regulations and all AGENCY policies and directives, applicable to the work to be performed under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accordance with the laws of the State of Washington.

The CONSULTANT shall defend, indemnify, and hold the State of Washington (STATE) and the AGENCY and their officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the negligence of, or the breach of any obligation under this AGREEMENT by, the CONSULTANT or the CONSULTANT's agents, employees, sub consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable; provided that nothing herein shall require a CONSULTANT

to defend or indemnify the STATE and the AGENCY and their officers and employees against and hold harmless the STATE and the AGENCY and their officers and employees from claims, demands or suits based solely upon the negligence of, or breach of any obligation under this AGREEMENT by the STATE and the AGENCY, their agents, officers, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the STATE and /or the AGENCY may be legally liable; and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the CONSULTANT or the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT is legally liable, and (b) the STATE and/or AGENCY, their agents, officers, employees, sub-consultants, subcontractors and or vendors, of any tier, or any other persons for whom the STATE and/or AGENCY may be legally liable, the defense and indemnity obligation shall be valid and enforceable only to the extent of the CONSULTANT's negligence or the negligence of the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable. This provision shall be included in any AGREEMENT between CONSULTANT and any sub-consultant, subcontractor and vendor, of any tier.

The CONSULTANT shall also defend, indemnify, and hold the STATE and the AGENCY and their officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions by the CONSULTANT or the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable, in performance of the Work under this AGREEMENT or arising out of any use in connection with the AGREEMENT of methods, processes, designs, information or other items furnished or communicated to STATE and/or the AGENCY, their agents, officers and employees pursuant to the AGREEMENT; provided that this indemnity shall not apply to any alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions resulting from STATE and/or AGENCY's, their agents', officers and employees' failure to comply with specific written instructions regarding use provided to STATE and/or AGENCY, their agents, officers and employees by the CONSULTANT, its agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable.

The CONSULTANT's relation to the AGENCY shall be at all times as an independent contractor.

Notwithstanding any determination by the Executive Ethics Board or other tribunal, the AGENCY may, in its sole discretion, by written notice to the CONSULTANT terminate this AGREEMENT if it is found after due notice and examination by the AGENCY that there is a violation of the Ethics in Public Service Act, Chapter 42.52 RCW; or any similar statute involving the CONSULTANT in the procurement of, or performance under, this AGREEMENT.

The CONSULTANT specifically assumes potential liability for actions brought by the CONSULTANT's own employees or its agents against the STATE and/or the AGENCY and, solely for the purpose of this indemnification and defense, the CONSULTANT specifically waives any immunity under the state industrial insurance law, Title 51 RCW. The Parties have mutually negotiated this waiver.

Unless otherwise specified in this AGREEMENT, the AGENCY shall be responsible for administration of construction contracts, if any, on the project. Subject to the processing of a new sole source, or an acceptable supplemental AGREEMENT, the CONSULTANT shall provide On-Call assistance to the AGENCY during contract administration. By providing such assistance, the CONSULTANT shall assume no responsibility for proper construction techniques, job site safety, or any construction contractor's failure to perform its work in accordance with the contract documents.

The CONSULTANT shall obtain and keep in force during the terms of this AGREEMENT, or as otherwise required, the following insurance with companies or through sources approved by the State Insurance Commissioner pursuant to Title 48 RCW.

Insurance Coverage

- A. Worker's compensation and employer's liability insurance as required by the STATE.
- B. Commercial general liability insurance written under ISO Form CG 00 01 12 04 or its equivalent with minimum limits of one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000.00) in the aggregate for each policy period.
- C. Business auto liability insurance written under ISO Form CG 00 01 10 01 or equivalent providing coverage for any "Auto" (Symbol 1) used in an amount not less than a one million dollar (\$1,000,000.00) combined single limit for each occurrence.

Excepting the Worker's Compensation Insurance and any Professional Liability Insurance, the STATE and AGENCY, their officers, employees, and agents will be named on all policies of CONSULTANT and any sub-consultant and/or subcontractor as an additional insured (the "AIs"), with no restrictions or limitations concerning products and completed operations coverage. This coverage shall be primary coverage and non-contributory and any coverage maintained by the AIs shall be excess over, and shall not contribute with, the additional insured coverage required hereunder. The CONSULTANT's and the sub-consultant's and/or subcontractor's insurer shall waive any and all rights of subrogation against the AIs. The CONSULTANT shall furnish the AGENCY with verification of insurance and endorsements required by this AGREEMENT. The AGENCY reserves the right to require complete, certified copies of all required insurance policies at any time.

All insurance shall be obtained from an insurance company authorized to do business in the State of Washington. The CONSULTANT shall submit a verification of insurance as outlined above within fourteen (14) days of the execution of this AGREEMENT to:

Name: _____

Agency: _____

Address: _____

City: _____ State: _____ Zip: _____

Email: _____

Phone: _____

Facsimile: _____

No cancellation of the foregoing policies shall be effective without thirty (30) days prior notice to the AGENCY.

The CONSULTANT's professional liability to the AGENCY, including that which may arise in reference to section IX "Termination of Agreement" of this AGREEMENT, shall be limited to the accumulative amount of the authorized AGREEMENT or one million dollars (\$1,000,000.00), whichever is greater, unless the limit of liability is increased by the AGENCY pursuant to Exhibit H. In no case shall the CONSULTANT's professional liability to third parties be limited in any way.

The parties enter into this AGREEMENT for the sole benefit of the parties, and to the exclusion of any third part, and no third party beneficiary is intended or created by the execution of this AGREEMENT.

The AGENCY will pay no progress payments under section V "Payment Provisions" until the CONSULTANT has fully complied with this section. This remedy is not exclusive; and the AGENCY may take such other action as is available to it under other provisions of this AGREEMENT, or otherwise in law.

XIII. Extra Work

- A. The AGENCY may at any time, by written order, make changes within the general scope of this AGREEMENT in the SERVICES to be performed.
- B. If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the SERVICES under this AGREEMENT, whether or not changed by the order, or otherwise affects any other terms and conditions of this AGREEMENT, the AGENCY shall make an equitable adjustment in the: (1) maximum amount payable; (2) delivery or completion schedule, or both; and (3) other affected terms and shall modify this AGREEMENT accordingly.
- C. The CONSULTANT must submit any “request for equitable adjustment,” hereafter referred to as “CLAIM,” under this clause within thirty (30) days from the date of receipt of the written order. However, if the AGENCY decides that the facts justify it, the AGENCY may receive and act upon a CLAIM submitted before final payment of this AGREEMENT.
- D. Failure to agree to any adjustment shall be a dispute under the section XI “Disputes” clause. However, nothing in this clause shall excuse the CONSULTANT from proceeding with the AGREEMENT as changed.
- E. Notwithstanding the terms and conditions of paragraphs (A.) and (B.) above, the maximum amount payable for this AGREEMENT, shall not be increased or considered to be increased except by specific written supplement to this AGREEMENT.

XIV. Endorsement of Plans

If applicable, the CONSULTANT shall place their endorsement on all plans, estimates, or any other engineering data furnished by them.

XV. Federal Review

The Federal Highway Administration shall have the right to participate in the review or examination of the SERVICES in progress.

XVI. Certification of the Consultant and the Agency

Attached hereto as Exhibit “G-1(a and b)” are the Certifications of the CONSULTANT and the AGENCY, Exhibit “G-2” Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions, Exhibit “G-3” Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying and Exhibit “G-4” Certificate of Current Cost or Pricing Data. Exhibit “G-3” is required only in AGREEMENT’s over one hundred thousand dollars (\$100,000.00) and Exhibit “G-4” is required only in AGREEMENT’s over five hundred thousand dollars (\$500,000.00.) These Exhibits must be executed by the CONSULTANT, and submitted with the master AGREEMENT, and returned to the AGENCY at the address listed in section III “General Requirements” prior to its performance of any SERVICES under this AGREEMENT.

XVII. Complete Agreement

This document and referenced attachments contain all covenants, stipulations, and provisions agreed upon by the parties. No agent, or representative of either party has authority to make, and the parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein. No changes, amendments, or modifications of the terms hereof shall be valid unless reduced to writing and signed by the parties as a supplement to this AGREEMENT.

XVIII. Execution and Acceptance

This AGREEMENT may be simultaneously executed in several counterparts, each of which shall be deemed to be an original having identical legal effect. The CONSULTANT does hereby ratify and adopt all statements, representations, warranties, covenants, and AGREEMENT’s contained in the proposal, and the supporting material submitted by the CONSULTANT, and does hereby accept this AGREEMENT and agrees to all of the terms and conditions thereof.

XIX. Protection of Confidential Information

The CONSULTANT acknowledges that some of the material and information that may come into its possession or knowledge in connection with this AGREEMENT or its performance may consist of information that is exempt from disclosure to the public or other unauthorized persons under either chapter 42.56 RCW or other local, state, or federal statutes (“State’s Confidential Information”). The “State’s Confidential Information” includes, but is not limited to, names, addresses, Social Security numbers, e-mail addresses, telephone numbers, financial profiles credit card information, driver’s license numbers, medical data, law enforcement records (or any other information identifiable to an individual), STATE and AGENCY source code or object code, STATE and AGENCY security data, non-public Specifications, STATE and AGENCY non-publicly available data, proprietary software, STATE and AGENCY security data, or information which may jeopardize any part of the project that relates to any of these types of information. The CONSULTANT agrees to hold the State’s Confidential Information in strictest confidence and not to make use of the State’s Confidential Information for any purpose other than the performance of this AGREEMENT, to release it only to authorized employees, sub-consultants or subcontractors requiring such information for the purposes of carrying out this AGREEMENT, and not to release, divulge, publish, transfer, sell, disclose, or otherwise make it known to any other party without the AGENCY’s express written consent or as provided by law. The CONSULTANT agrees to release such information or material only to employees, sub-consultants or subcontractors who have signed a nondisclosure AGREEMENT, the terms of which have been previously approved by the AGENCY. The CONSULTANT agrees to implement physical, electronic, and managerial safeguards to prevent unauthorized access to the State’s Confidential Information.

Immediately upon expiration or termination of this AGREEMENT, the CONSULTANT shall, at the AGENCY’s option: (i) certify to the AGENCY that the CONSULTANT has destroyed all of the State’s Confidential Information; or (ii) returned all of the State’s Confidential Information to the AGENCY; or (iii) take whatever other steps the AGENCY requires of the CONSULTANT to protect the State’s Confidential Information.

As required under Executive Order 00-03, the CONSULTANT shall maintain a log documenting the following: the State’s Confidential Information received in the performance of this AGREEMENT; the purpose(s) for which the State’s Confidential Information was received; who received, maintained, and used the State’s Confidential Information; and the final disposition of the State’s Confidential Information. The CONSULTANT’s records shall be subject to inspection, review, or audit upon reasonable notice from the AGENCY.

The AGENCY reserves the right to monitor, audit, or investigate the use of the State’s Confidential Information collected, used, or acquired by the CONSULTANT through this AGREEMENT. The monitoring, auditing, or investigating may include, but is not limited to, salting databases.

Violation of this section by the CONSULTANT or its sub-consultants or subcontractors may result in termination of this AGREEMENT and demand for return of all State’s Confidential Information, monetary damages, or penalties

It is understood and acknowledged that the CONSULTANT may provide the AGENCY with information, which is proprietary and/or confidential during the term of this AGREEMENT. The parties agree to maintain the confidentiality of such information during the term of this AGREEMENT and afterwards. All materials containing such proprietary and/or confidential information shall be clearly identified and marked as “Confidential” and shall be returned to the disclosing party at the conclusion of the SERVICES under this AGREEMENT.

The CONSULTANT shall provide the AGENCY with a list of all information and materials it considers confidential and/or proprietary in nature: (a) at the commencement of the term of this AGREEMENT, or (b) as soon as such confidential or proprietary material is developed. "Proprietary and/or confidential information" is not meant to include any information which, at the time of its disclosure: (i) is already known to the other party; (ii) is rightfully disclosed to one of the parties by a third party that is not acting as an agent or representative for the other party; (iii) is independently developed by or for the other party; (iv) is publicly known; or (v) is generally utilized by unaffiliated third parties engaged in the same business or businesses as the CONSULTANT.

The parties also acknowledge that the AGENCY is subject to Washington State and federal public disclosure laws. As such, the AGENCY shall maintain the confidentiality of all such information marked proprietary and or confidential or otherwise exempt, unless such disclosure is required under applicable state or federal law. If a public disclosure request is made to view materials identified as "Proprietary and/or confidential information" or otherwise exempt information, the AGENCY will notify the CONSULTANT of the request and of the date that such records will be released to the requester unless the CONSULTANT obtains a court order from a court of competent jurisdiction enjoining that disclosure. If the CONSULTANT fails to obtain the court order enjoining disclosure, the AGENCY will release the requested information on the date specified.

The CONSULTANT agrees to notify the sub-consultant of any AGENCY communication regarding disclosure that may include a sub-consultant's proprietary and/or confidential information. The CONSULTANT notification to the sub-consultant will include the date that such records will be released by the AGENCY to the requester and state that unless the sub-consultant obtains a court order from a court of competent jurisdiction enjoining that disclosure the AGENCY will release the requested information. If the CONSULTANT and/or sub-consultant fail to obtain a court order or other judicial relief enjoining the AGENCY by the release date, the CONSULTANT shall waive and release and shall hold harmless and indemnify the AGENCY from all claims of actual or alleged damages, liabilities, or costs associated with the AGENCY's said disclosure of sub-consultants' information.

XX. Records Maintenance

During the progress of the Work and SERVICES provided hereunder and for a period of not less than six (6) years from the date of final payment to the CONSULTANT, the CONSULTANT shall keep, retain, and maintain all "documents" pertaining to the SERVICES provided pursuant to this AGREEMENT. Copies of all "documents" pertaining to the SERVICES provided hereunder shall be made available for review at the CONSULTANT's place of business during normal working hours. If any litigation, claim, or audit is commenced, the CONSULTANT shall cooperate with AGENCY and assist in the production of all such documents. "Documents" shall be retained until all litigation, claims or audit findings have been resolved even though such litigation, claim, or audit continues past the six (6) year retention period.

For purposes of this AGREEMENT, "documents" means every writing or record of every type and description, including electronically stored information ("ESI"), that is in the possession, control, or custody of the CONSULTANT, including, without limitation, any and all correspondences, contracts, AGREEMENTs, appraisals, plans, designs, data, surveys, maps, spreadsheets, memoranda, stenographic or handwritten notes, reports, records, telegrams, schedules, diaries, notebooks, logbooks, invoices, accounting records, work sheets, charts, notes, drafts, scribbles, recordings, visual displays, photographs, minutes of meetings, tabulations, computations, summaries, inventories, and writings regarding conferences, conversations or telephone conversations, and any and all other taped, recorded, written, printed or typed matters of any kind or description; every copy of the foregoing whether or not the original is in the possession, custody, or control of the CONSULTANT, and every copy of any of the foregoing, whether or not such copy is a copy identical to an original, or whether or not such copy contains any commentary or notation whatsoever that does not appear on the original.

For purposes of this AGREEMENT, "ESI" means any and all computer data or electronic recorded media of any kind, including "Native Files", that are stored in any medium from which it can be retrieved and examined, either directly or after translation into a reasonably useable form. ESI may include information and/or documentation stored in various software programs such as Email, Outlook, Word, Excel, Access, Publisher, PowerPoint, Adobe Acrobat, SQL databases, or any other software or electronic communication programs or databases that the CONSULTANT may use in the performance of its operations. ESI may be located on network servers, backup tapes, smart phones, thumb drives, CDs, DVDs, floppy disks, work computers, cell phones, laptops, or any other electronic device that CONSULTANT uses in the performance of its Work or SERVICES hereunder, including any personal devices used by the CONSULTANT or any sub-consultant at home.

"Native files" are a subset of ESI and refer to the electronic format of the application in which such ESI is normally created, viewed, and /or modified

The CONSULTANT shall include this section XX "Records Maintenance" in every subcontract it enters into in relation to this AGREEMENT and bind the sub-consultant to its terms, unless expressly agreed to otherwise in writing by the AGENCY prior to the execution of such subcontract.

In witness whereof, the parties hereto have executed this AGREEMENT as of the day and year shown in the "Execution Date" box on page one (1) of this AGREEMENT.



Signature

3.1.19

Date

Signature

Date

Any modification, change, or reformation of this AGREEMENT shall require approval as to form by the Office of the Attorney General.

Exhibit A
Scope of Work

Project No.

EXHIBIT A-1

City of Fircrest Alameda Avenue Grind and Overlay Project

**KPG
Scope of Work
March 7th 2019**

INTRODUCTION

A. PROJECT UNDERSTANDING:

The following Scope of Work outlines the effort required to complete Plans, Specifications, and Estimates to complete the Alameda Avenue Grind and Overlay Project. The project limits are the north crosswalk stripe at Princeton Street to the south crosswalk stripe at South 19th and totals approximately 1,060 LF.

B. ASSUMPTIONS:

The following assumptions were made to establish a scope and budget for this project:

- Right-of-way or easement acquisition will not be required.
- Right-of-way will not be delineated.
- Special Provisions will be developed based on the 2018 WSDOT Standard Provisions.
- Utility improvements are not part of this Scope of Work.
- Traffic Control Plans will be developed under this Scope of Work.
- Plans will be developed using AutoCAD 2018 Civil 3D using KPG drafting standards.
- The City will be responsible for all permit fees.
- Construction Stormwater General Permit will not be required.
- All environmental documentation is either complete or will be prepared by the City.
- No sidewalk, curb ramps, or pedestrian improvements will be required.
- Contract documents will be submitted to WSDOT Local Programs for review and approval.
- Pavement overlay depths and materials type will be recommended by Consultant and approved by City. No Geotechnical analysis will be required.
- A scope and budget for Construction Services will be prepared and submitted for approval upon approval of the 90% design.

The following Scope of Work describes the effort required to complete the above described improvements:

EXHIBIT A-1

SCOPE OF WORK

Task 1 – Management/Coordination/Administration

This task covers the effort required to manage the contract and to ensure that the project meets the client's expectations for schedule, budget, and quality of product. This Scope of Work assumes a 3 Month contract duration:

1.1 Provide project administrative services including:

- Preparation of monthly invoices
- Preparation of monthly progress reports including amount spent, and amount remaining for each task
- Maintaining project files
- Record keeping and project closeout

1.2 Provide project management services including:

- Project staff management and coordination
- KPG design team coordination meetings
- Schedule and budget monitoring
- Miscellaneous letters and phone calls

1.3 Coordination with WSDOT

- Coordinate with Local Programs (LP) on project startup
- Submit PIF's and division 1 special provisions to Local Programs for approval prior to PS&E submittal
- Submit Plans, Specifications, and Estimate to Local Programs for final PS&E approval

1.4 QA/QC Review – Provide senior level review of all submittals

Products:

- Monthly invoices
- Monthly progress reports
- Meeting notes for Consultant/City Meeting

Task 2 – Design

This task includes the effort to conduct a field walk with CITY staff to determine the specific improvements for the project.

2.1 Initial Field review: Consultant will conduct an initial field review of the project to determine design options.

EXHIBIT A-1

2.2 Initial Field review with City: Upon completion of the initial field review, the Consultant shall attend one (1) field walk with City Staff. Assume two (2) consultant staff for one (1) field meeting. During the field walk, the following will be confirmed:

- Verification of the project extents
- Review existing pavement conditions and record locations of required pavement repairs
- Determine method of how to connect the existing driveways to the new overlay

2.3 Field Design: Based on the information obtained from the field review with the City, the Consultant will paint locations of pavement repairs, driveway removals and match points, the approximate locations of these items and the locations of water valves, and monuments transferred to the aerial base map. Locations of underground utilities will not be marked or shown on the plans.

2.4 Design: Information obtained from the field design will be used to prepare construction documents and construction cost estimates. The following is the estimated Sheet Count

Title	Number
Cover Sheet	1
Typical Sections/Details	1
Temporary Traffic Control Plan	2
Overlay Plans	2
Driveway Reconstruction	2
TOTAL	8

2.5 Construction Cost Estimate: The Consultant shall prepare 90% and Final quantities and opinion of probable cost for review and approval by the CITY.

2.6 Specifications: The Consultant shall prepare 90% and Final specification documents including CITY provided legal documents, Division 1 and City GSPs. The CONSULTANT will include additional special provision language as needed.

2.7 Design Review: The Consultant shall attend an in the field design review meeting to review CITY comments from the 90% Design submittal. Assume two (2) Consultant staff for two (1) meetings. Plans will be submitted for review 2 weeks prior to the meeting.

2.8 Compensable Damage: prepare figure and coordinate with sub-consultant to determine if there is compensable damage due to driveway reconstruction as required to comply with LAG Appendix 25.174.

Products:

- **90% Design Submittal**
 - Two (2) sets hard copy 1/2 Size Plan Sets (11x17), Specifications, & Estimate
- **Bid Documents (Hard Copy and Electronic Bidding)**
 - One (1) set hard copy Construction Cost Estimate

EXHIBIT A-1

- One (1) set hard copy Project Specifications
- One (1) set hard copy 1/2 Size Plan Set (11x17)
- 1 Copy Electronic Cost Estimate, Drawings and Specifications

Task 3 - Assistance During Bidding

- 3.1 Plan Production & BXWA Coordination: Consultant will coordinate and submit final PS&E package to BXWA and prepare final bid documents.
- 3.2 Prepare addenda and respond to bidders questions.
- 3.3 Recommendation of Award: Tabulate bid results, check references, prepare award package for Local Programs, and provide recommendation of Award.

Additional Services

The CITY may require additional services of the CONSULTANT such as construction contract management services. The scope of these services will be determined based on the unanticipated project needs or other considerations at the sole discretion of the CITY.

These services will be authorized under a future contract supplement if necessary. At the time these services are required, the CONSULTANT shall provide a detailed scope of work and an estimate of costs. The CONSULTANT shall not proceed with the work until the CITY has authorized the work and issued a notice to proceed.

Exhibit B

DBE Participation/SBE Plan

In the absents of a mandatory UDBE, a voluntary SBE goal amount of ten percent of the Consultant Agreement is established. The Consultant shall submit a SBE Participation Plan prior to commencing work. Although the goal is voluntary, the outreach efforts to provide SBE maximum practicable opportunities are not.

Exhibit C

Preparation and Delivery of Electronic Engineering and Other Data

In this Exhibit the agency, as applicable, is to provide a description of the format and standards the consultant is to use in preparing electronic files for transmission to the agency. The format and standards to be provided may include, but are not limited to, the following:

I. Surveying, Roadway Design & Plans Preparation Section

A. Survey Data

B. Roadway Design Files

C. Computer Aided Drafting Files

D. Specify the Agency's Right to Review Product with the Consultant

E. Specify the Electronic Deliverables to Be Provided to the Agency

F. Specify What Agency Furnished Services and Information Is to Be Provided

II. Any Other Electronic Files to Be Provided

III. Methods to Electronically Exchange Data

A. Agency Software Suite

B. Electronic Messaging System

C. File Transfers Format

Exhibit D
Prime Consultant Cost Computations

Exhibit D**PRIME CONSULTANT COST COMPUTATIONS**

Client: City of Fircrest

Project: Alameda Avenue Grind and Overlay Project

KPG PROJECT NUMBER: 19001

DATE: March 2019

Task No.	Task Description	Labor Hour Estimate					Total Hours and Labor Fee Estimate by Task	
		Principal	Sr. Engineer	Project Engineer	Sr. Admin	Engineering Technician		
						CAD Technician		
		Project Role:	PM/QA	QC	Lead Engineer	Admin		
	Hourly Rate:	232	184	140	115	100	Hours	Fee
Task 1 - Project Management								
1.1	Project Administrative Services	4			4		8	\$ 1,388.00
1.2	Project Management Services	2			2		4	\$ 694.00
1.3	Coordination with WSDOT	6					6	\$ 1,392.00
1.4	QA/QC Review		6				6	\$ 1,104.00
Task Total		12	6	0	6	0	24	\$ 4,578.00
Task 2 - Design								
2.1	Initial Field Review	2		4		8	14	\$ 1,824.00
2.2	Initial Field Review with City			2			2	\$ 280.00
2.3	Field Design	2		8		8	18	\$ 2,384.00
2.4	Design Plans						0	\$ -
	Cover Sheet					4	4	\$ 400.00
	Typical Sections/Details	2		8		12	22	\$ 2,784.00
	Temporary Traffic Control Plan	1		4		20	25	\$ 2,792.00
	Overlay Plans	2		8		18	28	\$ 3,384.00
	Driveway Reconstruction Plan	2		8		20	30	\$ 3,584.00
2.5	Construction Cost Estimate	1		6		8	15	\$ 1,872.00
2.6	Specifications	8		12	16		36	\$ 5,376.00
2.7	Design Review	4		8	6	8	26	\$ 3,538.00
2.8	Compensable Damage	1				2	3	\$ 432.00
Task Total		25	0	68	22	108	223	\$ 28,650.00
Task 3 - Assistance During Bidding								
3.1	Plan Prouction & BXWA Coordination			2	12		14	\$ 1,660.00
3.2	Addenda & Bidder Questions	1		4	2		7	\$ 1,022.00
3.3	Recommendation of Award			4	2		6	\$ 790.00
Task Total		1	0	10	16		27	\$ 3,472.00
Total Labor Hours and Fee		38	6	78	44	108	274	\$ 36,700.00
Subconsultants								
Task 2.8: Cascade Right-of-way Services:							\$	1,000.00
Total Subconsultant Expense							\$	1,000.00
Reimbursable Direct Non-Salary Costs								
							Millage	\$ 50.00
Total Reimbursable Expense							\$	50.00
Total Estimated Budget							\$	37,750.00

Exhibit E

Sub-consultant Cost Computations

There is not any sub-consultant participation at this time. The CONSULTANT shall not sub-contract for the performance of any work under this AGREEMENT without prior written permission of the AGENCY. Refer to section VI “Sub-Contracting” of this AGREEMENT.

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees, and successors in interest agrees as follows:

1. **Compliance with Regulations:** The CONSULTANT shall comply with the Regulations relative to non-discrimination in federally assisted programs of the AGENCY, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the “REGULATIONS”), which are herein incorporated by reference and made a part of this AGREEMENT.
2. **Non-discrimination:** The CONSULTANT, with regard to the work performed during this AGREEMENT, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of sub-consultants, including procurement of materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the REGULATIONS, including employment practices when this AGREEMENT covers a program set forth in Appendix B of the REGULATIONS.
3. **Solicitations for Sub-consultants, Including Procurement of Materials and Equipment:** In all solicitations either by competitive bidding or negotiations made by the CONSULTANT for work to be performed under a sub-contract, including procurement of materials or leases of equipment, each potential sub-consultant or supplier shall be notified by the CONSULTANT of the CONSULTANT’s obligations under this AGREEMENT and the REGULATIONS relative to non-discrimination on the grounds of race, color, sex, or national origin.
4. **Information and Reports:** The CONSULTANT shall provide all information and reports required by the REGULATIONS or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the AGENCY, the STATE, or the Federal Highway Administration (FHWA) to be pertinent to ascertain compliance with such REGULATIONS, orders and instructions. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, the CONSULTANT shall so certify to the AGENCY, the STATE, or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Non-compliance:** In the event of the CONSULTANT’s non-compliance with the non-discrimination provisions of this AGREEMENT, the AGENCY shall impose such AGREEMENT sanctions as it, the STATE, or the FHWA may determine to be appropriate, including, but not limited to:
 - Withholding of payments to the CONSULTANT under this AGREEMENT until the CONSULTANT complies, and/or;
 - Cancellation, termination, or suspension of this AGREEMENT, in whole or in part.
6. **Incorporation of Provisions:** The CONSULTANT shall include the provisions of paragraphs (1) through (5) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the REGULATIONS, or directives issued pursuant thereto. The CONSULTANT shall take such action with respect to any sub-consultant or procurement as the STATE, the AGENCY, or FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance.

Provided, however, that in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a sub-consultant or supplier as a result of such direction, the CONSULTANT may request the AGENCY enter into such litigation to protect the interests of the STATE and/or the AGENCY and, in addition, the CONSULTANT may request the United States enter into such litigation to protect the interests of the United States.

Exhibit G ***Certification Document***

- Exhibit G-1(a) Certification of Consultant
- Exhibit G-1(b) Certification of _____
- Exhibit G-2 Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions
- Exhibit G-3 Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying [Exhibit G-4](#)
Certificate of Current Cost or Pricing Data

Exhibit G-1(a) Certification of Consultant

I hereby certify that I am the and duly authorized representative of the firm of
KPG, P.S.

whose address is

3131 Elliott Avenue, Suite 400 Seattle, WA 98121

and that neither the above firm nor I have

- a) Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above CONSULTANT) to solicit or secure this AGREEMENT;
- b) Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this AGREEMENT; or
- c) Paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above CONSULTANT) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out this AGREEMENT; except as hereby expressly stated (if any);

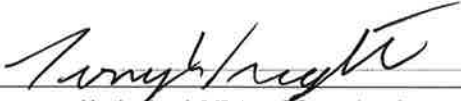
I acknowledge that this certificate is to be furnished to the City of Fircrest

and the Federal Highway Administration, U.S. Department of Transportation in connection with this AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

KPG, P.S.

Consultant (Firm Name)

3.1.19


Signature (Authorized Official of Consultant)

Date

Exhibit G-1(b) Certification of _____

I hereby certify that I am the:

☐

☐ Other

of the _____, and _____

or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this AGREEMENT to:

- a) Employ or retain, or agree to employ to retain, any firm or person; or
- b) Pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind; except as hereby expressly stated (if any):

I acknowledge that this certificate is to be furnished to the _____

and the Federal Highway Administration, U.S. Department of Transportation, in connection with this AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

Signature

Date

Exhibit G-2 Certification Regarding Debarment Suspension and Other Responsibility Matters - Primary Covered Transactions

- I. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - B. Have not within a three (3) year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - D. Have not within a three (3) year period preceding this application / proposal had one or more public transactions (Federal, State and local) terminated for cause or default.
- II. Where the prospective primary participant is unable to certify to any of the statements in this certification such prospective participant shall attach an explanation to this proposal.

KPG, P.S.

Consultant (Firm Name)


Signature (Authorized Official of Consultant)

3.1.19
Date

Exhibit G-3 Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative AGREEMENT, and the extension, continuation, renewal, amendment, or modification of Federal contract, grant, loan or cooperative AGREEMENT.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative AGREEMENT, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the require certification shall be subject to a civil penalty of not less than \$10,000.00, and not more than \$100,000.00 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier sub-contracts, which exceed \$100,000 and that all such sub-recipients shall certify and disclose accordingly.

KPG, P.S.

Consultant (Firm Name)


Signature (Authorized Official of Consultant)

3.1.19
Date

Exhibit G-4 Certification of Current Cost or Pricing Data

This is to certify that, to the best of my knowledge and belief, the cost or pricing data (as defined in section of the Federal Acquisition Regulation (FAR) and required under FAR subsection 15.403-4) submitted, either actually or by specific identification in writing, to the Contracting Officer or to the Contracting Officer's representative in support of City of Fircrest Alemeda Ave Gind & Overlay * are accurate, complete, and current as of March 7, 2019 **.

This certification includes the cost or pricing data supporting any advance AGREEMENT's and forward pricing rate AGREEMENT's between the offer or and the Government that are part of the proposal.

Firm: KPG, P.S.


Signature

Principal

Title

Date of Execution March 7, 2019

***.

*Identify the proposal, quotation, request for pricing adjustment, or other submission involved, giving the appropriate identifying number (e.g. project title.)

**Insert the day, month, and year, when price negotiations were concluded and price AGREEMENT was reached.

***Insert the day, month, and year, of signing, which should be as close as practicable to the date when the price negotiations were concluded and the contract price was agreed to.

Exhibit H

Liability Insurance Increase

To Be Used Only If Insurance Requirements Are Increased

The professional liability limit of the CONSULTANT to the AGENCY identified in Section XII, Legal Relations and Insurance of this Agreement is amended to \$ _____.

The CONSULTANT shall provide Professional Liability insurance with minimum per occurrence limits in the amount of \$ _____.

Such insurance coverage shall be evidenced by one of the following methods:

- Certificate of Insurance
- Self-insurance through an irrevocable Letter of Credit from a qualified financial institution

Self-insurance through documentation of a separate fund established exclusively for the payment of professional liability claims, including claim amounts already reserved against the fund, safeguards established for payment from the fund, a copy of the latest annual financial statements, and disclosure of the investment portfolio for those funds.

Should the minimum Professional Liability insurance limit required by the AGENCY as specified above exceed \$1 million per occurrence or the value of the contract, whichever is greater, then justification shall be submitted to the Federal Highway Administration (FHWA) for approval to increase the minimum insurance limit.

If FHWA approval is obtained, the AGENCY may, at its own cost, reimburse the CONSULTANT for the additional professional liability insurance required.

Notes: Cost of added insurance requirements: \$ _____.

- Include all costs, fee increase, premiums.
- This cost shall not be billed against an FHWA funded project.
- For final contracts, include this exhibit

Exhibit I

Alleged Consultant Design Error Procedures

The purpose of this exhibit is to establish a procedure to determine if a consultant has alleged design error is of a nature that exceeds the accepted standard of care. In addition, it will establish a uniform method for the resolution and/or cost recovery procedures in those instances where the agency believes it has suffered some material damage due to the alleged error by the consultant.

Step 1 Potential Consultant Design Error(s) is Identified by Agency's Project Manager

At the first indication of potential consultant design error(s), the first step in the process is for the Agency's project manager to notify the Director of Public Works or Agency Engineer regarding the potential design error(s). For federally funded projects, the Region Local Programs Engineer should be informed and involved in these procedures. (Note: The Director of Public Works or Agency Engineer may appoint an agency staff person other than the project manager, who has not been as directly involved in the project, to be responsible for the remaining steps in these procedures.)

Step 2 Project Manager Documents the Alleged Consultant Design Error(s)

After discussion of the alleged design error(s) and the magnitude of the alleged error(s), and with the Director of Public Works or Agency Engineer's concurrence, the project manager obtains more detailed documentation than is normally required on the project. Examples include all decisions and descriptions of work, photographs, records of labor, materials, and equipment.

Step 3 Contact the Consultant Regarding the Alleged Design Error(s)

If it is determined that there is a need to proceed further, the next step in the process is for the project manager to contact the consultant regarding the alleged design error(s) and the magnitude of the alleged error(s). The project manager and other appropriate agency staff should represent the agency and the consultant should be represented by their project manager and any personnel (including sub-consultants) deemed appropriate for the alleged design error(s) issue.

Step 4 Attempt to Resolve Alleged Design Error with Consultant

After the meeting(s) with the consultant have been completed regarding the consultant's alleged design error(s), there are three possible scenarios:

- It is determined via mutual agreement that there is not a consultant design error(s). If this is the case, then the process will not proceed beyond this point.
- It is determined via mutual agreement that a consultant design error(s) occurred. If this is the case, then the Director of Public Works or Agency Engineer, or their representatives, negotiate a settlement with the consultant. The settlement would be paid to the agency or the amount would be reduced from the consultant's agreement with the agency for the services on the project in which the design error took place. The agency is to provide LP, through the Region Local Programs Engineer, a summary of the settlement for review and to make adjustments, if any, as to how the settlement affects federal reimbursements. No further action is required.
- There is not a mutual agreement regarding the alleged consultant design error(s). The consultant may request that the alleged design error(s) issue be forwarded to the Director of Public Works or Agency Engineer for review. If the Director of Public Works or Agency Engineer, after review with their legal counsel, is not able to reach mutual agreement with the consultant, proceed to Step 5.

Step 5 Forward Documents to Local Programs

For federally funded projects, all available information, including costs, should be forwarded through the Region Local Programs Engineer to LP for their review and consultation with the FHWA. LP will meet with representatives of the agency and the consultant to review the alleged design error(s), and attempt to find a resolution to the issue. If necessary, LP will request assistance from the Attorney General's Office for legal interpretation. LP will also identify how the alleged error(s) affects eligibility of project costs for federal reimbursement.

- If mutual agreement is reached, the agency and consultant adjust the scope of work and costs to reflect the agreed upon resolution. LP, in consultation with FHWA, will identify the amount of federal participation in the agreed upon resolution of the issue.
- If mutual agreement is not reached, the agency and consultant may seek settlement by arbitration or by litigation.

Exhibit J

Consultant Claim Procedures

The purpose of this exhibit is to describe a procedure regarding claim(s) on a consultant agreement. The following procedures should only be utilized on consultant claims greater than \$1,000. If the consultant's claim(s) total a \$1,000 or less, it would not be cost effective to proceed through the outlined steps. It is suggested that the Director of Public Works or Agency Engineer negotiate a fair and reasonable price for the consultant's claim(s) that total \$1,000 or less.

This exhibit will outline the procedures to be followed by the consultant and the agency to consider a potential claim by the consultant.

Step 1 Consultant Files a Claim with the Agency Project Manager

If the consultant determines that they were requested to perform additional services that were outside of the agreement's scope of work, they may be entitled to a claim. The first step that must be completed is the request for consideration of the claim to the Agency's project manager.

The consultant's claim must outline the following:

- Summation of hours by classification for each firm that is included in the claim
- Any correspondence that directed the consultant to perform the additional work;
- Timeframe of the additional work that was outside of the project scope;
- Summary of direct labor dollars, overhead costs, profit and reimbursable costs associated with the additional work; and
- Explanation as to why the consultant believes the additional work was outside of the agreement scope of work.

Step 2 Review by Agency Personnel Regarding the Consultant's Claim for Additional Compensation

After the consultant has completed step 1, the next step in the process is to forward the request to the Agency's project manager. The project manager will review the consultant's claim and will meet with the Director of Public Works or Agency Engineer to determine if the Agency agrees with the claim. If the FHWA is participating in the project's funding, forward a copy of the consultant's claim and the Agency's recommendation for federal participation in the claim to the WSDOT Local Programs through the Region Local Programs Engineer. If the claim is not eligible for federal participation, payment will need to be from agency funds.

If the Agency project manager, Director of Public Works or Agency Engineer, WSDOT Local Programs (if applicable), and FHWA (if applicable) agree with the consultant's claim, send a request memo, including backup documentation to the consultant to either supplement the agreement, or create a new agreement for the claim. After the request has been approved, the Agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit. No further action is needed regarding the claim procedures.

If the Agency does not agree with the consultant's claim, proceed to step 3 of the procedures.

Step 3 Preparation of Support Documentation Regarding Consultant's Claim(s)

If the Agency does not agree with the consultant's claim, the project manager shall prepare a summary for the Director of Public Works or Agency Engineer that included the following:

- Copy of information supplied by the consultant regarding the claim;
- Agency's summation of hours by classification for each firm that should be included in the claim
- Any correspondence that directed the consultant to perform the additional work;
- Agency's summary of direct labor dollars, overhead costs, profit and reimbursable costs associate with the additional work;
- Explanation regarding those areas in which the Agency does/does not agree with the consultant's claim(s);
- Explanation to describe what has been instituted to preclude future consultant claim(s); and
- Recommendations to resolve the claim.

Step 4 Director of Public Works or Agency Engineer Reviews Consultant Claim and Agency Documentation

The Director of Public Works or Agency Engineer shall review and administratively approve or disapprove the claim, or portions thereof, which may include getting Agency Council or Commission approval (as appropriate to agency dispute resolution procedures). If the project involves federal participation, obtain concurrence from WSDOT Local Programs and FHWA regarding final settlement of the claim. If the claim is not eligible for federal participation, payment will need to be from agency funds.

Step 5 Informing Consultant of Decision Regarding the Claim

The Director of Public Works or Agency Engineer shall notify (in writing) the consultant of their final decision regarding the consultant's claim(s). Include the final dollar amount of the accepted claim(s) and rationale utilized for the decision.

Step 6 Preparation of Supplement or New Agreement for the Consultant's Claim(s)

The agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit

NEW BUSINESS: Stop Violence Against Women Grant MOU
ITEM 10C.

FROM: John Cheesman, Police Chief

RECOMMENDED MOTION: I move to adopt Resolution No.____, authorizing the City Manager to execute a Memorandum of Understanding between the City of Fircrest and the Pierce County Sheriff's Department to accept funding through the Stop Violence Against Women Grant.

PROPOSAL: The Council is being asked to adopt a resolution authorizing the City Manager to execute a Memorandum of Understanding with the Pierce County Sheriff's Department that would allow the Fircrest Police Department to accept funding through the Stop Violence against Women Grant. This grant money will allow the Police Department to train law enforcement officials to more effectively identify and respond to violent crimes against women.

FISCAL IMPACT: The grant will allow the City to send an officer to a training conference on Crimes against Women and the County will reimburse our City in an amount not to exceed \$3,000.

ADVANTAGE: The conference on Crimes against Women provides best practices and training from the nation's leading experts. Individuals in the fields of law enforcement, prosecution, social work, advocacy, and medicine attend and provide insight on the latest techniques and cutting edge strategies applicable in their field. This will also be a good chance to form ongoing relationships with other law enforcement officials.

DISADVANTAGES: None identified.

ALTERNATIVES: None identified.

HISTORY: The Pierce County Sheriff's Department is administering the FFY 2019 STOP Grant for the Pierce County Law Enforcement Community. The Office of Crime Victim Advocacy requires that one agency be responsible for the financial and reporting requirements of the grant including the application process. The City has applied for and has been approved to receive funding for this training.

ATTACHMENTS: [Resolution](#)
[Memorandum of Understanding](#)

**CITY OF FIRCREST
RESOLUTION NO. ____**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
FIRCREST, WASHINGTON AUTHORIZING THE CITY MANAGER
TO EXECUTE A MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF FIRCREST AND THE PIERCE COUNTY
SHERIFF'S DEPARTMENT ACCEPTING FUNDING THROUGH
THE STOP VIOLENCE AGAINST WOMEN GRANT.**

WHEREAS, the Pierce County Sheriff's Department administers the Stop Violence Against Women Grant; and

WHEREAS, this grant period is January 1, 2019 through December 31, 2019; and

WHEREAS, the City of Fircrest is concerned about the safety of all its citizens; and

WHEREAS, by accepting grant funding, the Fircrest Police Department will train law enforcement officials to more effectively identify and respond to violent crimes against women. Now, Therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FIRCREST:

Section 1. The City Manager is hereby authorized and directed to execute a Memorandum of Understanding between the City of Fircrest and the Pierce County Sheriff's Department.

**APPROVED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF
FIRCREST, WASHINGTON**, at a regular meeting thereof this 12th day of March 2019.

APPROVED:

Hunter T. George, Mayor

ATTEST:

Jessica Nappi, City Clerk

APPROVED AS TO FORM:

Michael B. Smith, City Attorney

**Memorandum of Understanding Between
City of Fircrest
and
Pierce County Sheriff's Department**

WHEREAS: The Pierce County Sheriff's Department administers the Stop Violence Against Women Grant; and

WHEREAS: This grant period is January 1, 2019 through December 31, 2019; and

WHEREAS: This grant must be used for training that targets domestic violence or any violence against victims eleven years of age or older; and

WHEREAS: The grant requires that all Police Agencies within Pierce County be notified of its existence and that those departments who wish to participate in its disbursement be able to receive financial benefit;

NOW THEREFORE: Effective this _____ day of _____ 2019.

1. Pierce County Sheriff's Department shall reimburse the City of Fircrest for pre-approved training of law enforcement officers in the investigation of domestic violence, sexual assault, dating violence, stalking, and other related crimes. Funding from this grant must be used to support the Grantee's STOP Violence Against Women Formula Grant Program and shall include but not be limited to:
 - Attend local and/or national training sessions
 - Training focusing on topics or issues that will increase effort to hold offenders accountable while enhancing law enforcement's response to adult or youth victims (ages 11 and older) of sexual assault, domestic violence, dating violence, or stalking;
 - Active collaboration with victim services and prosecution to ensure a supportive and strong coordinated response for victims of domestic violence; sexual assault, dating violence, and/or stalking; and
2. The reimbursement amount shall not exceed \$3000, per person, per approved training event.
3. The City of Fircrest shall invoice the County and provide the necessary paperwork to support reimbursement.
4. The County shall reimburse the City within 30 days of receipt of the reimbursement by the grantor.
5. The City of Fircrest shall agree to Single Audit Act Compliance: If the Public Agency or Non-profit Agency is a sub recipient of a federal award as identified in this agreement, the Agency shall comply with the Office of Management and Budget (OMB) Circular A-133, Audits of States, Local Governments and Non-Profit Organizations.
6. By Executing this Agreement, the Pierce County Sheriff's Department certifies that it is not debarred, suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549 "Debarment and Suspension". PCSD certifies that it will not contract with a subcontractor that is debarred or suspended. The City of Fircrest certifies to the same.

End of agreement. Signature page to follow.

**PIERCE COUNTY
CONTRACT SIGNATURE PAGE**

Contract # _____

IN WITNESS WHEREOF, the parties have executed this Agreement this ____ day of _____, 2019.

CITY OF FIRCREST:

Contractor Signature Date

Name: Scott Pingel, City Manager

Mailing Address: 115 Ramsdell Street
Fircrest, WA 98466

Phone: (253) 564-8901

Fax: (253)-566-0762

APPROVED AS TO FORM:

By: _____
City Attorney

ATTEST:

By: _____
City Clerk

PIERCE COUNTY:

APPROVED AS TO LEGAL FORM ONLY:

Prosecuting Attorney Date

RECOMMENDED:

Finance Date

APPROVED:

Department Director
(less than \$250,000) Date

County Executive (over \$250,000) Date



#

#

Fircrest Pool and Community Center Replacement

#

Incorporated in 1925 with just 305 residents, Fircrest has a vibrant history and proud identity. The city began as a well-planned and carefully constructed suburban community, heavily influenced by the principles of Fredrick Law Olmstead and the City Beautiful Movement. It was built on the premise of offering quiet living and a strong sense of community with aesthetically designed streets and parks. Today, Fircrest has lived up to the dream of a residential park and enjoys a reputation of quality living, great recreational facilities, and setting the standard for community-oriented policing.

The heart of that feeling is the 21-acre parks system, with the centerpiece being the Fircrest Pool and Community Center complex located in Fircrest Park. For generations, people have come from miles around to swim in the pool and participate in all sorts of activities in the center, including sports, arts, community events, exercise classes, and more. The community wants this to continue, but the aging complex must be replaced.

The Community's Need

The community center was built in 1960 and the pool in 1962 to serve what had become a community of 3,500 residents. The design of the community center was a contemporary Northwest style with exposed beams and a regular structural grid. However, additions over the years have compromised the design and functionality. This has negatively impacted the customer experience as it relates to the perception of a safe, clean, and welcoming environment. In addition, the building has a leaking roof, the junior high-scale gymnasium is undersized, the bathrooms are small, do not meet ADA requirements, and do not provide any measure of privacy, and the gym's rubber floor is failing.

Community members have noticed. In a City-sponsored survey in August 2018, 70% of respondents stated they were neutral/very dissatisfied with the gym; the level of dissatisfaction with the teen room was even worse, at 81%.

The pool is in even rougher shape. Water does terrible things to concrete and pipes over the years. The Fircrest Pool leaks thousands of gallons a day, and there are no more options for repairs. The City spent \$33,000 in 2018 to patch the pool liner and repair leaking pipes, but it was just a temporary fix that barely kept it open for the season. In fact, the mechanical equipment is so old that it is very difficult to find replacement parts.



These facilities are vital to the community, but at 57 and 59 years old, respectively, they are past their structural lifespans. City residents definitely received their money's worth out of their investments in this recreational complex over the years.

The need to address the deteriorating pool and community center were identified in the City's Parks Recreation and Open Space (PROS) Plan more than 5 years ago. Since 2016, the City has worked with ARC Architects, a firm with years of experience designing community centers and pools. ARC conducted an assessment of both facilities and concluded it was far more cost effective to replace them than repair them.

The City Council, staff, volunteers, and ARC Architects conducted community surveys, facilitated detailed discussions with a steering committee of residents, and held public meetings to collect comments on the design of a new pool and center. On an August 2018 survey, 84% of 581 respondents said a new community center would be beneficial to the community, and 63% supported a bond to pay for it. Parents and grandparents want new facilities for their children and grandchildren. Many seniors say they see the value of having a viable pool and community center for families, just as they did for their children.

Financing the Project

After several rounds of community discussions, city leaders and the steering committee of residents developed an \$18 million plan to replace the recreational complex that serves as the heart of Fircrest. As a result, the 7-member Fircrest City Council unanimously decided in fall 2018 to put a park bond on the April 23, 2019 ballot. If approved, the bond will finance up to \$13.5 million, or 75% of the cost.

If financing is secured, the project will be built in two phases. Pool construction will start as soon as the summer 2019 swim season ends with the goal of opening the new \$8.5 million pool in time for the 2020 season. Construction of the new recreation center will start in 2021 or 2022, for an estimated \$9.5 million.

Without the park bond and private philanthropy, the City of Fircrest will cease operating an outdoor pool by 2020. The City's General Fund is only \$5.5 million a year, which covers police, streets, parks and other basic services. The City does not have enough money to build a new pool. In addition, the community center faces significant repair costs. The building isn't getting any younger.



The city has been preparing for this for several years. The Fircrest City Council has secured the following funding sources so far:

Total \$2.5 million raised and dedicated to this project

- \$1,000,000 from the William and Joyce Edwards Foundation
- \$ 750,000 from City reserves
- \$ 750,000 from the Washington Legislature (for the pool)

The City is seeking another grant from the Legislature in 2019 for the community center portion of the project.

Additional philanthropic support is requested so a pool and community center can be built to serve future generations of families in Fircrest, University Place, and Tacoma.

Designing for the Future

The complex is being designed with lots of community input. Due to popular demand, the new pool will maintain a separate “kiddie” pool for toddlers next to the main pool. The main pool will include dedicated lap lanes and a recreation area with a vortex (whirlpool), diving board and other amenities. The new bathhouse will be much more comfortable and convenient, with family changing rooms and a party room for rent. The bathhouse also will feature access to restrooms from the park side, which has been a desired all-season need for many years.

Forty percent of respondents in the August 2018 survey stated that the main reason they do not use the pool was because it’s “not appealing to age.” This new pool design allows for more programming options for all ages, including activities for older kids, additional swim lesson space, and exercise for seniors.

The design of the pool and bathhouse also creates more opportunity for revenue recovery through new rental space and more programming opportunities for the community. The City has created business plans for both facilities to best utilize the space and expand programming opportunities for the community. The benefit of increased revenues decreases the expense on the general fund and allows the city to increase services to the community.

The most important “wish lists” in the new community center, as revealed in the August 2018 survey, were a multipurpose gymnasium (89%) and kitchen facilities (78%) to support community events and programs. As a result, the community center will include a high school-sized basketball court, allowing for more programming opportunities around basketball, indoor soccer, and fitness activities. The center will include larger multi-purpose spaces to allow for wedding and business rentals and better space for classes. The community center will be more open, to make people feel safer, and offer more programming, to be inclusive of all age groups.



Knowing that safety is a concern, the police will have a work station within the center and the center will be able to serve as an emergency shelter for the community. The overall goal would make the community center a gathering place and go back to the roots of why Fircrest was created, *“Strong Sense of Community.”*

The only other publicly available outdoor recreational pool within a 5-mile radius is Kandle Pool, a Metro Parks Tacoma facility that is routinely crowded with 400-500 people. The indoor aquatics center at Curtis High School is available for public lap swim but isn’t seen as a recreational venue for families. The closest public community center within this radius is the Metro Parks Tacoma STAR Center in South Tacoma, which is nearly 4 miles from Fircrest.

Conclusion

Fircrest is now a city of 6,700 residents, with a small commercial tax base within its 1.6-square-mile boundary. It’s a tree-lined oasis in a fast-growing urban area, squeezed between the larger cities of Tacoma and University Place.

So many memories have been created in our pool and community center. This is where generations of children learn to swim. The youngest kids play peewee soccer. The Daddy/Daughter Dance sells out every February. The gym is packed with families who come to see Santa every December. Our youth basketball program is at capacity. Adults come to play ball, do yoga, play cards, and other activities. Law enforcement agencies use it for underwater safety training every year. The Kiwanis Club hosts a spaghetti dinner, pancake breakfast and other popular events. New memories will be created in these new facilities for years to come.

The pool and community center have been the “heart of Fircrest” for nearly 60 years. These new facilities will address the needs of the growing community and offer more recreational opportunities to a larger segment of the population for the next generations.