

**FIRCREST CITY COUNCIL
REGULAR MEETING AGENDA**

**TUESDAY, AUGUST 13, 2019
7:00 P.M.**

**ROY H. MURPHY COMMUNITY CENTER
555 CONTRA COSTA AVENUE**

- 1. CALL TO ORDER**
- 2. PLEDGE OF ALLEGIANCE**
- 3. ROLL CALL**
- 4. PRESIDING OFFICER'S REPORT**
 - A. Pool and Community Center Project
- 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: [July 1, 2019 Special Meeting](#)
[July 10, 2019 Special Meeting](#)
[July 15, 2019 Study Session](#)
[July 23, 2019 Regular Meeting](#)
- 8. PUBLIC HEARING 7:15 P.M.**
- 9. UNFINISHED BUSINESS**
- 10. NEW BUSINESS**
 - A. [Resolution: Materials Testing and Special Inspection Services Contract](#)
 - B. [Resolution: Project Inspection and Reporting Services Contract](#)
 - C. [Resolution: Geotechnical Services Contract](#)
 - D. [Resolution: Department of Commerce Grant Contract](#)
 - E. [Motion: Farallone Avenue Sanitary Sewer Connection Project Contract](#)
- 11. CITY MANAGER COMMENTS**
- 12. DEPARTMENT HEAD COMMENTS**
- 13. COUNCILMEMBER COMMENTS**
- 14. EXECUTIVE SESSION**
- 15. ADJOURNMENT**

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

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19963	08/06/2019	08/13/2019	6904	A R C Architects Inc	9,094.08 P#54 Professional Services June 2019
	594 76 62 00	Buildings & Structures - Pa	001 000 576	General Fund	9,094.08 P#54 Prof. Services 06/2019
19965	08/06/2019	08/13/2019	1091	Absten, Julie	47.00 Refund Rental Fee For Cancellation Absten 08/25
	362 40 00 00	Space & Facility Rental	001 000 360	General Fund	-47.00 Refund Rental Fee For Cancellation Absten 08/25
19998	08/06/2019	08/13/2019	7418	Alarm Center Inc	1,221.65 2019 Alarm Testing - Public Works, Rec Center, City Hall
	518 30 48 01	Rep & Maint - Rec Bldg	001 000 518	General Fund	329.70 Alarm Testing - REC
	518 30 48 02	Rep & Maint - City Hall	001 000 518	General Fund	589.72 Alarm Testing - CH
	518 30 48 03	Rep & Maint - PW	001 000 518	General Fund	302.23 Alarm Testing - PW
20034	08/07/2019	08/13/2019	3705	Alpine Products Inc	1,485.00 Traffic Paint
	542 30 31 02	Oper Supplies - Street Reg	101 000 542	City Street Fun	1,485.00 Traffic Paint
20005	08/06/2019	08/13/2019	7066	Apex Engineering	1,549.12 P#58 Farallone Ave Sewer Prof. Engineering Services June 2019
	594 35 63 03	Project Engineering Sewer	432 000 594	Sewer Improve	1,549.12 P#58 Farallone Ave Sewer Prof. Engineering Services June 2019
19971	08/06/2019	08/13/2019	8667	Aqua Rec's Fireside Hearth N' Home	112.08 BioGuard Chlorine For New Water Mains
	594 34 63 01	Other Improvements Water	426 000 594	Water Improve	112.08 BioGuard Chlorine For New Water Mains
20050	08/07/2019	08/13/2019	6914	Berg Equipment & Scaffolding Co. Inc.	571.48 Scaffolding Rental - Car Show And Fun Days
	573 90 49 01	Community Events	001 000 573	General Fund	571.48 Scaffolding Rental - Car Show And Fun Days
20029	08/07/2019	08/13/2019	8677	Bishop, Julianne	14.64 Jury Pay (1 Day), Mileage (8 Miles) 7/24/19
	512 50 49 03	Juror Costs	001 000 512	General Fund	14.64 Jury Pay (1 Day), Mileage (8 Miles) 7/24/19
19967	08/06/2019	08/13/2019	8666	Bob, Elisa	100.00 Refund Rental Deposit Bob 7/28/19
	586 00 00 00	Deposit Refunds	001 000 580	General Fund	100.00 Refund Rental Deposit Bob 7/28/19
19962	08/06/2019	08/13/2019	5428	Boers, Jeff	451.25 July 2019 Land Use Consulting (4.75 Hrs)
	558 60 41 00	Prof Svcs - Planning	001 000 558	General Fund	451.25 07/2019 Land Use (4.75 Hrs)
19985	08/06/2019	08/13/2019	6754	Bova, Brooke	65.00 Refund Rental Fee For Cancellation Bova 7/27/19
	362 40 00 00	Space & Facility Rental	001 000 360	General Fund	-65.00 Refund Rental Fee For Cancellation Bova 7/27/19
19932	08/05/2019	08/13/2019	4281	Builders Exchange Of Washington Inc	66.65 P#57 Alameda Grind & Overlay Publishing

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	595 10 63 06	Project Eng - Alameda Reg	101 000 594 City Street Fun	66.65	P#57 Alameda Grind & Overlay Publishing
19933	08/05/2019	08/13/2019	4281 Builders Exchange Of Washington Inc	341.10	P#60 Pool And Bathhouse Project Publishing
	594 76 62 00	Buildings & Structures - Pa	001 000 576 General Fund	341.10	P#60 Pool And Bathhouse Project Publishing
			Total Builders Exchange Of Washington Inc	407.75	
20015	08/06/2019	08/13/2019	4293 CDW Government Inc	251.63	Email Licenses For Public Works Crew
	518 81 49 01	Software Licenses	001 000 518 General Fund	251.63	Email Licenses For Public Works Crew
19923	08/05/2019	08/13/2019	3572 CED	2,159.92	Cree Cobra LED Lights (Quantity 6)
	542 63 31 00	Oper Supplies - Street Ligh	101 000 542 City Street Fun	2,159.92	Cree Cobra LED Lights (Quantity 6)
19938	08/05/2019	08/13/2019	6018 Canon Financial Services Inc	563.79	Copier Rental July 2019 - City Hall, Court, Parks / Rec, Public Works
	512 50 45 00	Oper Rentals - Copier - Co	001 000 512 General Fund	140.95	Court 07/2019
	518 10 45 00	Oper Rentals - Copier - No	001 000 518 General Fund	140.95	City Hall 07/2019
	531 50 45 00	Oper Rentals - Copier - Sto	415 000 531 Storm Drain	35.23	PW 07/2019
	534 10 45 02	Oper Rentals - Copier - Wa	425 000 534 Water Fund (de	35.24	PW 07/2019
	535 10 45 00	Oper Rentals - Copier - Sev	430 000 535 Sewer Fund (de	35.24	PW 07/2019
	542 30 45 00	Oper Rentals - Copier - Str	101 000 542 City Street Fun	35.24	PW 07/2019
	571 10 45 01	Oper Rentals - Copier - Rec	001 000 571 General Fund	126.85	Rec 07/2019
	576 80 45 00	Oper Rentals - Copier - Par	001 000 576 General Fund	14.09	Parks 07/2019
19929	08/05/2019	08/13/2019	7374 Celis, Victor	645.65	Tuition Reimbursement NUTR101
	521 22 49 02	Reg & Tuition - Police	001 000 521 General Fund	645.65	Tuition Reimbursement NUTR101 - V. Celis
19939	08/05/2019	08/13/2019	5805 CenturyLink	48.96	Long Distance Access And Usage July 2019
	518 10 42 00	Communication - Non Dep	001 000 518 General Fund	48.96	Long Distance 07/2019
19919	08/05/2019	08/13/2019	7379 Chough, Kwang S.	120.00	Korean Interpreting (2 Hrs)
	512 50 41 03	Prof Svcs - Interpreter	001 000 512 General Fund	120.00	Korean Interpreting (2 Hrs) 9Z0099999
20002	08/06/2019	08/13/2019	4313 Chuckals Inc	63.53	Public Works Office Supplies
	531 50 31 01	Office Supplies - Storm	415 000 531 Storm Drain	15.88	PW Office Supplies
	534 10 31 00	Office Supplies - Water	425 000 534 Water Fund (de	15.88	PW Office Supplies
	535 10 31 00	Office Supplies - Swr Adm	430 000 535 Sewer Fund (de	15.88	PW Office Supplies
	542 30 31 01	Office Supplies - Street Re	101 000 542 City Street Fun	15.89	PW Office Supplies
19999	08/06/2019	08/13/2019	4325 City Treasurer-Tac Sewer	268,606.95	2nd Quarter 2019 Sewer Treatment

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	535 60 44 02	Sewage Treatment	430 000 535 Sewer Fund (de	268,606.95	2nd Quarter 2019
20046	08/07/2019	08/13/2019	4322	City of Tacoma Washington	1,789.85 Power - Various Locations July 2019
	534 80 47 01	Utility Services/Pumping	425 000 534 Water Fund (de	63.87	Surface Water 07/2019
	534 80 47 01	Utility Services/Pumping	425 000 534 Water Fund (de	215.83	High / Low Tank, Weathervane 07/2019
	535 80 47 01	Utility Services/Pumping	430 000 535 Sewer Fund (de	382.37	Commons Lift 07/2019
	542 63 47 00	Electricity/Street Lights	101 000 542 City Street Fun	10.94	5200 Emerson 07/2019
	576 80 47 00	Public Utility Services - Pa	001 000 576 General Fund	1,116.84	Parks Garage, Whittier Lights / Irrigation 07/2019
19909	08/05/2019	08/13/2019	3555	Code Publishing Co	3,240.94 Web Update 6/18/19 - Ordinances 1637 - 1640
	511 60 49 03	Codification Costs	001 000 511 General Fund	3,240.94	Ordinances 1637 - 1640
19948	08/06/2019	08/13/2019	2346	Conitz, Cass	67.00 Library Reimbursement 1 Year
	572 21 49 00	Library Services	001 000 572 General Fund	67.00	Library Reimbursement 1 Year
20039	08/07/2019	08/13/2019	8542	Consolidated Supply Co.	2,937.04 Supplies For Whittier Park Irrigation
	594 34 63 01	Other Improvements Water	426 000 594 Water Improve	2,937.04	Supplies For Whittier Park Irrigation
20040	08/07/2019	08/13/2019	8542	Consolidated Supply Co.	213.47 SAA #1725, 1726 18" Aluminum Offset Pipe Wrench (Quantity 2)
	534 80 35 00	Small Tools & Equip - Wat	425 000 534 Water Fund (de	213.47	SAA #1725, 1726 18" Aluminum Offset Pipe Wrench (Quantity 2)
Total Consolidated Supply Co.				3,150.51	
19957	08/06/2019	08/13/2019	7918	Contreras, Alejandra	140.00 Spanish Interpreting (2 Hrs)
	512 50 41 03	Prof Srvs - Interpreter	001 000 512 General Fund	140.00	Spanish Interpreting (2 Hrs) 9Z0568295
19982	08/06/2019	08/13/2019	7918	Contreras, Alejandra	140.00 Spanish Interpreting (2 Hrs)
	512 50 41 03	Prof Srvs - Interpreter	001 000 512 General Fund	140.00	Spanish Interpreting (2 Hrs) 9Z0492804, 9Z0492805, 9Z0671815
Total Contreras, Alejandra				280.00	
19941	08/05/2019	08/13/2019	3573	Copiers Northwest Inc	591.20 Copier Usage July 2019 - City Hall, Court, Parks / Rec, Public Works
	512 50 45 00	Oper Rentals - Copier - Coi	001 000 512 General Fund	32.05	Ct 07/2019
	518 10 45 00	Oper Rentals - Copier - No	001 000 518 General Fund	173.74	CH 07/2019
	531 50 45 00	Oper Rentals - Copier - Sto	415 000 531 Storm Drain	48.07	PW 07/2019
	534 10 45 02	Oper Rentals - Copier - Wa	425 000 534 Water Fund (de	48.08	PW 07/2019

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535 10 45 00	Oper Rentals - Copier - Sev	430 000	535 Sewer Fund (de	48.08	PW 07/2019
542 30 45 00	Oper Rentals - Copier - Str	101 000	542 City Street Fun	48.07	PW 07/2019
571 10 45 01	Oper Rentals - Copier - Rec	001 000	571 General Fund	173.80	REC 07/2019
576 80 45 00	Oper Rentals - Copier - Par	001 000	576 General Fund	19.31	Parks 07/2019
19973	08/06/2019	08/13/2019	3573 Copiers Northwest Inc	169.80	Copier Rental August 2019 And Usage July 2019 - Police
521 22 45 00	Oper Rentals - Copier - Pol	001 000	521 General Fund	169.80	Copier Rental 08/2019 & Usage 07/2019 - Police
20013	08/06/2019	08/13/2019	3573 Copiers Northwest Inc	39.33	Copier Usage 6/14/19 - 7/13/19 Police
521 22 45 00	Oper Rentals - Copier - Pol	001 000	521 General Fund	39.33	Copier Usage 6/14/19 - 7/13/19 Police
			Total Copiers Northwest Inc	800.33	
19918	08/05/2019	08/13/2019	7227 Correct Equipment Inc	194.52	Part For Well Repair On Chlorine Pump
534 80 31 02	Oper Supplies - Water	425 000	534 Water Fund (de	194.52	Part For Well Repair On Chlorine Pump
19914	08/05/2019	08/13/2019	8316 Dames Ryan, Julie A	29.12	Mileage To Water Quality Grant Meeting
513 10 43 00	Travel - Admin	001 000	513 General Fund	29.12	Mileage To Water Quality Grant Meeting - J. Ryan
19996	08/06/2019	08/13/2019	32 Dawson, Chet	1,456.00	Tennis Camp Instruction July 2019
571 20 49 06	Instructor Fees	001 000	571 General Fund	1,456.00	Tennis Camp Instruction 7/1/19 - 7/18/19
20019	08/07/2019	08/13/2019	365 Dept Of Labor & Industries	12.06	12 Jurors (66 Hrs) Medical Aid - Jury Trial 7/24/19
512 50 49 03	Juror Costs	001 000	512 General Fund	12.06	12 Jurors (66 Hrs) Medical Aid - Jury Trial 7/24/19
19993	08/06/2019	08/13/2019	7934 Dick's Sporting Goods Inc	154.12	Stop Watches For Swim Team
576 20 31 03	Oper Supplies - Pool	001 000	576 General Fund	154.12	Stop Watches For Swim Team
19954	08/06/2019	08/13/2019	5952 Dinwiddie II, Thomas	67.00	Library Reimbursement 1 Year
572 21 49 00	Library Services	001 000	572 General Fund	67.00	Library Reimbursement 1 Year
20030	08/07/2019	08/13/2019	8678 Druss, Lori	14.64	Jury Pay (1 Day), Mileage (8 Miles) 7/24/19
512 50 49 03	Juror Costs	001 000	512 General Fund	14.64	Jury Pay (1 Day), Mileage (8 Miles) 7/24/19
19964	08/06/2019	08/13/2019	6995 Endicott, Cynthia J.	294.00	Silver Sneakers & Yoga June 2019
571 20 49 06	Instructor Fees	001 000	571 General Fund	294.00	Silver Sneakers & Yoga 06/2019
20049	08/07/2019	08/13/2019	3638 Fircrest Golf Club	1,287.78	Golf Tank Land Rental August 2019

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534 10 45 01	Land Rental/Water Tank	425 000 534	Water Fund (de	1,287.78	08/2019
19986	08/06/2019	08/13/2019	3639	Fircrest Swim Shop Inc	423.12 Swim Caps For Swim Team
576 20 31 03	Oper Supplies - Pool	001 000 576	General Fund	423.12	Swim Caps For Swim Team
20001	08/06/2019	08/13/2019	3642	Flags A' Flying LLC	239.46 Flags For Rec And Public Safety Building
518 30 31 01	Oper Sup/Rec Bldg	001 000 518	General Fund	178.96	Flags - REC
518 30 31 02	Oper Sup/PSB Bldg	001 000 518	General Fund	60.50	Flag - PSB
20038	08/07/2019	08/13/2019	8680	Flagstone Construction llc	16,045.40 Asphalt Patching And Traffic Control 100/200 Blocks Alameda
594 34 63 01	Other Improvements Water	426 000 594	Water Improve	16,045.40	Asphalt Patching And Traffic Control 100/200 Blocks Alameda
19946	08/06/2019	08/13/2019	4995	Flesher, Arielle	67.00 Library Reimbursement 1 Year
572 21 49 00	Library Services	001 000 572	General Fund	67.00	Library Reimbursement 1 Year
19968	08/06/2019	08/13/2019	3649	Flo Hawks Plumbing & Septic	386.30 Unclogged Sink In Womens Bathroom - Public Safety Building
518 30 48 04	Rep & Maint - PSB	001 000 518	General Fund	386.30	Unclogged Sink In Womens Bathroom - PSB
20023	08/07/2019	08/13/2019	2686	Foss, Jerry M.	13.48 Jury Pay (1 Day), Mileage (6 Miles) 7/24/19
512 50 49 03	Juror Costs	001 000 512	General Fund	13.48	Jury Pay (1 Day), Mileage (6 Miles) 7/24/19
20020	08/07/2019	08/13/2019	8669	Garrett, Brian	12.32 Jury Pay (1 Day), Mileage (4 Miles) 7/24/19
512 50 49 03	Juror Costs	001 000 512	General Fund	12.32	Jury Pay (1 Day), Mileage (4 Miles) 7/24/19
19905	08/02/2019	08/13/2019	8005	Garrison, Kevin	31.59 04-00960.0 - 1014 BRENTWOOD PL
343 10 00 00	Storm Drain Fees & Charge	415 000 340	Storm Drain	-7.04	
343 40 00 00	Sale Of Water	425 000 340	Water Fund (de	-7.54	
343 50 00 00	Sewer Revenues	430 000 340	Sewer Fund (de	-17.01	
20028	08/07/2019	08/13/2019	8676	Graham, Darrin	16.96 Jury Pay (1 Day), Mileage (12 Miles) 7/24/19
512 50 49 03	Juror Costs	001 000 512	General Fund	16.96	Jury Pay (1 Day), Mileage (12 Miles) 7/24/19
19935	08/05/2019	08/13/2019	3672	Guardian Security Inc	28.52 Repair Of Damaged Lock - Rec Room C
518 30 31 01	Oper Sup/Rec Bldg	001 000 518	General Fund	28.52	Repair Of Damaged Lock - Rec Room C
20027	08/07/2019	08/13/2019	8675	Haller, Tyler	15.80 Jury Pay (1 Day), Mileage (10 Miles) 7/24/19
512 50 49 03	Juror Costs	001 000 512	General Fund	15.80	Jury Pay (1 Day), Mileage (10 Miles) 7/24/19

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19904	08/02/2019	08/13/2019	3087 Hara, Kevin	230.30	07-00250.1 - 1431 COTTONWOOD AVE
	343 10 00 00	Storm Drain Fees & Charge	415 000 340	Storm Drain	-51.29
	343 40 00 00	Sale Of Water	425 000 340	Water Fund (de	-55.01
	343 50 00 00	Sewer Revenues	430 000 340	Sewer Fund (de	-124.00
19903	08/02/2019	08/13/2019	1243 Harrison, James J.	6.81	01-02330.0 - 524 FARALLONE AVE
	343 10 00 00	Storm Drain Fees & Charge	415 000 340	Storm Drain	-1.52
	343 40 00 00	Sale Of Water	425 000 340	Water Fund (de	-1.62
	343 50 00 00	Sewer Revenues	430 000 340	Sewer Fund (de	-3.67
19953	08/06/2019	08/13/2019	6167 Hazel, David Kanani	67.00	Library Reimbursement 1 Year
	572 21 49 00	Library Services	001 000 572	General Fund	67.00
					Library Reimbursement 1 Year
20041	08/07/2019	08/13/2019	3692 Home Depot Credit Services	1,081.44	Supplies For Garbage Fence - City Hall
	518 30 31 04	Oper Sup/CH	001 000 518	General Fund	1,081.44
					Supplies For Garbage Fence - City Hall
20042	08/07/2019	08/13/2019	3692 Home Depot Credit Services	37.05	Storm Repair Parts
	531 50 31 02	Oper Supplies - Storm	415 000 531	Storm Drain	37.05
					Storm Repair Parts
20043	08/07/2019	08/13/2019	3692 Home Depot Credit Services	84.82	SAA #1727 Pressure Washer Attachment
	518 30 35 00	Small Tools & Equip-Fac	001 000 518	General Fund	84.82
					SAA #1727 Pressure Washer Attachment
20044	08/07/2019	08/13/2019	3692 Home Depot Credit Services	16.66	Water Repair Supplies
	534 50 48 01	Rep & Maint - Water Main	425 000 534	Water Fund (de	16.66
					Water Repair Supplies
20045	08/07/2019	08/13/2019	3692 Home Depot Credit Services	72.11	Filter For Drinking Fountain - Rec Center
	518 30 31 01	Oper Sup/Rec Bldg	001 000 518	General Fund	72.11
					Filter For Drinking Fountain - Rec Center
			Total Home Depot Credit Services	1,292.08	
20031	08/07/2019	08/13/2019	8679 Howell, Jasmine	26.24	Jury Pay (1 Day), Mileage (28 Miles) 7/24/19
	512 50 49 03	Juror Costs	001 000 512	General Fund	26.24
					Jury Pay (1 Day), Mileage (28 Miles) 7/24/19
20017	08/07/2019	08/13/2019	3735 Judicial Conference Registrar, Financial Services	250.00	2019 Washington Judicial Conference Registration - Judge Miller
	512 50 49 01	Reg & Tuition - Court	001 000 512	General Fund	250.00
					2019 Washington Judicial Conference Registration - Judge Miller
19913	08/05/2019	08/13/2019	3751 KPG, PS	905.94	P#57 Alameda Grind & Overlay Prof. Services Through 6/25/19

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595 10 63 06	Project Eng - Alameda Reg		101 000 594 City Street Fun	905.94	P#57 Alameda Grind & Overlay Prof. Services Through 6/25/19
19989	08/06/2019	08/13/2019	8668	Keller, Bonnie	100.00 Refund Rental Deposit Keller 7/14/19
586 00 00 00	Deposit Refunds		001 000 580 General Fund	100.00	Refund Rental Deposit Keller 7/14/19
20021	08/07/2019	08/13/2019	151	Knecht, Joann	12.32 Jury Pay (1 Day), Mileage (4 Miles) 7/24/19
512 50 49 03	Juror Costs		001 000 512 General Fund	12.32	Jury Pay (1 Day), Mileage (4 Miles) 7/24/19
19906	08/02/2019	08/13/2019	8441	Kobayashi, Keiko	83.08 01-00140.6 - 141 HARVARD AVE
343 10 00 00	Storm Drain Fees & Charge		415 000 340 Storm Drain	-28.88	
343 40 00 00	Sale Of Water		425 000 340 Water Fund (de	-30.72	
343 50 00 00	Sewer Revenues		430 000 340 Sewer Fund (de	-23.48	
19951	08/06/2019	08/13/2019	154	Koltes, Svitlana O	59.00 Library Reimbursement 1 Year (Purchased In 2018)
572 21 49 00	Library Services		001 000 572 General Fund	59.00	Library Reimbursement 1 Year (Purchased In 2018)
19934	08/05/2019	08/13/2019	7370	Laudy, Geert-Jan	0.06 03-01460.0 - 526 CONTRA COSTA AVE
343 10 00 00	Storm Drain Fees & Charge		415 000 340 Storm Drain	-0.01	
343 40 00 00	Sale Of Water		425 000 340 Water Fund (de	-0.02	
343 50 00 00	Sewer Revenues		430 000 340 Sewer Fund (de	-0.03	
19970	08/06/2019	08/13/2019	8600	Legacy Tapping, Inc	4,236.65 8 X 8 Hot Tap For New Water Main On Farallone / Summit
594 34 63 01	Other Improvements Water		426 000 594 Water Improve	4,236.65	8 X 8 Hot Tap For New Water Main On Farallone / Summit
20052	08/07/2019	08/13/2019	3776	Lemay Mobile Shredding	61.90 Shredding - Finance And Court
512 50 49 00	Miscellaneous - Court		001 000 512 General Fund	35.10	Court Shredding
514 23 49 00	Miscellaneous - Finance		001 000 514 General Fund	26.80	Finance Shredding
19959	08/06/2019	08/13/2019	8404	Linda Kaye Briggs	4,522.95 P#55 Capital Campaign July 2019 (27.75 Hrs)
594 76 62 00	Buildings & Structures - Pa		001 000 576 General Fund	4,522.95	P#55 Capital Campaign 07/2019 (27.75 Hrs)
20009	08/06/2019	08/13/2019	8613	Long Painting Company	44,360.21 P#56 High Tank Painting Progress Through 7/31/19
594 34 63 01	Other Improvements Water		426 000 594 Water Improve	44,360.21	P#56 High Tank Painting Progress Through 7/31/19
19944	08/06/2019	08/13/2019	7655	Louderback, Wendy	34.62 03-01710.9 - 553 BERKELEY AVE
343 10 00 00	Storm Drain Fees & Charge		415 000 340 Storm Drain	-7.71	

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343 40 00 00	Sale Of Water		425 000 340 Water Fund (de	-8.27	
343 50 00 00	Sewer Revenues		430 000 340 Sewer Fund (de	-18.64	
19974	08/06/2019	08/13/2019	318	Maenhout, Sherry L	22.03 Garbage Bags For Shredder
521 22 31 00	Office & Oper Sup - Police		001 000 521 General Fund	22.03	Garbage Bags For Shredder
19975	08/06/2019	08/13/2019	318	Maenhout, Sherry L	3.30 Notebooks
521 22 31 00	Office & Oper Sup - Police		001 000 521 General Fund	3.30	Notebooks
20014	08/06/2019	08/13/2019	318	Maenhout, Sherry L	286.51 SAA #1724 Vacuum Cleaner For Public Safety Building
518 30 35 00	Small Tools & Equip-Fac		001 000 518 General Fund	286.51	SAA #1724 Vacuum Cleaner - PSB
			Total Maenhout, Sherry L	311.84	
19928	08/05/2019	08/13/2019	8584	Malagon, Ixtlaccihuatl	240.00 Spanish Interpreting (4 Hrs)
512 50 41 03	Prof Srvs - Interpreter		001 000 512 General Fund	240.00	Spanish Interpreting (4 Hrs) 9Z0526356, 9Z0568284 & 9Z0568285
19922	08/05/2019	08/13/2019	3816	Marv's Backhoe Service	3,956.40 Emergency Repair - Collapsed Side Sewer Riser (1024 Broadview)
535 50 48 00	Rep & Maint - Sewer Main		430 000 535 Sewer Fund (de	3,956.40	Emergency Repair - Collapsed Side Sewer Riser (1024 Broadview)
20004	08/06/2019	08/13/2019	6639	McClain's Soil Supply	104.69 Top Soil For Yards
534 50 31 01	Oper Supplies - Water Mai		425 000 534 Water Fund (de	104.69	Top Soil For Yards
20024	08/07/2019	08/13/2019	8672	McFadden, Kathleen	14.64 Jury Pay (1 Day), Mileage (8 Miles) 7/24/19
512 50 49 03	Juror Costs		001 000 512 General Fund	14.64	Jury Pay (1 Day), Mileage (8 Miles) 7/24/19
19977	08/06/2019	08/13/2019	5682	Miller, Josh M	75.00 Lunch Reimbursement 1st Level Supervisor Training
521 22 43 00	Travel - Police		001 000 521 General Fund	75.00	Lunch Reimbursement 1st Level Supervisor Training - J. Miller
19910	08/05/2019	08/13/2019	7469	Morrison, Shon	3.47 03-00330.2 - 1101 ARONDALE DR
343 10 00 00	Storm Drain Fees & Charge		415 000 340 Storm Drain	-0.77	
343 40 00 00	Sale Of Water		425 000 340 Water Fund (de	-0.83	
343 50 00 00	Sewer Revenues		430 000 340 Sewer Fund (de	-1.87	
19947	08/06/2019	08/13/2019	8664	Mosley, Amber	67.00 Library Reimbursement 1 Year

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	572 21 49 00	Library Services	001 000 572 General Fund	67.00	Library Reimbursement 1 Year
19930	08/05/2019	08/13/2019	7635	25.00	Gym Reimbursement (July 2019)
	513 10 20 00	Personnel Benefits	001 000 513 General Fund	16.75	Gym Reimbursement (July) - J. Nappi
	518 11 20 00	Personnel Benefits - Person	001 000 518 General Fund	8.25	Gym Reimbursement (July) - J. Nappi
19931	08/05/2019	08/13/2019	7635	25.00	Gym Reimbursement (August 2019)
	513 10 20 00	Personnel Benefits	001 000 513 General Fund	16.75	Gym Reimbursement (August) - J. Nappi
	518 11 20 00	Personnel Benefits - Person	001 000 518 General Fund	8.25	Gym Reimbursement (August) - J. Nappi
Total Nappi, Jessica				50.00	
19952	08/06/2019	08/13/2019	4353	67.00	Library Reimbursement 1 Year
	572 21 49 00	Library Services	001 000 572 General Fund	67.00	Library Reimbursement 1 Year
19911	08/05/2019	08/13/2019	8185	46.06	04-00570.2 - 432 RAMSDELL ST
	343 10 00 00	Storm Drain Fees & Charge	415 000 340 Storm Drain	-10.26	
	343 40 00 00	Sale Of Water	425 000 340 Water Fund (de	-11.00	
	343 50 00 00	Sewer Revenues	430 000 340 Sewer Fund (de	-24.80	
19992	08/06/2019	08/13/2019	3910	149.60	Rec Office Supplies
	571 10 31 00	Office Supplies - Rec	001 000 571 General Fund	149.60	Rec Office Supplies
19978	08/06/2019	08/13/2019	3923	3,018.12	Chlorine For Pools (845 Gallons)
	576 20 31 01	Pool Supplies-Chemicals	001 000 576 General Fund	3,018.12	Chlorine For Pools (845 Gallons)
19979	08/06/2019	08/13/2019	3923	548.10	Chlorine (45 Gallons) And Hydrochloric Acid For Pools
	576 20 31 01	Pool Supplies-Chemicals	001 000 576 General Fund	548.10	Chlorine (45 Gallons) And Hydrochloric Acid For Pools
19980	08/06/2019	08/13/2019	3923	839.36	Service Call - New Booster Pump Motor
	576 20 48 00	Rep & Maint - Pool	001 000 576 General Fund	839.36	Service Call - New Booster Pump Motor
Total Orca Pacific Inc				4,405.58	
19925	08/05/2019	08/13/2019	3958	3,654.11	April 2019 Jail Services
	523 60 40 01	Jail	001 000 523 General Fund	3,654.11	04/2019 13 Bookings, 24 Daily, 1 SIPS, 5 Mental Health

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19926	08/05/2019	08/13/2019	3958	PC Budget & Finance - Jail	5,955.43 May 2019 Jail Services
523 60 40 01	Jail		001 000 523 General Fund	5,955.43	05/2019 13 Bookings, 39 Daily, 2 SIPS, 11 Mental Health
19927	08/05/2019	08/13/2019	3958	PC Budget & Finance - Jail	3,719.98 June 2019 Jail Services
523 60 40 01	Jail		001 000 523 General Fund	3,719.98	06/2019 7 Bookings, 34 Daily, 3 Mental Health
Total PC Budget & Finance - Jail				13,329.52	
19940	08/05/2019	08/13/2019	8626	Pacific Office Automation Inc	120.82 Postage Machine Meter Rental August 2019
518 10 42 01	Postage - Non-Dept		001 000 518 General Fund	120.82	Meter Rental 08/2019
20010	08/06/2019	08/13/2019	3942	Partner Construction Products Inc	1,915.01 Crack Sealing Supplies
542 30 31 03	Crack Sealing Supplies		101 000 542 City Street Fund	1,915.01	Crack Sealing Supplies
19942	08/05/2019	08/13/2019	2009	Peterson, Elisa M.	423.47 Permit Deposit Refund Case 19-06 611 Ramsdell
586 00 00 00	Deposit Refunds		001 000 580 General Fund	423.47	Permit Deposit Refund - Peterson Case 19-06 611 Ramsdell
20032	08/07/2019	08/13/2019	3955	Petrocard Systems Inc	550.05 Gas / Fuel July 2019
548 65 31 11	Parks/Rec Gas		501 000 548 Equipment Ren	62.33	Parks 07/2019
548 65 31 12	Street Gas		501 000 548 Equipment Ren	129.73	Street 07/2019
548 65 31 13	Storm Gas		501 000 548 Equipment Ren	117.72	Storm 07/2019
548 65 31 14	Wtr/Swr Gas		501 000 548 Equipment Ren	240.27	W / S 07/2019
20053	08/07/2019	08/13/2019	7839	Pingel, Scott	100.00 Gym Fees Reimbursement (May - Aug)
513 10 20 00	Personnel Benefits		001 000 513 General Fund	100.00	Gym Fees (May - Aug) - S. Pingel
19987	08/06/2019	08/13/2019	3974	Platt Electric Supply Inc	475.80 Lightbulbs For Whittier Field (Quantity 72)
576 80 31 02	Oper Supplies - Parks		001 000 576 General Fund	475.80	Lightbulbs For Whittier Field (Quantity 72)
19969	08/06/2019	08/13/2019	4828	Protect Youth Sports	9.95 Seasonal Employee Background Check
518 11 41 00	Prof Svcs - Personnel		001 000 518 General Fund	9.95	Seasonal Employee Background Check
19907	08/05/2019	08/13/2019	3986	Puget Sound Energy, BOT-01H	2,518.66 Natural Gas - Rec July 2019
576 20 47 00	Public Utility Services - Po		001 000 576 General Fund	1,840.08	Gas - Pool 07/2019
576 80 47 00	Public Utility Services - Pa		001 000 576 General Fund	678.58	Gas - REC 07/2019
19908	08/05/2019	08/13/2019	3986	Puget Sound Energy, BOT-01H	37.67 Natural Gas - City Hall 07/2019

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518 30 47 00	Public Utility Services - Ci	001 000 518	General Fund	37.67	Gas - CH 07/2019
20008 08/06/2019 08/13/2019 3986	Puget Sound Energy, BOT-01H	40.82	Natural Gas - Public Works July 2019		
531 50 47 02	Public Utility Services/Bldg	415 000 531	Storm Drain	10.20	Gas - PW 07/2019
534 10 47 00	Utility Services/Building -	425 000 534	Water Fund (de	10.21	Gas - PW 07/2019
535 10 47 00	Utility Services/Building -	430 000 535	Sewer Fund (de	10.21	Gas - PW 07/2019
542 30 47 02	Electricity & Gas/Bldg - St	101 000 542	City Street Fun	10.20	Gas - PW 07/2019
Total Puget Sound Energy, BOT-01H				2,597.15	
19924 08/05/2019 08/13/2019 7000	RWC Group	2,253.07	#62854D LOF And Repairs (Hydraulic Leak, Damaged Switch And Door Latch)		
548 65 48 13	O & M - Storm	501 000 548	Equipment Ren	1,126.53	#62854D LOF And Repairs (Hydraulic Leak, Damaged Switch And Door Latch)
548 65 48 14	O & M - Wtr/Swr	501 000 548	Equipment Ren	1,126.54	#62854D LOF And Repairs (Hydraulic Leak, Damaged Switch And Door Latch)
20048 08/07/2019 08/13/2019 5710	Rainier Connect, Mashell Telecom	106.95	Internet Access Fee August 2019		
518 81 42 00	Communication - I/S	001 000 518	General Fund	106.95	Internet 08/2019
20006 08/06/2019 08/13/2019 4002	Redwing Shoe Store	477.65	Work Boots - R. Schlosstein, B. Wakefield		
531 50 20 01	Contract Benefits - Storm	415 000 531	Storm Drain	119.41	Work Boots - R. Schlosstein, B. Wakefield
534 10 20 01	Contract Benefits - Wtr Ad	425 000 534	Water Fund (de	119.41	Work Boots - R. Schlosstein, B. Wakefield
535 10 20 01	Contract Benefits - Swr Ad	430 000 535	Sewer Fund (de	119.42	Work Boots - R. Schlosstein, B. Wakefield
542 30 20 01	Contract Benefits - Street R	101 000 542	City Street Fun	119.41	Work Boots - R. Schlosstein, B. Wakefield
20035 08/07/2019 08/13/2019 8395	Resicon LLC	6,320.00	New Breaker Box At Whittier Park		
518 30 48 01	Rep & Maint - Rec Bldg	001 000 518	General Fund	6,320.00	New Breaker Box At Whittier Park
20036 08/07/2019 08/13/2019 8395	Resicon LLC	1,471.28	New LED Lights In Rec Parking Lot, New LED Fixture At Public Works		
518 30 48 01	Rep & Maint - Rec Bldg	001 000 518	General Fund	1,141.58	New LED Lights In Rec Parking Lot
518 30 48 03	Rep & Maint - PW	001 000 518	General Fund	329.70	New LED Fixture At Public Works
20037 08/07/2019 08/13/2019 8395	Resicon LLC	1,758.40	Replaced Outdoor Electrical Panel At Rec		
518 30 48 01	Rep & Maint - Rec Bldg	001 000 518	General Fund	1,758.40	Replaced Outdoor Electrical Panel At Rec
Total Resicon LLC				9,549.68	
19955 08/06/2019 08/13/2019 4008	Rider, Amy	67.00	Library Reimbursement 1 Year		

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572 21 49 00	Library Services	001 000 572	General Fund	67.00	Library Reimbursement 1 Year
19949	08/06/2019	08/13/2019	1083	Roberts*, Jon	67.00 Library Reimbursement 1 Year
572 21 49 00	Library Services	001 000 572	General Fund	67.00	Library Reimbursement 1 Year
19976	08/06/2019	08/13/2019	337	Roberts, Christopher	75.00 Lunch Reimbursement FTO Academy Training
521 22 43 00	Travel - Police	001 000 521	General Fund	75.00	Lunch Reimbursement FTO Academy Training - C. Roberts
19915	08/05/2019	08/13/2019	4026	S & B Inc	967.12 Service Call - Golf Course Reservoir
534 50 48 01	Rep & Maint - Water Main	425 000 534	Water Fund (de	967.12	Service Call - Golf Course Reservoir
19916	08/05/2019	08/13/2019	4026	S & B Inc	313.50 Refurbished Modem For Golf Course Reservoir
534 50 48 01	Rep & Maint - Water Main	425 000 534	Water Fund (de	313.50	Refurbished Modem For Golf Course Reservoir
Total S & B Inc				1,280.62	
19950	08/06/2019	08/13/2019	2230	Saalfeld, Jennifer	67.00 Library Reimbursement 1 Year
572 21 49 00	Library Services	001 000 572	General Fund	67.00	Library Reimbursement 1 Year
20026	08/07/2019	08/13/2019	8674	Samms, Daniel	14.64 Jury Pay (1 Day), Mileage (8 Miles) 7/24/19
512 50 49 03	Juror Costs	001 000 512	General Fund	14.64	Jury Pay (1 Day), Mileage (8 Miles) 7/24/19
19912	08/05/2019	08/13/2019	4035	Sarco Supply	76.70 Janitorial Supplies - Pool
576 20 31 02	Janitorial Supplies - Pool	001 000 576	General Fund	76.70	Janitorial Supplies - Pool
19943	08/05/2019	08/13/2019	4035	Sarco Supply	261.29 Janitorial Supplies - Rec
518 30 31 01	Oper Sup/Rec Bldg	001 000 518	General Fund	261.29	Janitorial Supplies - REC
19958	08/06/2019	08/13/2019	4035	Sarco Supply	19.67 Janitorial Supplies - Public Safety Building
518 30 31 02	Oper Sup/PSB Bldg	001 000 518	General Fund	19.67	Janitorial Supplies - PSB
19972	08/06/2019	08/13/2019	4035	Sarco Supply	601.07 Replacement Parts For Vacuum
518 30 31 04	Oper Sup/CH	001 000 518	General Fund	601.07	Replacement Parts For Vacuum
Total Sarco Supply				958.73	
20025	08/07/2019	08/13/2019	8673	Schumar, Eric	14.64 Jury Pay (1 Day), Mileage (8 Miles) 7/24/19
512 50 49 03	Juror Costs	001 000 512	General Fund	14.64	Jury Pay (1 Day), Mileage (8 Miles) 7/24/19

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19956	08/06/2019	08/13/2019	6088	Sentinel Pest Control Inc	192.33 Pest Control - Public Works August 2019
531 50 48 00	Rep & Maint - Storm	415 000 531	Storm Drain	48.08	Pest Control - PW 08/2019
534 50 48 01	Rep & Maint - Water Main	425 000 534	Water Fund (de	48.08	Pest Control - PW 08/2019
535 50 48 00	Rep & Maint - Sewer Main	430 000 535	Sewer Fund (de	48.08	Pest Control - PW 08/2019
542 30 48 01	Rep & Maint - Street Main	101 000 542	City Street Fun	48.09	Pest Control - PW 08/2019
19902	08/02/2019	08/13/2019	4493	Snider, David	19.50 01-02571.2 - 236 FARALLONE AVE
343 10 00 00	Storm Drain Fees & Charge	415 000 340	Storm Drain	-4.34	
343 40 00 00	Sale Of Water	425 000 340	Water Fund (de	-4.66	
343 50 00 00	Sewer Revenues	430 000 340	Sewer Fund (de	-10.50	
19981	08/06/2019	08/13/2019	4690	Sound Inspections	2,147.12 Inspections, Mileage And Calls July 2019
524 20 41 01	Bldg Inspec/Plan Review	001 000 524	General Fund	2,147.12	07/2019
19936	08/05/2019	08/13/2019	326	Stahlnecker, Angelie	25.33 Handouts For Fun Days Booth
558 60 49 00	Miscellaneous - Planning	001 000 558	General Fund	25.33	Handouts For Fun Days Booth - A. Stahlnecker
19997	08/06/2019	08/13/2019	4084	Staples Business Advantage	130.53 Court Supplies
512 50 31 00	Office & Oper Sup-Court	001 000 512	General Fund	130.53	Court Supplies
20007	08/06/2019	08/13/2019	4107	Summit Law Group	459.00 Legal Consulting For Police Guild And IBEW
521 22 41 00	Prof. Services/Consulting	001 000 521	General Fund	81.00	Legal Consulting - Police Guild
531 50 41 00	Prof Svcs - Storm	415 000 531	Storm Drain	94.50	Legal Consulting - IBEW
534 10 41 00	Prof Svcs - Water	425 000 534	Water Fund (de	94.50	Legal Consulting - IBEW
535 10 41 00	Prof Svcs - Sewer	430 000 535	Sewer Fund (de	94.50	Legal Consulting - IBEW
542 30 41 00	Prof Svcs - Street	101 000 542	City Street Fun	94.50	Legal Consulting - IBEW
20000	08/06/2019	08/13/2019	4110	Superior Linen Service	157.72 Linen Service 7/04/19 And 7/18/19
576 80 49 00	Miscellaneous - Parks	001 000 576	General Fund	157.72	Linen Service 7/4/19 & 7/18/19
19920	08/05/2019	08/13/2019	4120	Tacoma Daily Index	151.25 June 2019 Publications
511 60 41 01	Advertising - Legislative	001 000 511	General Fund	151.25	Ordinances Passed 1637 - 1640
19961	08/06/2019	08/13/2019	4120	Tacoma Daily Index	53.28 July 2019 Publications
558 60 41 01	Advertising - Planning	001 000 558	General Fund	53.28	Notice Of Cond. Use Permit
				Total Tacoma Daily Index	204.53
20033	08/07/2019	08/13/2019	4121	Tacoma Diesel & Equip Inc	23,565.86 Transfer Switch Replacement For Public Works Generator

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	594 48 64 12 Street - ERR Capital		501 000 548 Equipment Ren	5,891.47	Transfer Switch Replacement For Public Works Generator	
	594 48 64 13 Storm - ERR Capital		501 000 548 Equipment Ren	5,891.46	Transfer Switch Replacement For Public Works Generator	
	594 48 64 14 Water/Sewer - ERR Capital		501 000 548 Equipment Ren	11,782.93	Transfer Switch Replacement For Public Works Generator	
19917	08/05/2019	08/13/2019	4135	Tacoma Screw Products Inc	182.62	Supplies For Cracksealing
	542 30 31 02 Oper Supplies - Street Reg		101 000 542 City Street Fun	182.62	Supplies For Cracksealing	
19921	08/05/2019	08/13/2019	4139	Tapco Visa Card	43.96	PCmover Software
	518 81 35 00 Small Tools & Equip - I/S		001 000 518 General Fund	43.96	PCmover Software	
20054	08/07/2019	08/13/2019	4139	Tapco Visa Card	56.16	Wireless Keyboard And Mouse - M. Walker
	514 23 35 00 Small Tools & Equip - Fin		001 000 514 General Fund	56.16	Wireless Keyboard And Mouse - M. Walker	
20055	08/07/2019	08/13/2019	4139	Tapco Visa Card	50.00	Annual Fee Tapco Visa
	518 10 49 00 Miscellaneous - Non-Dept		001 000 518 General Fund	50.00	Annual Fee Tapco Visa	
20056	08/07/2019	08/13/2019	4139	Tapco Visa Card	1,166.38	Fun Days Rental - Staging
	573 90 49 01 Community Events		001 000 573 General Fund	1,166.38	Fun Days Rental - Staging	
			Total Tapco Visa Card	1,316.50		
19960	08/06/2019	08/13/2019	6749	Tri-Tec Communications Inc	71.67	Handset Cords (Quantity 9)
	518 81 35 00 Small Tools & Equip - I/S		001 000 518 General Fund	71.67	Handset Cords (Quantity 9)	
19966	08/06/2019	08/13/2019	8665	Tunnell, Tiresa	200.00	Refund Rental Deposit Tunnell 07/24/19
	586 00 00 00 Deposit Refunds		001 000 580 General Fund	200.00	Refund Rental Deposit Tunnell 07/24/19	
20016	08/06/2019	08/13/2019	5934	US Bank, City Hall Account	1,981.61	City Hall Charges Through 8/2/19
	512 50 49 03 Juror Costs		001 000 512 General Fund	38.24	Juror Supplies	
	518 81 41 02 Web Design & Maintenanc		001 000 518 General Fund	13.37	Fircrestcommunitycenter.com Registration	
	594 48 64 12 Street - ERR Capital		501 000 548 Equipment Ren	482.50	Disconnect / Reconnect Fee PW Generator	
	594 48 64 13 Storm - ERR Capital		501 000 548 Equipment Ren	482.50	Disconnect / Reconnect Fee PW Generator	
	594 48 64 14 Water/Sewer - ERR Capital		501 000 548 Equipment Ren	965.00	Disconnect / Reconnect Fee PW Generator	
20051	08/07/2019	08/13/2019	8483	US Bank, Public Works Dept Account	407.35	Public Works Charges Through 7/25/19
	534 80 35 00 Small Tools & Equip - Wat		425 000 534 Water Fund (de	281.76	SAA #1728, 1729 6' Shock Lanyards (Quantity 4)	

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	534 80 41 00	Water Testing	425 000 534 Water Fund (de	125.59	Fluoride Meter Repair Part (2nd)
19990	08/06/2019	08/13/2019	8484	US Bank, Recreation Dept Account	926.57 Rec Charges Through 7/19/19
	571 10 31 03	Youth Supplies	001 000 571 General Fund	47.96	Day Camp Supplies
	573 90 49 01	Community Events	001 000 573 General Fund	878.61	Fun Days - Balloons And Train Rental (Balance
19991	08/06/2019	08/13/2019	8484	US Bank, Recreation Dept Account	36.35 Rec Charges Through 7/26/19
	573 90 49 01	Community Events	001 000 573 General Fund	36.35	Fun Days Supplies
20018	08/07/2019	08/13/2019	8484	US Bank, Recreation Dept Account	820.00 Fun Days Entertainment - Kim Archer Band (Paid With P-Card And Voided Check #213376)
	573 90 49 01	Community Events	001 000 573 General Fund	820.00	Fun Days Entertainment - Kim Archer Band (Paid With P-Card And Voided Check #213376)
20057	08/08/2019	08/13/2019	8484	US Bank, Recreation Dept Account	551.81 Rec Charges Through 7/12/19
	573 90 49 01	Community Events	001 000 573 General Fund	551.81	Fun Days Staging And Banner
			Total US Bank, Recreation Dept Account	2,334.73	
20003	08/06/2019	08/13/2019	4177	University Place Radiator	65.87 #62852D Oil Change
	548 65 48 12	O & M - Street	501 000 548 Equipment Ren	65.87	#62852D Oil Change
20012	08/06/2019	08/13/2019	4178	University Place Refuse Inc	105.00 Drop Box For Fun Days Cleanup
	576 80 47 01	Dumping Fees - Parks	001 000 576 General Fund	105.00	Drop Box For Fun Days Cleanup
20011	08/06/2019	08/13/2019	4179	Unum Life Insurance Company of America	46.80 Retired Benefits August 2019
	521 22 20 02	LEOFF I Long Term Care]	001 000 521 General Fund	46.80	Police 0220603-011 08/2019
19984	08/06/2019	08/13/2019	5129	Viafore, Bonnie	604.20 Reimbursement For Fun Days Purchase Covered By Donation
	573 90 49 01	Community Events	001 000 573 General Fund	604.20	Reimbursement For Fun Days Purchase Covered By Donation
19945	08/06/2019	08/13/2019	2418	Vigoren*, Greg	67.00 Library Reimbursement 1 Year
	572 21 49 00	Library Services	001 000 572 General Fund	67.00	Library Reimbursement 1 Year
19983	08/06/2019	08/13/2019	4196	Visi-Printing & Signs	793.76 Recreation Receipt Books (Quantity 15)
	518 10 34 02	Central Office Printing	001 000 518 General Fund	793.76	Recreation Receipt Books (Quantity 15)
20047	08/07/2019	08/13/2019	3645	WEX BANK, Wright Express FSC	3,110.18 Gas / Fuel July 2019

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	548 65 31 05	Non-Dept Gas	501 000 548 Equipment Ren	65.97	Non - Dept 07/2019
	548 65 31 06	Facilities Gas	501 000 548 Equipment Ren	142.83	Facilities 07/2019
	548 65 31 08	Police Gas	501 000 548 Equipment Ren	1,579.60	Police 07/2019
	548 65 31 11	Parks/Rec Gas	501 000 548 Equipment Ren	299.58	Parks 07/2019
	548 65 31 11	Parks/Rec Gas	501 000 548 Equipment Ren	22.68	Parks 07/2019
	548 65 31 12	Street Gas	501 000 548 Equipment Ren	657.65	Street 07/2019
	548 65 31 14	Wtr/Swr Gas	501 000 548 Equipment Ren	341.87	W / S 07/2019
19994	08/06/2019	08/13/2019	4256	Winning Seasons	625.33 Pool Staff Shirts
	576 20 31 03	Oper Supplies - Pool	001 000 576 General Fund	625.33	Pool Staff Shirts
19995	08/06/2019	08/13/2019	4256	Winning Seasons	131.88 Mens Basketball Champion Shirts
	571 20 49 08	Adult Basketball	001 000 571 General Fund	131.88	Mens Basketball Champion Shirts
Total Winning Seasons				757.21	
19988	08/06/2019	08/13/2019	5286	Winsupply	196.77 Parts For Fircrest Park Irrigation
	576 80 31 02	Oper Supplies - Parks	001 000 576 General Fund	196.77	Parts For Fircrest Park Irrigation
20022	08/07/2019	08/13/2019	8670	Woods, Sonnie	12.32 Jury Pay (1 Day), Mileage (4 Miles) 7/24/19
	512 50 49 03	Juror Costs	001 000 512 General Fund	12.32	Jury Pay (1 Day), Mileage (4 Miles) 7/24/19
Report Total:				457,047.00	
Fund					
001 General Fund				70,896.76	
101 City Street Fund				7,097.48	
415 Storm Drain				520.24	
425 Water Fund (department)				4,275.86	
426 Water Improvement Fund				67,691.38	
430 Sewer Fund (department)				273,541.13	
432 Sewer Improvement Fund				1,549.12	
501 Equipment Rental Fund				31,475.03	

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 4:00 P.M. and led the pledge of allegiance. Councilmembers David M. Viafore, Shannon Reynolds, Brett Wittner, Denny Waltier, and Jamie Nixon were present. Councilmember Blake Surina was absent.

AGENDA MODIFICATIONS

There were none.

FIRCREST COMMUNITY POOL AND BATHHOUSE PROJECT

City Manager Pingel reported on the Fircrest Community Pool and Bathhouse project, stating the project was advertised for bids on May 30, 2019, and bids were opened on June 25, 2019. Pingel indicated that after legal consultation, it was recommended that the City reject all bids for the project in order to clarify the bid instructions to bidders and then re-bid the project. Pingel stated RCW 35.23.352 provided the City the right to reject any and all bids for any or no reason. Pingel indicated that a 13-day bid advertisement timeline was required per RCW 35.23.352 and stated that should the Council approve the recommended resolution, the bid would be posted July 2, 2019 with a bid opening on July 17, 2019. Pingel indicated that there would be an opportunity to discuss the project and contract at the July 9, 2019 regular Council meeting and July 15, 2019 study session, and that a recommendation for project bid award and contract approval would be brought to Council for consideration for approval at the July 23, 2019 regular Council meeting. **Nixon MOVED to approve Resolution No. 1596, to reject all bids for the Fircrest Community Pool and Bathhouse project; seconded by Reynolds.** George invited councilmember comment; Waltier inquired if staff had received responses from bidders regarding the bid readvertisement. Pingel indicated he had not. Viafore inquired about the clarifications; Pingel indicated the bid document instructions would clarify what would be required from bidders regarding bid submittals. George commented on the timeline and indicated a special meeting could be called should it be needed. Waltier inquired if the bidders were aware that Council would be taking action to reject all bids; Pingel indicated the bidders had been notified after the July 1, 2019 special meeting had been called. Wittner inquired on the likelihood of not receiving bids; Pingel indicated there was an interest in the project and that should no bids be submitted, the City would need to extend the bid date. George invited public comment; none were provided. **The Motion Carried (6-0 with Surina absent).**

ADJOURNMENT

Reynolds MOVED to adjourn the meeting at 4:08 P.M., seconded by Nixon. The Motion Carried (6-0 with Surina absent).

Hunter T. George, Mayor

Jessica Nappi, City Clerk

CALL TO ORDER, PLEDGE OF ALLEGIANCE AND ROLL CALL

Mayor Hunter T. George called the special meeting to order at 4:30 P.M. and led the pledge of allegiance. Councilmembers Shannon Reynolds, Brett Wittner, Denny Waltier, and Blake Surina were present. Councilmember David M. Viafore and Jamie Nixon were absent and excused.

APPROVAL OF VOUCHERS AND PAYROLL CHECKS

Reynolds **MOVED** to approve Voucher Check No. 213262 through Voucher Check No. 213335 in the amount of \$284,829.58 and Payroll Check No. 13681 through Payroll Check No. 13685 in the amount of 126,378.42; seconded by Wittner. George invited councilmember comment; Waltier inquired if the voucher report were the corrected version; City Manager Pingel confirmed. George invited public comment; none were provided. **The Motion Carried (5-0 with Viafore and Nixon absent).**

ADJOURNMENT

Reynolds **MOVED** to adjourn the meeting at 4:31 P.M., seconded by Wittner. **The Motion Carried (5-0 with Viafore and Nixon absent).**

Hunter T. George, Mayor

Jessica Nappi, City Clerk

CALL TO ORDER, PLEDGE OF ALLEGIANCE AND ROLL CALL

Mayor Hunter T. George called the special meeting to order at 6:00 P.M. and led the pledge of allegiance. Councilmembers David M. Viafore, Shannon Reynolds, Brett Wittner, Denny Waltier, and Blake Surina. Councilmember Jamie Nixon was absent and excused.

AGENDA MODIFICATIONS

There were none.

George provided an update on the High Tank painting project, stating the News Tribune would be doing a positive story about community engagement and the tank project.

ALAMEDA GRIND AND OVERLAY PROJECT BID AWARD AND CONTRACT APPROVAL

Public Works Director Wakefield briefed the Council on the recommendation to award the contract for the Alameda Avenue Grind and Overlay project to Tony Lind Paving, LLC in the amount of \$138,793.64. Wakefield indicated that the was within the budget and grant amounts for this project, and that the low bidder was responsive and came recommended to do this project. Wakefield indicated that by this action, the Council would give 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. **Reynolds MOVED the City Council authorize the City Manager to award the contract for the Alameda Avenue Grind and Overlay project to Tony Lind Paving, LLC in the amount of \$138,793.64 to prepare and execute the required contract documents, and to give the “Notice to Proceed” to commence construction of the project; seconded by Wittner.** George invited councilmember comment; Wittner inquired on the scope of the project. Wakefield stated the Alameda Avenue project was from Regence Boulevard to S 19th Street and that no utility work would be done within five years of the project’s completion. Viafore inquired on the difference between a motion versus resolution on the approval of the item; Pingel stated approval procedures for a particular item were carried over from the previous time of approval. George inquired on the timeline; Wakefield stated although there was a 45-day limit on the contract, the project was anticipated to start work on August 1st and be completed prior to school starting. Wittner inquired on traffic disruption; Wakefield indicated WSDOT required one lane to be open during construction and that there would be minimal traffic disruption due to the scope of the project. Wittner requested notification to the public via the City’s website and Facebook to alert the public of the upcoming construction project. George invited public comment; there were none. **The Motion Carried (6-0 with Nixon absent).**

KPG, P.S. SUPPLEMENT #1 FOR CONSTRUCTION MANAGEMENT SERVICES

Wakefield briefed the Council on the proposed supplement #1 to the Local Agency A&E Professional Services Negotiated Hourly Rate Agreement with KPG, P.S. for providing construction management services for the Alameda Avenue Grind and Overlay project. Wakefield indicated that this contract had been reviewed and approved by WSDOT and that the project was under budget. **Reynolds MOVED to adopt Resolution No. 1597, authorizing the City Manager to execute Supplement #1 to the Local Agency A&E Professional Services Negotiated Hourly Rate Agreement with KPG, P.S. for providing construction management services for the Alameda Avenue Grind and Overlay project; seconded by Waltier.** George invited councilmember comment; Viafore inquired on the RFI and Case

Management logs removed from the contract. Wakefield indicated those logs would not be needed for this type of project. George invited public comment; there were none. **The Motion Carried (6-0 with Nixon absent).**

CASELLE SOFTWARE PRESENTATION AND DISCUSSION

City Manager Pingel briefed the Council on the shortcomings of the City's current software and impressions of the Caselle software. Pingel indicated staff would continue to do its due diligence as well as demo other software solutions to determine how they compare. Pingel stated once staff found a preferable solution, an RFP would be advertised, and a recommendation would be brought before Council. There was a brief discussion on return on investment, compatibility, report generation, data linking, and continuing to perform due diligence.

Waltier departed at 6:51 P.M and returned at 6:53 P.M.

FINANCIAL POLICIES DISCUSSION

Finance Director Corcoran briefed the Council on the draft financial policies, stating written, adopted financial policies would have many benefits, such as meeting the Auditor's request, potentially lowering our interest rate when issuing bonds, assisting the elected officials and staff in the financial management of the City, and providing continuity over time as elected officials and staff members change. Pingel indicated the draft financial policies were written as the City currently operated and requested Council feedback. After a brief discussion on the reserve policies and softening the requirements, there was a general consensus to review the language to change "shall" to "should" wherever feasible. Pingel and Corcoran indicated she would make the appropriate changes and bring back the updated draft policies to the next regularly scheduled meeting for Council consideration for approval in hopes of having the document ready for presentation to bond rating agencies in early August.

POOL AND BATHHOUSE BID AWARD DISCUSSION

Pingel briefed the Council on the proposed Owner/Contractor contract and General Conditions of the contract for the pool and bathhouse project, stating that once the bids were opened, staff could be prepared to bring forth the contract at the July 23, 2019 regularly scheduled Council meeting. There was a brief discussion on whether the City Attorney had been consulted and had an opportunity to review the contract; Pingel confirmed that the City Attorney had reviewed the contract prior to the bid advertisement. There was a brief discussion how many days of the week the contractor would be able to work; Pingel indicated that had not been determined yet, but that they would work with what the Fircrest Municipal Code allowed. There was a brief discussion on whether a third party general contractor would be needed to represent the City as the owner's project manager to ensure the project stays on time and on budget; Pingel indicated he would obtain fee proposals to determine whether it would be a reasonable soft cost to incur. There was a brief discussion on when the results of the bid openings would be communicated to Council; Pingel indicated he would provide the bid tally results by the close of business Wednesday, July 17th. Pingel anticipated bring the pool and bathhouse project bid award and contract approval for Council consideration at its July 23rd meeting.

George indicated he received communications from Councilmember Nixon requesting an excused absence. George inquired if there were any objections; there were none.

ADJOURNMENT

Reynolds MOVED to adjourn the meeting at 7:26 P.M., seconded by Waltier. The Motion Carried (6-0 with Nixon absent).

Hunter T. George, Mayor

Jessica Nappi, City Clerk

CALL TO ORDER, PLEDGE OF ALLEGIANCE, AND ROLL CALL

Mayor Hunter T. George 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, Denny Waltier, Blake Surina, and Jamie Nixon were present.

PRESIDING OFFICER’S REPORT

A. Proclamation: National Night Out

George read the National Night Out proclamation into the record. **Reynolds MOVED to authorize the Mayor’s signature on a proclamation proclaiming August 6, 2019 as “National Night Out” in the City of Fircrest; seconded by Nixon.** Police Chief Cheesman briefed the Council on the National Night Out August 6, 2019 event, stating the proclamation demonstrated support of the program. George invited councilmember comment; Surina commented on his appreciation of the event organizational efforts and of all the other community engagement activities the Police Department undertakes. George commented on his appreciation of how the event draws the community together. George invited public comment; Yolonda Brooks, 6448 19th Street W. #B, commented on her appreciation of the inclusion of the Buffalo Soldiers into the National Night Out event. **The Motion Carried (7-0).**

B. Pool and Bathhouse Bid Award and Contract Discussion

City Manager Pingel reported on the community center and pool budget worksheet, which included the estimated pool and bathhouse construction costs, soft costs, community center, reimbursement of parks projects, and potential parks projects. Pingel indicated that approximately \$12.19 million would be needed from bond funds according to current estimates, and that any additional funding raising funds would continue to lessen the amount needed from the bond. Viafore inquired whether the Greater Tacoma Community Foundation fee was included in the budget estimates; Pingel stated the fee was not included, however he anticipated that interest on the funds kept with Greater Tacoma Community Foundation would be sufficient to cover the fees.

George commented on the passing of former City of Tacoma Mayor and Tacoma School Board President Karen Vialle. Viafore commented on Vialle’s support for the City of Fircrest.

PUBLIC COMMENTS FOR ITEMS NOT ON THE AGENDA

George invited public comment; Yolonda Brooks, 6448 19th Street W. #B, commented on her concerns regarding trees blocking commercial signage on S 19th Street. There was a brief discussion on the new commercial construction and existing signage. Brian Rybolt, 1036 Daniel Drive, requested information posted on the City’s Facebook also be posted on the City’s website as the City’s website should host the primary information.

COMMITTEE, COMMISSION, AND LIAISON REPORTS

A. Parks and Recreation

Waltier reported on the Fun Days event, and stated that P1 reports on the recent events would be released soon.

B. Pierce County Regional Council

Reynolds reported on the PCRC VISION 2050 priority policy topics and requested feedback from Council. After a brief discussion on the topics, growth management areas, and forecasts, there was a general consensus:

- Expressing shared concerns regarding mass transit locations being a requirement for growth and development and the limitations of opportunity for small areas;
- Be in support of mass transit as it relates to reducing greenhouse gas emissions; and
- Be in support for the following priority topics: Act collaboratively and support local efforts; Increase housing choices and affordability; and Sustain a strong economy.

C. Public Safety, Courts

Surina reported the Police Department's presence at the Fun Days event, his and Reynolds' participation in the Fun Days watermelon eating contest, and of an upcoming police officer's retirement. Pingel reported that a Civil Service appointment would be brought before Council soon.

D. Street, Water, Sewer, and Storm Drain

Nixon had no report to provide.

E. Other Liaison Reports

George reported that the Investment Committee recently discussed a possible investment opportunity and ultimately decided to keep the funds in the Local Government Investment Pool. Yolonda Brooks, 6448 19th Street W. #B, recommended doing due diligence towards the City partnering with the City of University Place regarding mass transit. George clarified the proposal, stating University Place was proposing to utilize the Sound Transit planning funds for identifying where the new rail would terminate and the transit center be located so that both the public and private sectors that will be affected by it can plan around it.

CONSENT CALENDAR

George requested the City Clerk read the Consent Calendar as follows: approval of Voucher No. 213336 through Voucher Check No. 213421 in the amount of \$210,384.53; approval of Payroll Check No. 13669 through Payroll Check No. 13673 in the amount of \$8,276.75; approval of Payroll Check No. 13674 through Payroll Check No. 13680 in the amount of \$91,495.47; approval of Payroll Check No. 13686 through Payroll Check No. 13691 in the amount of \$127,024.98; approval of the June 17, 2019 Study Session meeting minutes; approval of the June 25, 2019 Regular meeting minutes; approval of the July 1, 2019 Special meeting minutes; and approval of the July 10, 2019 Special meeting minutes. **Reynolds MOVED to approve the Consent Calendar as read; seconded by Nixon.** Viafore requested to remove the July 1, 2019 Special meeting minutes and the July 10, 2019 Special meeting minutes. **The Motion Carried As Amended (7-0).** Viafore requested to postpone the approval of the July 1 and July 10, 2019 special meeting minutes and to allow him the opportunity to discuss possible corrections with staff; there were no objections.

PUBLIC HEARING

None scheduled.

UNFINISHED BUSINESS

There was none.

NEW BUSINESS**A. Pool and Bathhouse Project Bid Award and Contract Approval**

Pingel briefed the Council on a proposed bid award and recommended including the parking alternative in the contract award. Pingel stated that including the parking alternate in the contract award would still amount to less than the architect's estimate. **Reynolds MOVED the City Council authorize the City Manager to award the contract for the Pool and Bathhouse project to Kassel & Associates, Inc. for \$5,542,257 plus a contingency amount of \$504,300 for a total of \$6,046,557 to prepare and execute the required contract documents, and to give the "Notice to Proceed" to commence construction of the project; seconded by Wittner.** George invited councilmember comment; Surina commented on the pool and bathhouse project being one of the largest projects to date the City has undertaken. George thanked staff for their efforts. George invited public comment; none were provided. **The Motion Carried (7-0).**

B. August 13, 2019 Regular Council Meeting Location Change

Pingel briefed the Council on a proposed resolution to authorize the change of the August 13, 2019 City Council regular meeting location to the Community Center. **Wittner MOVED to adopt Resolution No. 1598, designating the location of the August 13, 2019 City Council regular meeting at the Roy H. Murphy Community Center, 555 Contra Costa Avenue, Fircrest, Washington; seconded by Reynolds.** George commented it would be a great opportunity to engage the public in a different setting, and that audio recording of the meeting would not be available, recording the meeting would not be difficult for staff. George invited councilmember comment; Surina commented on his support for the meeting location change and requested consideration for an outdoor venue. Viafore expresses caution against outdoor venues in concern for ADA accessibility. Wittner inquired about the number of users accessing the meeting audio on the City's website; City Clerk Nappi indicated approximately 600 different users accessed the meeting audio since October 2018. Nixon commented on his support for a meeting location change and requested staff to look into ways to record the meeting audio for future opportunities. Viafore stated he would be voting against the proposed resolution due to accessibility, providing a professional setting for a business meeting, acoustics, and the inability to record the meeting. Reynolds inquired if staff could use City issued devices to record the meeting; Pingel indicated there were options available to record the audio but expressed there would difficulty in having a seamless, quality audio stream. George commented on utilizing the Senior Room; Waltier concurred with utilizing the Senior Room. George clarified that the Council's intent was to host the meeting in the Senior Room and requested staff to see if the Senior Room would be available. George invited public comment; Nancy Atwood, 1204 Farallone Avenue, commented on her difficulty in hearing the councilmembers, audio accessibility, and requested improved microphones. Viafore commented on the agenda items relating to the pool and bathhouse project that were tentatively scheduled for the August 13, 2019 meeting and inquired on the necessity of the audio recording for those items. Pingel stated cellular phones or a laptop could assist in recording the meeting and commented on his concern regarding the quality of the recording. George requested a vote by roll call: Nixon – Aye, Reynolds – Abstain, Surina – Aye, Viafore – Nay, Waltier – Aye, Wittner – Nay, and George – Aye. **The Motion Carried (4-2-1 with Viafore and Wittner casting the dissenting votes and Reynolds abstaining).**

C. Cumulative Reserve Transfer

At the request of Waltier, the meeting recessed at 8:15 P.M. for a five-minute recess. The minute reconvened at 8:19 P.M. Finance Director Corcoran briefed the Council on the April 9, 2019 Council authorization a Budget Amendment to move \$250,000 from the General Fund to the Cumulative Reserve Fund. Corcoran stated the proposed ordinance would authorize the transfer of \$250,000 General Fund Undesignated Fund to Cumulative Reserve Fund (General Fund portion) and allow funds to be set aside to fund the Pool/Community Center project if needed. **Viafore MOVED to adopt Ordinance No. 1641, transferring \$250,000 from the General Fund, Undesignated Fund Balance to the Cumulative Reserve Fund (General Fund Portion); seconded by Wittner.** George invited councilmember comment; Surina commented on his reservations regarding the transfer. Wittner commented on his support for the proposed transfer. George clarified that the intent of those funds would be put towards the Pool/Community Center when the final costs are determined. Viafore commented on prudent bookkeeping and on the accessibility of the funds. George invited public comment; none were provided. **The Motion Carried (7-0).**

D. Adoption of Financial Policies

Finance Director Corcoran briefed the Council on the proposed written, adopted financial policies for the City of Fircrest, stating the written policies would have benefits, such as, engendering public confidence, providing continuity over time as elected officials and staff members change, and helping with the bond rating process. **Wittner MOVED to adopt Resolution No. 1599, adopting financial policies for the City of Fircrest; seconded by Nixon.** George invited councilmember comment; Viafore thanked staff for the document improvements and stated the document reflected current practices. Wittner and George commented on their appreciation for the changes made. George invited public comment; none were provided. **The Motion Carried (7-0).**

E. Columbia Bank Contract Amendment #1

Viafore referenced the Appearance of Fairness Doctrine and stated he was a stockholder of Columbia State Bank and recused himself from this item and left the Council Chambers at 8:30 P.M. Finance Director Corcoran briefed the Council on the proposed amendment to the Columbia Bank May 24, 2016 banking services contract, stating this contract amendment would waive fees if the City maintains a minimum monthly ledger balance of \$500,000 with an earned service credit of 2.48%. **Reynolds MOVED to adopt Resolution No. 1600, authorizing the City Manager to execute Amendment #1 to the May 24, 2016 Banking Services Agreement with Columbia Bank to provide uninterrupted banking service to the City; seconded by Wittner.** George invited councilmember comment; none were provided. George invited public comment; none were provided. **The Motion Carried (6-0 with Viafore recusing himself).** Viafore returned at 8:33 P.M.

CITY MANAGER COMMENTS

Pingel reported that as part of the process of preparing for the repainting and installing of new carpets in City Hall, staff was looking into hosting a public “yard sale” to dispose of unneeded furnishings and equipment. Pingel reported that Marilyn Kokich was in the process of getting her sculptures appraised and that the City would need to obtain the sculpture within sixty days of the appraisal completion. Pingel stated the soccer sculpture may be available and inquired if the City would be interested in obtaining that one as well. After a brief discussion, there was a general consensus to obtain the available sculptures. Viafore recommended hiring a professional to move

the sculptures. Pingel reported he received many positive comments from the community regarding the High Tank painting, and referenced one from the City's Insurance Broker and resident, Dan DeLorenzo.

DEPARTMENT HEAD COMMENTS

- Police Chief Cheesman commented on his appreciation for Parks and Recreation Director Grover for his efforts for the recent Fun Days event.
- Public Works Director Wakefield reported on the Electron Way parking, stating that the update included 27, 10-foot stalls. Wakefield indicated the project could be done under \$15,000 with Stripe Rite completing the project for \$10,000 and the City providing traffic control. Wakefield reported Stripe Rite would perform the annual city-wide striping starting on August 14, 2019 and complete this project towards the end of August. There were no Council objections. George requested the City provide advance notice to the public.

COUNCILMEMBER COMMENTS

- Viafore and Reynolds thanked staff for their efforts regarding Fun Days.
- Wittner thanked the audience for their attendance.
- Nixon commented on the beer garden component of the Fun Days event, and inquired if there would be an impact from the proposed soccer complex. George stated he would ask the Metro Park project manager to speak to the Council regarding the project. Viafore commented on his concerns, stating the complex's traffic should ingress on S 19th Street and exit on 12th Street to lessen the congestion on S 19th Street.

EXECUTIVE SESSION

None scheduled.

ADJOURNMENT

Reynolds MOVED to adjourn the meeting at 8:45 P.M., seconded by Nixon. The Motion Carried (7-0).

Hunter T. George, Mayor

Jessica Nappi, City Clerk

NEW BUSINESS: **Materials Testing and Special Inspection Services Contract**
ITEM 10A.

FROM: **Scott Pingel, City Manager**

RECOMMENDED MOTION: **I move to adopt Resolution No. _____, authorizing the City Manager to execute a contract for materials testing and special inspection services for Fircrest Pool and Bathhouse project with Materials Testing & Consulting, Inc.**

PROPOSAL: The Council is being asked to authorize the City Manager to execute a contract for materials testing and special inspections services for the Pool and Bathhouse project. This will be for things such as concrete, shotcrete, structural steel, rebar, connections, etc.

FISCAL IMPACT: The estimated fees for this work are \$17,152, which falls into the soft costs portion for the pool and bathhouse project. This estimate is within the most recent architect's estimate for the work.

ADVANTAGE: Enables the City to have this consultant on board early in the process to ensure the pool and bathhouse are built soundly and according to all necessary structural standards.

DISADVANTAGES: None identified.

ALTERNATIVES: Not contract for special inspection services.

HISTORY: The City of Fircrest recently awarded the construction contract for the Pool and Bathhouse project to Kassel & Associates. As a part of the building process, a material testing and special inspections firm ensures things such as concrete, shotcrete, structural steel, rebar, connections, etc. are built appropriately. City staff requested fee proposals from three (3) separate firms that provide these services. Two (2) fee proposals were received. Only one (1) proposal was responsive to the City's request.

ATTACHMENTS: [Resolution](#)
[Professional Services Agreement](#)
[Exhibit A](#)

**CITY OF FIRCREST
RESOLUTION NO. ____**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
FIRCREST, WASHINGTON, AUTHORIZING THE CITY MANAGER
TO EXECUTE A CONTRACT FOR MATERIALS TESTING AND
SPECIAL INSPECTION SERVICES FOR FIRCREST POOL AND
BATHHOUSE PROJECT WITH MATERIALS TESTING &
CONSULTING, INC.**

WHEREAS, the City of Fircrest recently awarded the construction contract for the Pool and Bathhouse project to Kassel & Associates, and as a part of the building process, a material testing and special inspections firm ensures things such as concrete, shotcrete, structural steel, rebar, connections, etc. are built appropriately; and

WHEREAS, the City has a need for materials testing and special inspections services for the Pool and Bathhouse project in order to help to ensure the pool and bathhouse are built soundly and according to all necessary structural standards; and

WHEREAS, Materials Testing & Consulting, Inc has the required experience and expertise to provide such services. 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 contract for materials testing and special inspection services for Fircrest Pool and Bathhouse project with Materials Testing & Consulting, Inc.

**APPROVED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF
FIRCREST, WASHINGTON**, at a regular meeting thereof this 13th day of August 2019.

APPROVED:

Hunter T. George, Mayor

ATTEST:

Jessica Nappi, City Clerk

APPROVED AS TO FORM:

Michael B. Smith, City Attorney

**CITY OF FIRCREST
PROFESSIONAL SERVICES AGREEMENT
FIRCREST POOL AND BATHHOUSE
MATERIALS TESTING AND SPECIAL INSPECTION SERVICES**

1. DATE AND PARTIES

THIS AGREEMENT, for reference purposes only, is dated the ____ day of _____, 2019 and entered into by and between the City of Fircrest, a political subdivision of the State of Washington and hereinafter referred to as the "City" and Materials Testing & Consulting, Inc, hereinafter referred to as "Consultant" in consideration of the mutual benefits, terms and conditions hereinafter specified.

2. PROJECT DESIGNATION

The Consultant is retained by the City to perform materials testing and special inspection services in connection with the project designated as Fircrest Pool and Bathhouse Project.

3. SCOPE OF SERVICES

The Consultant agrees to perform in a good and professional manner the tasks described in Exhibit A, Fee Proposal, attached hereto and incorporated herein by this reference. The Consultant agrees to perform the services including the provision of all labor, materials, equipment and supplies as identified in Exhibit A. The Consultant shall perform the services as an independent contractor and shall not be deemed, by virtue of this Agreement and the performance thereof, to have entered into any partnership, joint venture, employment or other relationship with the City.

4. ASSIGNMENT

The Consultant shall not sublet or assign any of the services covered by this agreement without the express written consent of the City.

5. NON-WAIVER

Waiver by the City of any provision of this agreement or any time limitation provided for in this agreement shall not constitute a waiver of any other provisions.

6. TERMS OF AGREEMENT

Notwithstanding, the date of execution hereof, this Agreement shall be in effect from August 19, 2019 until materials testing and special inspection services are completed for the Fircrest Pool and Bathhouse Project. Either party may terminate this Agreement upon thirty (30) day's written notice to the other party.

7. PAYMENT

Upon receipt of an invoice from the Consultant, progress payments may be made on a monthly basis for work completed. Each invoice shall itemize the work performed.

8. PERFORMANCE AND STANDARDS

Consultant shall perform its work to conform to generally accepted professional standards. Consultant shall be responsible for the professional quality, technical adequacy and accuracy, timely completion and coordination of all plans, designs, materials testing and special inspections prepared under this Agreement. Consultant shall, without additional compensation, correct or reverse any errors or omissions in such work.

9. HOLD HARMLESS, DEFENSE, AND INDEMNITY

With the exception of the sole negligence of the City, its employees, or elected officials, the Consultant shall protect, defend, indemnify, and hold harmless the City of Fircrest, its employees, directors, officers, and Councilmembers from any and all claims, demands, losses, actions, and liabilities to or by any person or entity arising out of all work, injuries, or property damage pursuant to this agreement, buildings, parking, grounds, or other property of any kind. This agreement includes both Personal Injury, Bodily Injury, Death or Property Damage as well as other loss or damage.

10. INSURANCE

Consultant will obtain and maintain in force at least the following minimum insurance coverage covering all activity under this agreement, and as to which the City shall be named as primary non-contributory additional insured on the Liability insurance:

- | | |
|--|-----------------------------------|
| a. Workman's Compensation Coverage | Statutory |
| b. Commercial General Liability | \$1,000,000/\$2,000,000 aggregate |
| c. Comprehensive Automobile Liability | \$1,000,000 per accident |
| d. \$100,000 Employee Fidelity coverage that extends to the City and City employee property. | |

Per Fircrest Municipal Code 9.90.140, a certificate of insurance showing the foregoing will be submitted to the City for approval 14 days before work commences.

The minimum limits above do not limit the consultant's liability to the City or public.

11. CONSULTANT'S REPRESENTATIONS

The Consultant hereby represents that it has all necessary licenses and certifications to perform the services provided for herein, and is qualified to perform such services.

12. COMPLIANCE WITH LAWS

The Consultant shall be duly licensed and shall comply with all applicable laws, ordinances, and codes of the Federal, State, and local governments. Per Fircrest Municipal Code 5.04.020, Consultant agrees to obtain a City of Fircrest business license prior to performing any work pursuant to this Agreement.

13. TERMINATION

If the Consultant violates any of the covenants undertaken herein, or any of the duties imposed upon it by the Agreement, this Agreement may be terminated by either party immediately with cause, and without cause upon thirty (30) days' written notice, served to the other party by certified mail. In such case, Consultant shall be compensated by the City for all work performed to the date of termination.

14. VENUE STIPULATION

This Agreement has been and shall be considered as having been made and delivered within the State of Washington both as to interpretation and performance. Any action in law or equity, or judicial proceeding for the enforcement of this Agreement, or any of the provisions contained therein, shall be instituted and maintained only in Pierce County Superior Court, Tacoma, Washington.

15. STATUS OF CONSULTANT

Neither the Consultant nor personnel employed by the Consultant shall acquire any rights or status in City employment, nor shall they be deemed employees or agents of the City for any purpose. Consultant shall be deemed an independent Contractor and shall be responsible in full for payment of its employees, including prevailing wages, worker's compensation, insurance, payroll deductions, and all related costs.

16. PREVAILING WAGES

Prevailing wages are required for this contract.

17. COMPLIANCE WITH CITY POLICY

The Consultant shall comply with approved City policies concerning the administration of City-owned property, and the provisions of the policy shall have the same force and effect as provisions of this agreement to the extent not inconsistent herewith.

18. TAXES

Consultant shall comply with federal, state, and local tax laws, Social Security Acts, Unemployment Compensation and Workers Compensation Acts in so far as applicable to the performance of this Agreement.

19. DAMAGE BY VANDALISM OR ACTS OF GOD

It is understood and agreed that the Consultant shall not be responsible or required to repair, at the sole cost and expense of the Consultant, any major damage or destruction caused by acts of vandalism or acts of GOD and did not result from the negligent acts or omissions of the Contractor or the Consultant's agents.

20. SAFETY REQUIREMENT

All work performed under the terms of this agreement shall be performed in such a manner as to provide maximum safety to the public and employees of the City of Fircrest.

21. NON-DISCRIMINATION

The Consultant agrees not to discriminate against any customer, employee, or applicant for employment, subcontractor, supplier or materialman, because of gender, sexual orientation, race, color, creed, religion, national origin, marital status, age or handicap, except for a bona fide occupational qualification. The Consultant understands that if it violates this provision, this Agreement may be terminated by the City and that the Consultant may be barred from performing any service for the City now or in the future.

22. SEVERABLE PROVISIONS

Each provision of this Agreement is intended to be severable. If any provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this Agreement.

23. INTEGRATED AGREEMENT

This agreement, together with attachments or addenda, represents the entire and integrated agreement between the representations, or agreements, written or oral. This agreement may be amended only by written instrument signed by both City and Consultant.

DATED this _____ day of _____, 2019

CITY OF FIRCREST

CONSULTANT

By: _____
Scott Pingel, City Manager

By: _____

Dated: _____

Dated: _____

APPROVED AS TO FORM:

By: _____
City Attorney

ATTEST:

By: _____
City Clerk

Materials Testing & Consulting, Inc.

Geotechnical Engineering & Consulting • Special Inspection • Materials Testing • Environmental Consulting



EXHIBIT A

June 21, 2019

Scott Pingel
City of Fircrest
115 Ramsdell Street
Fircrest, WA 98466
p: 253.564.8901
spingel@cityoffircrest.net

RE: Fircrest Community Pool & Bath House, Fircrest, WA Material Testing & Special Inspection Proposal

Dear Scott:

Materials Testing & Consulting, Inc. (MTC) thanks you for the opportunity, and respectfully submits the following proposal to provide materials testing and special inspection services during construction of the above-referenced project. All services will be provided on a time and materials basis. Although dependent on the actual construction schedule and sequencing, ***MTC will only bill for actual work performed, regardless of the amounts estimated.*** Our project manager will review weekly budget status reports, and invoices will be sent on a monthly basis. No work will be performed beyond the scope and cost estimate without your prior authorization.

Each of MTC's laboratories are regularly audited by the American Association for Laboratory Accreditation (A2LA) and the American Association for State and Highway Transportation Officials (AASHTO), as well as the Washington Association of Building Officials (WABO). We are specifically recognized to meet the requirements of ASTM C1077, D3666, D3740, E329, and AASHTO R-18 standards for agencies engaged in construction materials testing.

In order to provide cost reductions and more efficiency to your project, and to reduce our global footprint, MTC provides the advantage of electronic reporting, distribution, and storage of all the inspection reports produced for your project(s) through our secure, online system called the Digital Paper Route (DPR). The DPR is an online report distribution and project management tool which not only enables full-time, web-based access to all of our testing and inspection reports, but also provides daily updates of the project budget allowing our clients to review both overall contract amounts and "drill down" within a project to further evaluate specific inspection or lab tasks. The DPR service is provided free of charge to all our clients and their appointed project team. Additional information and further illustration of this service is included in this proposal.

In closing, our experienced inspection staff will ensure the highest level of quality is brought to your project. We believe that our local staff and vast experience on projects of similar size and scope make MTC the clear team member of choice for this project. We look forward to working with you.

Respectfully Submitted,

Curtis Shear,
Estimator

Attachment(s): Bid Form

Materials Testing & Consulting, Inc.

Geotechnical Engineering & Consulting • Materials Testing • Special Inspection • Environmental Consulting



Date: June 21, 2019

Client Name: City of Fircrest

Address: 115 Ramsdell Street, Fircrest, WA 98466

Email: spingel@cityoffircrest.net

Architect: ARC Architects

Project Name / Location: Fircrest Community Pool & Bath House, Fircrest, WA

Contact: Scott Pingel

Phone: 253.564.8901

Fax:

Based on Plans Dated: May 30, 2019

Materials Testing & Consulting, Inc. (MTC) thanks you for the opportunity, and respectfully submits the following proposal to provide materials testing and special inspection services during construction of the above-referenced project.

Combined with our past experience with projects of similar size and scope, we estimate the total cost of our services for this project to be:

(01) Earthwork & Asphalt Services					
Item		Unit	Quantity	Rate	Total
IPD-S - Foundation & Slab Subgrade Compaction / VSI		Hour	16	\$ 65.00	\$ 1,040.00
IPD-S - Utility Trench Compaction		Hour	8	\$ 65.00	\$ 520.00
IPD-S - Site Subgrade & Rock Course Compaction		Hour	8	\$ 65.00	\$ 520.00
IPD-A - Asphalt Paving		Hour	8	\$ 65.00	\$ 520.00
Sample Pickup if Required (Allowance)		Hour	4	\$ 65.00	\$ 260.00
Subtotal - Earthwork & Asphalt Services:					\$ 2,860.00
(02) Laboratory Testing for Earthwork & Asphalt / Advanced Geotechnical Laboratory Tests					
Item		Unit	Quantity	Rate	Total
Moisture Density Relationship/Proctor with Sieve		Each	3	\$ 275.00	\$ 825.00
Sand Equivalent		Each	2	\$ 90.00	\$ 180.00
Fracture Percentage		Each	3	\$ 60.00	\$ 180.00
Uncompacted Void Content		Each	1	\$ 110.00	\$ 110.00
Asphalt Extraction with Gradation		Each	1	\$ 250.00	\$ 250.00
Rice Density		Each	1	\$ 95.00	\$ 95.00
Subtotal - Laboratory for Earthwork & Asphalt:					\$ 1,640.00
(03) Special & Construction Inspection					
Item		Unit	Quantity	Rate	Total
RC - Footings		Hour	20	\$ 70.00	\$ 1,400.00
RC - Walls		Hour	16	\$ 70.00	\$ 1,120.00
RC - Slab on Grade		Hour	12	\$ 70.00	\$ 840.00
RC - Column Pourbacks		Hour	4	\$ 70.00	\$ 280.00
RC - Pool Slab		Hour	16	\$ 70.00	\$ 1,120.00
SC - Pool Walls - Shotcrete		Hour	24	\$ 70.00	\$ 1,680.00
RC - Concrete Paving/Sidewalks		Hour	24	\$ 70.00	\$ 1,680.00
RC - Base Plate Grout Sampling		Hour	4	\$ 70.00	\$ 280.00
FAB - Fabrication - AISC Assumed		Hour	4	\$ 80.00	\$ 320.00
Field Erection & Site Welding - Visual		Hour	4	\$ 80.00	\$ 320.00
Lateral Wood & Cold Form - Seismic Resistant Construction		Hour	8	\$ 80.00	\$ 640.00
Subtotal - Special & Construction Inspection:					\$ 9,680.00
(04) Laboratory Testing - Special & Construction Inspection					
Item		Unit	Quantity	Rate	Total
Concrete Compression Test Cylinders - 4" x 8" - Sets of 5		Each	80	\$ 24.00	\$ 1,920.00
Grout Compressive Strength Test - 2x2 Cube		Each	3	\$ 24.00	\$ 72.00
Shotcrete Test Panel, incl 4 cores		Each	2	\$ 150.00	\$ 300.00
Subtotal - Laboratory for Special & Construction Inspection:					\$ 2,292.00
(30) Project Management & Consulting Services					
Item		Unit	Quantity	Rate	Total
Project Manager		Hour	8	\$ 85.00	\$ 680.00
Subtotal - Project Management & Consulting Services:					\$ 680.00
Budget Estimate for Services - Total:					\$ 17,152.00

Corporate • 777 Chrysler Drive • Burlington, WA 98233 • Phone 360.755.1990 • Fax 360.755.1980

Regional Offices: Olympia: 360.543.9777 • Bellingham: 360.647.6061 • Silverdale: 360.328.2500 • Tukwila: 206.241.1974

Website: www.mtc-inc.net

Page 1 of 2

Materials Testing & Consulting, Inc.

Geotechnical Engineering & Consulting • Materials Testing • Special Inspection • Environmental Consulting



Date: June 21, 2019

Client Name: *City of Fircrest*

Address: *115 Ramsdell Street, Fircrest, WA 98466*

Email: *spingel@cityoffircrest.net*

Architect: *ARC Architects*

Project Name / Location: *Fircrest Community Pool & Bath House, Fircrest, WA*

Contact: *Scott Pingel*

Phone: *253.564.8901*

Fax:

Based on Plans Dated: *May 30, 2019*

- Prices are subject to change if this agreement is not executed within 90 days from the date of the bid.
- All services will be provided on a time and materials basis. The total is an estimate the actual construction cost will be based on the project schedule and sequencing. The estimate is not a guaranteed price. A four hour minimum charge applies to all work performed, billing is also based on a portal to portal basis. A premium rate of 1.5 times the regular rate will be charge for overtime and 2 times the regular charge for Sunday's and holidays.
- MTC will utilize the laboratory based closest to the project site. MTC offers additional services upon request which will be billed at our regular fee schedule. Acceptance of this proposal will constitute agreement to MTC standard general terms and conditions.
- In closing, our experienced inspection staff will ensure the highest level of quality is brought to your project. We believe that our local staff and vast experience on projects of similar size and scope make MTC the clear team member of choice for this project. We look forward to working with you.

Respectfully Submitted,

Curtis Shear, Estimator
(360) 755-1990

Client Authorized Signature

Printed Name & Title

Date

NEW BUSINESS: **Project Inspection and Reporting Services Contract**
ITEM 10B.

FROM: **Scott Pingel, City Manager**

RECOMMENDED MOTION: **I move to adopt Resolution No. _____, authorizing the City Manager to execute a contract for project inspection and reporting services for the Fircrest Pool and Bathhouse project with Parametrix.**

PROPOSAL: The Council is being asked to authorize the City Manager to execute a contract for project inspection and reporting services (Project Manager) for the Pool and Bathhouse project. In this role, Parametrix would represent the City as the Owner's Project Manager and report directly to the City Manager with respect to construction activities completed. This helps ensure the construction team stays on time and on budget. As can be seen in the proposal document, part of Parametrix role is to find errors and omissions in design or coordination so they can be mitigated before they become costly. This contract also provides the City an onsite project manager, which is a role current staff will not be able to separate out time for.

FISCAL IMPACT: The estimated fees for this work are \$25,000, which falls into the soft costs portion for the Pool and Bathhouse project. This estimate is within the most recent architect's estimate for the work.

ADVANTAGE: Enables the City to have its own representative on the construction site ensuring the project as a whole is being completed as expected.

DISADVANTAGES: None identified.

ALTERNATIVES: Not contract for project inspection and reporting services.

HISTORY: The City of Fircrest recently awarded the construction contract for the Pool and Bathhouse project to Kassel & Associates. The City anticipates providing Kassel & Associates a Notice to Proceed effective August 19, 2019. It is important that this project stays on time in order to be able to open the new pool and bathhouse for the 2020 swim season. City staff reached out to specific firms that provide this service to request fee proposals. One (1) proposal was received.

ATTACHMENTS: [Resolution](#)
[Professional Services Agreement](#)
[Exhibit A](#)

**CITY OF FIRCREST
RESOLUTION NO. ____**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
FIRCREST, WASHINGTON, AUTHORIZING THE CITY MANAGER
TO EXECUTE A CONTRACT FOR PROJECT INSPECTION AND
REPORTING SERVICES FOR THE FIRCREST POOL AND
BATHHOUSE PROJECT WITH PARAMETRIX.**

WHEREAS, the City of Fircrest recently awarded the construction contract for the Pool and Bathhouse project to Kassel & Associates; and

WHEREAS, the City has a need for third party, on-site project manager to represent the City as the Owner's Project Manager and help ensure the construction team stays on time and on budget; and

WHEREAS, Parametrix has the required experience and expertise to provide such services. 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 contract for project inspection and reporting services for the Fircrest Pool and Bathhouse project with Parametrix.

**APPROVED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF
FIRCREST, WASHINGTON**, at a regular meeting thereof this 13th day of August 2019.

APPROVED:

Hunter T. George, Mayor

ATTEST:

Jessica Nappi, City Clerk

APPROVED AS TO FORM:

Michael B. Smith, City Attorney

**CITY OF FIRCREST
PROFESSIONAL SERVICES AGREEMENT
FIRCREST POOL AND BATHHOUSE
PROJECT INSPECTION AND REPORTING SERVICES**

1. DATE AND PARTIES

THIS AGREEMENT, for reference purposes only, is dated the ____ day of _____, 2019 and entered into by and between the City of Fircrest, a political subdivision of the State of Washington and hereinafter referred to as the "City" and Parametrix, hereinafter referred to as "Consultant" in consideration of the mutual benefits, terms and conditions hereinafter specified.

2. PROJECT DESIGNATION

The Consultant is retained by the City to perform project inspection and reporting services in connection with the project designated as Fircrest Pool and Bathhouse Project.

3. SCOPE OF SERVICES

The Consultant agrees to perform in a good and professional manner the tasks described in Exhibit A, Fee Proposal, attached hereto and incorporated herein by this reference. The Consultant agrees to perform the services including the provision of all labor, materials, equipment and supplies as identified in Exhibit A. The Consultant shall perform the services as an independent contractor and shall not be deemed, by virtue of this Agreement and the performance thereof, to have entered into any partnership, joint venture, employment or other relationship with the City.

4. ASSIGNMENT

The Consultant shall not sublet or assign any of the services covered by this agreement without the express written consent of the City.

5. NON-WAIVER

Waiver by the City of any provision of this agreement or any time limitation provided for in this agreement shall not constitute a waiver of any other provisions.

6. TERMS OF AGREEMENT

Notwithstanding, the date of execution hereof, this Agreement shall be in effect from August 19, 2019 until construction of the Fircrest Pool and Bathhouse is completed. Either party may terminate this Agreement upon thirty (30) day's written notice to the other party.

7. PAYMENT

Upon receipt of an invoice from the Consultant, progress payments may be made on a monthly basis for work completed. Each invoice shall itemize the work performed.

8. PERFORMANCE AND STANDARDS

Consultant shall perform its work to conform to generally accepted professional standards. Consultant shall be responsible for the professional quality, technical adequacy and accuracy, timely completion and coordination of all plans, designs, and reports prepared under this Agreement. Consultant shall, without additional compensation, correct or reverse any errors or omissions in such work.

9. HOLD HARMLESS, DEFENSE, AND INDEMNITY

With the exception of the sole negligence of the City, its employees, or elected officials, the Consultant shall protect, defend, indemnify, and hold harmless the City of Fircrest, its employees, directors, officers, and Councilmembers from any and all claims, demands, losses, actions, and liabilities to or by any person or entity arising out of all work, injuries, or property damage pursuant to this agreement, buildings, parking, grounds, or other property of any kind. This agreement includes both Personal Injury, Bodily Injury, Death or Property Damage as well as other loss or damage.

10. INSURANCE

Consultant will obtain and maintain in force at least the following minimum insurance coverage covering all activity under this agreement, and as to which the City shall be named as primary non-contributory additional insured on the Liability insurance:

- | | |
|--|-----------------------------------|
| a. Workman's Compensation Coverage | Statutory |
| b. Commercial General Liability | \$1,000,000/\$2,000,000 aggregate |
| c. Comprehensive Automobile Liability | \$1,000,000 per accident |
| d. \$100,000 Employee Fidelity coverage that extends to the City and City employee property. | |

Per Fircrest Municipal Code 9.90.140, a certificate of insurance showing the foregoing will be submitted to the City for approval 14 days before work commences.

The minimum limits above do not limit the consultant's liability to the City or public.

11. CONSULTANT'S REPRESENTATIONS

The Consultant hereby represents that it has all necessary licenses and certifications to perform the services provided for herein, and is qualified to perform such services.

12. COMPLIANCE WITH LAWS

The Consultant shall be duly licensed and shall comply with all applicable laws, ordinances, and codes of the Federal, State, and local governments. Per Fircrest Municipal Code 5.04.020, Consultant agrees to obtain a City of Fircrest business license prior to performing any work pursuant to this Agreement.

13. TERMINATION

If the Consultant violates any of the covenants undertaken herein, or any of the duties imposed upon it by the Agreement, this Agreement may be terminated by either party immediately with cause, and without cause upon thirty (30) days' written notice, served to the other party by certified mail. In such case, Consultant shall be compensated by the City for all work performed to the date of termination.

14. VENUE STIPULATION

This Agreement has been and shall be considered as having been made and delivered within the State of Washington both as to interpretation and performance. Any action in law or equity, or judicial proceeding for the enforcement of this Agreement, or any of the provisions contained therein, shall be instituted and maintained only in Pierce County Superior Court, Tacoma, Washington.

15. STATUS OF CONSULTANT

Neither the Consultant nor personnel employed by the Consultant shall acquire any rights or status in City employment, nor shall they be deemed employees or agents of the City for any purpose. Consultant shall be deemed an independent Contractor and shall be responsible in full for payment of its employees, including prevailing wages, worker's compensation, insurance, payroll deductions, and all related costs.

16. PREVAILING WAGES

Prevailing wages are required for this contract.

17. COMPLIANCE WITH CITY POLICY

The Consultant shall comply with approved City policies concerning the administration of City-owned property, and the provisions of the policy shall have the same force and effect as provisions of this agreement to the extent not inconsistent herewith.

18. TAXES

Consultant shall comply with federal, state, and local tax laws, Social Security Acts, Unemployment Compensation and Workers Compensation Acts in so far as applicable to the performance of this Agreement.

19. DAMAGE BY VANDALISM OR ACTS OF GOD

It is understood and agreed that the Consultant shall not be responsible or required to repair, at the sole cost and expense of the Consultant, any major damage or destruction caused by acts of vandalism or acts of GOD and did not result from the negligent acts or omissions of the Contractor or the Consultant's agents.

20. SAFETY REQUIREMENT

All work performed under the terms of this agreement shall be performed in such a manner as to provide maximum safety to the public and employees of the City of Fircrest.

21. NON-DISCRIMINATION

The Consultant agrees not to discriminate against any customer, employee, or applicant for employment, subcontractor, supplier or materialman, because of gender, sexual orientation, race, color, creed, religion, national origin, marital status, age or handicap, except for a bona fide occupational qualification. The Consultant understands that if it violates this provision, this Agreement may be terminated by the City and that the Consultant may be barred from performing any service for the City now or in the future.

22. SEVERABLE PROVISIONS

Each provision of this Agreement is intended to be severable. If any provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this Agreement.

23. INTEGRATED AGREEMENT

This agreement, together with attachments or addenda, represents the entire and integrated agreement between the representations, or agreements, written or oral. This agreement may be amended only by written instrument signed by both City and Consultant.

DATED this _____ day of _____, 2019

CITY OF FIRCREST

CONSULTANT

By: _____
Scott Pingel, City Manager

By: _____

Dated: _____

Dated: _____

APPROVED AS TO FORM:

By: _____
City Attorney

ATTEST:

By: _____
City Clerk

EXHIBIT A

July 18, 2019

Mr. Scott Pingel
City Manager
The City of Fircrest
115 Ramsdell Street
Fircrest, WA 989466-6999
(253) 564-8901
spingel@cityoffircrest.net

Sub: Pool & Community Center Project

Re: Project Inspection and Reporting Services

Scott,

First, thank you for the time you and Hunter shared with Morris Aldridge and I a few weeks ago. We will do more of that and more often as our planning for the replacement of Whittier Elementary School develops. At the end of that meeting we talked about the possible opportunity to provide you with weekly on-site inspection and reporting services regarding the new pool and community center project.

Soon after that you provided the following context regarding the project:

- Second round of bids to open on July 17
- City Council approval planned for July 23
- September 1, 2019 construction start
- July 1, 2020 occupancy
- 43 weeks of construction
- Estimated construction cost: \$5,220,000
- Estimated total project cost inclusive of contingency: \$7,370,000

The purpose of this document is to propose for your consideration Mr. Bob Kugen to provide weekly inspection and reporting services throughout the construction phase of the project. Bob is a senior level QA/QC engineer that has for decades provided clients with inspection and reporting services. Bob is a staff member of the Tacoma Parametrix team and reports directly to me.

Bob is currently providing inspection and reporting services for Tacoma Public Schools on two elementary school projects now in construction, Boze ES and Birney ES. Bob frequently finds errors and omissions both in design and construction early enough to mitigate costs entirely. The most frequent issues found result from the lack of multi-discipline coordination within the design documents, incomplete detailing and building enclosure coordination.

We propose the following terms and conditions for your consideration:

- Represent the City of Fircrest
- Bob Kugen as your inspector
- Report directly to Scott Pingel
- Hourly rate contract
- \$125/hr hourly rate
- 5 hours per week
- On site Monday, Wednesday and Friday
- Based on 40 weeks of service - reduced from 43 weeks due to holidays over the 10-month period
- Increase and decrease hours needed as directed by the City of Fircrest
- Proposed budget not spent remains with the City of Fircrest

Based on the above terms and conditions, we propose a budget of:

- 40 weeks @ 5 hours per week @ \$125/hour = **\$25,000**

Bob is available between 9-1-19 and 7-1-20 to provide the proposed services. Observation reports will be provided each time Bob is on site providing inspection services. An example of the level of proposed reporting is attached to the email from which you received this Statement of Proposal. We have had the privilege of working for the City of Fircrest before, including providing Greg Clark as your interim Director of Public Works, while you worked to fill this role with a permanent full-time employee. We want very much to work for you again.

Having just completed the Eastside Pool & Community Center for Metro Parks Tacoma and having worked on that project with ARC Architects, we believe we are uniquely positioned and experienced to hit the ground smoothly and efficiently. The Tacoma Parametrix office is located downtown on the north end of Pacific Avenue, minutes away from the City of Fircrest and capable of providing any desired level of service. We know how important this project is to you and your community. I promise you will not be disappointed if you choose Parametrix to support you, the project team and the project overall.

Thank you in advance for considering our proposal to provide inspection and reporting services on the City of Fircrest Pool & Community Center project. Should you have any questions or desire further clarification of any kind, please contact me either by mobile phone at 253.278.8105, or by email at jdugan@parametrix.com. We look forward to hearing from you soon.

Kindest regards,



Parametrix

ENGINEERING . PLANNING . ENVIRONMENTAL SCIENCES

Jim Dugan

Owners Representative Services

710 Pacific Avenue, Suite #100, Tacoma, WA 98402

253.278.8105 | cell

jdugan@parametrix.com

NEW BUSINESS: **Geotechnical Services Contract**
ITEM 10C.

FROM: **Scott Pingel, City Manager**

RECOMMENDED MOTION: **I move to adopt Resolution No. _____, authorizing the City Manager to execute a contract for geotechnical services for the Fircrest Pool and Bathhouse project with GeoEngineers, Inc.**

PROPOSAL: The Council is being asked to authorize the City Manager to execute a contract for geotechnical services for the Pool and Bathhouse project. The purpose this contract is to provide geotechnical construction observation services to ensure soils and fill are sound along with building foundation elements that will be built on the soils and fill.

FISCAL IMPACT: The estimated fees for this work are \$17,350, which falls into the soft costs portion for the Pool and Bathhouse project. This estimate is within the most recent architect's estimate for the work.

ADVANTAGE: Geotechnical expertise provides the project with essential observation and evaluation of much of what the public won't see under the pool and bathhouse, but that are essential to sound structures.

DISADVANTAGES: None identified.

ALTERNATIVES: Not contract for project geotech services.

HISTORY: The City of Fircrest recently awarded the construction contract for the Pool and Bathhouse project to Kassel & Associates. The City anticipates providing Kassel & Associates a Notice to Proceed effective August 19, 2019. GeoEngineers, Inc. has been the geotechnical engineer on this project since the City first contracted with ARC Architects. In discussions between City staff and ARC Architects, it was agreed that it would be more efficient for the City to contract directly with GeoEngineers for the construction portion of the project.

ATTACHMENTS: [Resolution](#)
 [Professional Services Agreement](#)
 [Exhibit A](#)

**CITY OF FIRCREST
RESOLUTION NO. ____**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
FIRCREST, WASHINGTON, AUTHORIZING THE CITY MANAGER
TO EXECUTE A CONTRACT FOR GEOTECHNICAL SERVICES
FOR THE FIRCREST POOL AND BATHHOUSE PROJECT WITH
GEOENGINEERS, INC.**

WHEREAS, the City of Fircrest recently awarded the construction contract for the Pool and Bathhouse project to Kassel & Associates; and

WHEREAS, the City has a need for geotechnical construction observation services to ensure soils and fill are sound along with building foundation elements that will be built on the soils and fill; and

WHEREAS, GeoEngineers, Inc. has the required experience and expertise to provide such services. 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 contract for geotechnical services for the Fircrest Pool and Bathhouse project with GeoEngineers, Inc.

**APPROVED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF
FIRCREST, WASHINGTON**, at a regular meeting thereof this 13th day of August 2019.

APPROVED:

Hunter T. George, Mayor

ATTEST:

Jessica Nappi, City Clerk

APPROVED AS TO FORM:

Michael B. Smith, City Attorney

**CITY OF FIRCREST
PROFESSIONAL SERVICES AGREEMENT
FIRCREST POOL AND BATHHOUSE
GEOTECHNICAL SERVICES**

1. DATE AND PARTIES

THIS AGREEMENT, for reference purposes only, is dated the ____ day of _____, 2019 and entered into by and between the City of Fircrest, a political subdivision of the State of Washington and hereinafter referred to as the "City" and GeoEngineers, Inc, hereinafter referred to as "Consultant" in consideration of the mutual benefits, terms and conditions hereinafter specified.

2. PROJECT DESIGNATION

The Consultant is retained by the City to perform geotechnical construction observation and evaluation services in connection with the project designated as Fircrest Pool and Bathhouse Project.

3. SCOPE OF SERVICES

The Consultant agrees to perform in a good and professional manner the tasks described in Exhibit A, Fee Proposal, attached hereto and incorporated herein by this reference. The Consultant agrees to perform the services including the provision of all labor, materials, equipment and supplies as identified in Exhibit A. The Consultant shall perform the services as an independent contractor and shall not be deemed, by virtue of this Agreement and the performance thereof, to have entered into any partnership, joint venture, employment or other relationship with the City.

4. ASSIGNMENT

Neither party shall assign any claims, rights or obligations under this Agreement without the prior express written consent of the other party and Consultant shall not subcontract or sublet any of the services covered under this agreement without the express written consent of the City.

5. NON-WAIVER

Waiver by the City or Consultant of any provision of this agreement or any time limitation provided for in this agreement shall not constitute a waiver of any other provisions.

6. TERMS OF AGREEMENT

Notwithstanding, the date of execution hereof, this Agreement shall be in effect from August 19, 2019 until construction of the Fircrest Pool and Bathhouse is completed. Either party may terminate this Agreement upon thirty (30) day's written notice to the other party.

7. PAYMENT

Upon receipt of an invoice from the Consultant, progress payments may be made on a monthly basis for work completed. Each invoice shall itemize the work performed.

8. PERFORMANCE AND STANDARDS

Consultant shall perform its work to conform to generally accepted professional standards. Consultant shall be responsible for the professional quality, technical adequacy and accuracy, timely completion and coordination of all plans, designs, evaluations and reports prepared under this Agreement. Consultant shall, without additional compensation, correct or reverse any errors or omissions in such work not meeting the foregoing standard.

9. HOLD HARMLESS, DEFENSE, AND INDEMNITY

For claims other than those arising from Consultant's professional services and with the exception of the negligence of the City, its employees, or elected officials, the Consultant shall protect, defend, indemnify, and hold harmless the City of Fircrest, its employees, directors, officers, and Council members from any and all claims, demands, losses, actions, and liabilities to or by any person or entity arising out of the act, errors or omissions or willful misconduct of Consultant in the performance of this Agreement. This agreement includes both Personal Injury, Bodily Injury, Death or Property Damage as well as other loss or damage.

For claims arising or alleged to arise from Consultant's professional services, Consultant shall indemnify, and hold harmless the City of Fircrest, its employees, directors, officers from any and all claims, demands, losses, actions, and liabilities to or by any person or entity to the extent caused by or resulting from the negligent act, errors or omissions or willful misconduct of Consultant in the performance of this Agreement.

10. INSURANCE

Consultant will obtain and maintain in force at least the following minimum insurance coverage covering all activity under this agreement, and as to which the City shall be named as primary non-contributory additional insured on the Liability insurance:

- | | |
|--|-----------------------------------|
| a. Workman's Compensation Coverage | Statutory |
| b. Commercial General Liability | \$1,000,000/\$2,000,000 aggregate |
| c. Comprehensive Automobile Liability | \$1,000,000 per accident |
| d. \$100,000 Employee Fidelity coverage that extends to the City and City employee property. | |

Per Fircrest Municipal Code 9.90.140, a certificate of insurance showing the foregoing will be submitted to the City for approval 14 days before work commences.

The minimum limits above do not limit the consultant's liability to the City or public.

11. CONSULTANT'S REPRESENTATIONS

The Consultant hereby represents that it has all necessary licenses and certifications to perform the services provided for herein, and is qualified to perform such services.

12. COMPLIANCE WITH LAWS

The Consultant shall be duly licensed and shall comply with all applicable laws, ordinances, and codes of the Federal, State, and local governments. Per Fircrest Municipal Code 5.04.020, Consultant agrees to obtain a City of Fircrest business license prior to performing any work pursuant to this Agreement.

To the extent such laws, ordinances, and codes apply to the performance of Consultant's professional services, Consultant shall comply to the extent required by the professional standard of care.

13. TERMINATION

If the Consultant or City materially breaches the terms of this Agreement or any of the duties imposed upon it by the Agreement, this Agreement may be terminated by either party immediately with cause, and without cause upon thirty (30) days' written notice, served to the other party by certified mail. In such case, Consultant shall be compensated by the City for all work performed to the date of termination.

14. VENUE STIPULATION

This Agreement has been and shall be considered as having been made and delivered within the State of Washington both as to interpretation and performance. Any action in law or equity, or judicial proceeding for the enforcement of this Agreement, or any of the provisions contained therein, shall be instituted and maintained only in Pierce County Superior Court, Tacoma, Washington.

15. STATUS OF CONSULTANT

Neither the Consultant nor personnel employed by the Consultant shall acquire any rights or status in City employment, nor shall they be deemed employees or agents of the City for any purpose. Consultant shall be deemed an independent Contractor and shall be responsible in full for payment of its employees, including prevailing wages, worker's compensation, insurance, payroll deductions, and all related costs.

16. PREVAILING WAGES

Prevailing wages are required for this contract.

17. COMPLIANCE WITH CITY POLICY

The Consultant shall comply with approved City policies concerning the administration of City-owned property, and the provisions of the policy shall have the same force and effect as provisions of this agreement to the extent not inconsistent herewith.

18. TAXES

Consultant shall comply with federal, state, and local tax laws, Social Security Acts, Unemployment Compensation and Workers Compensation Acts in so far as applicable to the performance of this Agreement.

19. DAMAGE BY VANDALISM OR ACTS OF GOD OR OTHERS

Except to extent caused by or resulting from the negligent acts or omissions or willful misconduct of the Consultant or Consultant's agents, it is understood and agreed that the Consultant shall not be responsible or required to repair, any damage or destruction to the property of others or injuries (including death) to individuals not employed by them arising from acts of theft, vandalism, acts of GOD or other for majeure events beyond their reasonable control, or the acts or the failure to act by others not employed by Consultant.

In addition, Consultant shall not be responsible for damages arising from any delays for causes beyond GeoEngineers' reasonable control. In the event of such delays, GeoEngineers shall be entitled to an equitable adjustment in time and/or compensation.

20. SAFETY REQUIREMENT

All work performed under the terms of this agreement shall be performed in such a manner as to avoid injury to the public and employees of the City of Fircrest.

21. NON-DISCRIMINATION

The Consultant agrees not to discriminate against any customer, employee, or applicant for employment, subcontractor, supplier or materialman, because of gender, sexual orientation, race, color, creed, religion, national origin, marital status, age or handicap, except for a bona fide occupational qualification. The Consultant understands that if it violates this provision, this Agreement may be terminated by the City and that the Consultant may be barred from performing any service for the City now or in the future.

22. SEVERABLE PROVISIONS

Each provision of this Agreement is intended to be severable. If any provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this Agreement.

23. INTEGRATED AGREEMENT

This agreement, together with attachments or addenda, represents the entire and integrated agreement between the representations, or agreements, written or oral. This agreement may be amended only by written instrument signed by both City and Consultant.

DATED this _____ day of _____, 2019

CITY OF FIRCREST

CONSULTANT

By: _____
Scott Pingel, City Manager

By: _____

Dated: _____

Dated: _____

APPROVED AS TO FORM:

By: _____
City Attorney

ATTEST:

By: _____
City Clerk

EXHIBIT A

July 25, 2019

City of Fircrest
C/o ARC Architects, Inc.
119 South Main Street, Suite 200
Seattle, Washington 98104

Attn: Emily Wheeler

Subject: Services Agreement
Geotechnical Construction Observation and Engineering Services
Fircrest Community Center Pool Construction (Phase 1)
Fircrest, Washington
File No. 4369-005-01

INTRODUCTION AND PROJECT UNDERSTANDING

GeoEngineers, Inc. (GeoEngineers) is pleased to present this proposal to provide geotechnical construction observation services for the new Fircrest Community Pool and the Fircrest Community Center. The community center is located at 555 Contra Costa Avenue in Fircrest, Washington. We previously prepared a Geotechnical Engineering Services Report dated March 18, 2016 and a Report Addendum dated May 23, 2019 for this project. Our reports included subsurface explorations and geotechnical design recommendations.

Our understanding of the project is based on our previous involvement, discussions with the project team and review of the project plans titled "Fircrest Bathhouse & Pool" dated April 24, 2019. The project will ultimately consist of a new community center and a pool. We understand pool and bathhouse construction will begin this year (Phase 1) and the community center structure will likely begin construction next year (Phase 2).

Proposed pool improvements will be located in approximately the same area as the existing facilities (southwest corner of the project site). The existing pool and surrounding facilities will be demolished and replaced. We anticipate geotechnical-related construction activities for Phase 1 will include demolition, site clearing and grading, installing underground utilities, excavating for shallow foundations and the pools, backfill placement and preparing building slab, hardscape and pavement subgrades. We understand the bottom of the pools will be up to about 12 feet below the pool deck. Based on our subsurface explorations, excavations for the pools will likely extend to or be below the groundwater.



PURPOSE AND SCOPE OF SERVICES

The purpose of our services is to provide part-time geotechnical construction observation services for Phase 1 improvements on an on-call basis. We have limited the scope of our services to items related to structural support of the new structures, backfill placement and other key geotechnical-related project items.

We understand the project will be going out for bid to contractors sometime in August. Therefore, we did not have a construction schedule during preparation of our scope. For budgeting purposes, we have estimated a number of part-time site visits for each task based on our experience.

We anticipate our scope of services will include the following:

1. Observing site clearing and grading and evaluating the condition of exposed soil in areas to receive structural fill (two part-time visits).
2. Observing excavation for building footings and evaluating footing bearing surfaces (three part-time visits).
3. Observing preparation of building pad subgrade including placement of structural fill and/or capillary break material (three part-time visits).
4. Observing preparation of the pool subgrade including placement of structural fill (two part-time visits).
5. Observing placement and compaction of structural fill (three part-time visits). We will perform in-place nuclear density testing as part of our evaluation of fill compaction. Compaction observation services also include collecting up to two samples of fill materials and performing two modified Proctor laboratory compaction tests in accordance with ASTM International (ASTM) D 1557, to determine the maximum dry density (MDD) and optimum moisture content. We have also budgeted for two sieve analyses tests to be completed on material proposed for use as structural fill.
6. Evaluating prepared subgrade for parking and sidewalk areas prior to placement of pavements (one part-time visit).
7. Preparing daily field reports for each site visit. The field reports will summarize our observations, our opinion of the suitability of placed structural fill and prepared surfaces for support of structural elements or pavements, and any recommendations. We will discuss our recommendations, if any, with the project team members on site the day they are developed, prior to leaving the project site.
8. Providing limited consultation services, as requested. We have assumed that our services will be limited to assistance with requests for information (RFIs) and change orders or addressing variations to project plans involving earthwork and foundation bearing surface or subgrade preparation. We have assumed that our consultation services can be addressed via phone calls, emails and/or attending project meetings.

SCHEDULE, TERMS AND BUDGET

We are prepared to begin our services upon receiving authorization. The extent of our involvement during construction will depend in part on the contractor's schedule and any difficulties encountered, including inclement weather. We will maintain contact with the contractor to determine scheduling and attempt to consolidate site visits and be as efficient as possible with our time.



We propose these services be completed in accordance with our existing agreement with ARC Architects dated December 1, 2018. However, we can also complete our services in accordance with the attached general conditions, or in accordance with mutually agreed upon terms provided by the City of Fircrest. We have included our terms and conditions for convenience along with a signature line below accepting our terms and condition. We envision that a contract amendment will be provided if we continue services under our existing contract with ARC, or a new contract will be provided under mutually agreed upon terms with the City of Fircrest. Please do not sign the document below if other terms will be provided.

The fee for our services will be provided on a time-and-expense basis in accordance with the attached Schedule of Charges. Our scope of work assumes a total of 14 part-time site visits. We have assumed the fee for each part-time site visit will be around \$900, which includes approximately three to four hours on-site, mileage and travel to and from the site, office administrative time to coordinate schedules, prepare and review reports and equipment costs. It is possible more than one element of our services can be completed within a single site visit, resulting in a cost savings to the project. It is also possible that more site visits, or longer-duration visits, than assumed will be required; this will ultimately depend on the contractor's schedule and amount of consultation needed.

A summary of our fee estimate for the proposed construction observation services is provided in the table below. We will only charge for the efforts needed and there is no minimum charge for a site visit. We will endeavor to keep you informed of project scope and budget status throughout the course of the project. We will not exceed the budget amount provided below without first informing you of the circumstances involved and receiving your approval.

Description of Services	Estimated Fee
Project Management and Coordination	\$1,000
Part-time Construction Observation Services and Field Equipment (14 site visits)	\$12,600
Laboratory Testing	\$750
Consultation (RFIs, change orders, project meetings)	\$3,000
Estimated Total Fee	\$17,350

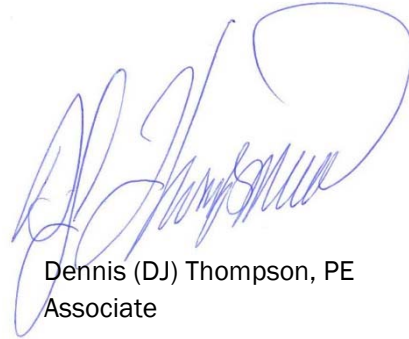


We appreciate the opportunity to present this proposal and look forward to our continued involvement working with you and on this project. Authorization to proceed may be indicated by returning one copy of this proposal signed in the space below or by your preferred method as previously described. Please call if you have any questions regarding the scope of services or other aspects of this proposal.

Respectfully Submitted,
GeoEngineers, Inc.



Stuart S. Thielmann, PE
Staff Geotechnical Engineer



Dennis (DJ) Thompson, PE
Associate

SST:DJT:tt

Attachments:

General Conditions—Standard 2019

Schedule of Charges—Redmond-Seattle-Tacoma 2019

The parties hereto have made, executed and agreed to this Agreement as of the day and year first above written. By signature below, Client accepts the scope of services and all terms described herein. In addition, Client's signature shall constitute as authorization to proceed on the date listed below Client's printed/typed name unless such authorization has been otherwise provided in writing.

City of Fircrest/co ARC Architects	
CLIENT	* SIGNATURE
DATE	TYPED OR PRINTED NAME
	*Individual with contracting authority.

Proprietary Notice: The contents of this document are proprietary to GeoEngineers, Inc. and are intended solely for use by our clients and their design teams to evaluate GeoEngineers' capabilities and understanding of project requirements as they relate to performing the services proposed for a specific project. Copies of this document or its contents may not be disclosed to any other parties without the written consent of GeoEngineers.

Disclaimer: Any electronic form, facsimile or hard copy of the original document (email, text, table, and/or figure), if provided, and any attachments are only a copy of the original document. The original document is stored by GeoEngineers, Inc. and will serve as the official document of record.

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GENERAL CONDITIONS

Definitions

The words and phrases listed below have the following meanings when used in this Agreement:

“Agreement” means the complete agreement between Client and GeoEngineers, and consists of all of the following: 1) The Services Agreement or Proposal, including the Scope of Services contained within it; 2) These General Conditions and its attached Schedule of Charges, as applicable; 3) Any documents expressly incorporated by reference into the Services Agreement, Proposal or General Conditions; 4) Any modifications to this Agreement, if mutually agreed to by the parties in writing.

“Client” means the individual(s) or entity that has entered into this Agreement with GeoEngineers.

“GeoEngineers” means GeoEngineers, Inc., a Washington corporation, and any of its employees, officers and directors. GeoEngineers is sometimes referred to as “us,” “we” or “our” throughout this Agreement.

“Hazardous Materials” means any toxic substances, chemicals, radioactivity, pollutants or other materials, in whatever form or state, known or suspected to impair the environment in any way whatsoever. Hazardous Materials include, but are not limited to, those substances defined, designated or listed in any federal, state or local law, regulation or ordinance concerning hazardous wastes, toxic substances or pollution.

“Scope of Services” means the sum total of all of our activities and all of the Instruments of Service undertaken or provided pursuant to this Agreement.

“Excluded Services” means those services that we are not providing under this Agreement, which includes any services recommended to Client and which Client chooses not to include in our Scope of Services.

Integrated Written Agreement

This Agreement represents the entire and integrated agreement between Client and GeoEngineers and supersedes all prior communications, negotiations, representations or agreements, either written or oral between the parties. No agreement or understanding varying or extending this Agreement shall bind either party, other than by a subsequent written agreement, signed by Client and GeoEngineers.

GeoEngineers has made no promise or inducements to Client to enter into this agreement other than what is explicitly provided in the agreement. Client is not relying on any representations made by GeoEngineers outside of those embodied in this Agreement.

Conflicts

Any alteration to these General Conditions or appended terms and conditions by Client shall be void and not included as part of this Agreement unless mutually agreed to in writing by both parties. In the event of conflict between these General Conditions and any terms appended by the Client that are agreed to by the parties and incorporated as part of this Agreement, the terms of these General Conditions shall prevail.

Standard of Care and Warranty Disclaimer

GeoEngineers will endeavor to perform its professional services with that degree of care and skill ordinarily exercised under similar conditions by professional consultants practicing in the same discipline at the same time and location. No warranty or guarantee, either express or implied, is made or intended by this Agreement or by any report, opinion, or other Instrument of Service provided pursuant to this Agreement.

Client Furnished Information and Obligations

Client will provide GeoEngineers with the following: a description of the property; the locations of any underground utilities, facilities or structures on or adjacent to the property which could impact our work; and the nature and location of any known or suspected hazardous materials that may exist on the property. Client understands that GeoEngineers is not responsible for damages to underground

utilities, facilities or structures known by Client to exist and not specifically or correctly identified to us, and Client agrees to indemnify GeoEngineers for these damages to the extent provided in the INDEMNIFICATION section of these GENERAL CONDITIONS. GeoEngineers is neither responsible nor liable for the creation, existence, or presence of any hazardous materials, including asbestos, present at the work site prior to or during the performance of this Agreement, except any hazardous materials generated solely by us, our agents or subcontractors.

Additionally, the Client shall furnish, at the Client's expense, all information, requirements, reports, data, surveys, and instructions required by this Agreement. GeoEngineers may use such information, requirements, reports, data, surveys and instructions in performing the services and is entitled to rely upon their accuracy and completeness.

Permits and Agency Arrangement

If included in the Scope of Services, GeoEngineers will assist Client in applying for necessary permits and licenses. Client may, upon written acceptance by GeoEngineers, designate GeoEngineers as its agent for the purposes of drafting permit and/or license applications. GeoEngineers' agency authority under this arrangement shall be limited solely to the completion and submission of the permit and/or license applications. GeoEngineers will rely upon data collected by and information provided by Client in preparing the applications. GeoEngineers shall not be responsible for errors or inaccuracies contained in data and information supplied by Client. Client shall assume full responsibility for reviewing, understanding and signing all permit and license applications drafted by GeoEngineers.

GeoEngineers cannot and does not guarantee that permits or approvals will be issued by the governing authorities, and will not be subject to any claims, losses or damages allegedly incurred as a result of Client's failure to obtain the necessary permits and approvals.

Client waives any claim against GeoEngineers relating to errors or inaccuracies in data and information provided by Client and permit-related project delays caused by other parties, including, but not limited to Client, project opponents, and permitting or licensing agencies.

Rights of Entry

Unless otherwise agreed to in writing, Client will provide for right of entry and any authorizations needed for us to enter upon property to perform our Services under this Agreement.

Surface and Subsurface Disturbance

GeoEngineers will take reasonable precautions to minimize surface and subsurface disturbance. However, in the normal course of exploratory work some surface disturbance may occur, the restoration of which is not part of this Agreement unless specifically included in our Scope of Services.

Discovery of Hazardous Materials

“Unanticipated hazardous materials” are any hazardous materials that may exist at the project site, but which this Agreement does not identify as present and whose existence is not reasonably anticipated. The discovery of unanticipated hazardous materials will constitute a changed condition that will require renegotiation of the Scope of Services or termination of this Agreement.

The discovery of unanticipated hazardous materials may necessitate that we take immediate protective measures. If we discover unanticipated hazardous materials, we will notify Client as soon as practicable. Based on our professional judgment, we may also implement protective measures in the field. Client will pay the cost of any such additional protective measures.

Client is responsible for reporting releases of hazardous substances to appropriate government agencies as required by law.

Client waives any claim against GeoEngineers relating to the discovery of unanticipated hazardous materials and will indemnify GeoEngineers to the extent provided in the INDEMNIFICATION section of these GENERAL CONDITIONS.

Off-site Disposal of Hazardous Materials

Client acknowledges that GeoEngineers is not and shall not be required to be in any way an 'arranger', 'operator', or 'transporter' of hazardous materials present or near the project site, as these terms are defined in applicable Federal or State Statutes. In addition, Client shall sign all manifests for the disposal of substances affected by regulated contaminants.

However, if the parties mutually agree that GeoEngineers sign such manifests and/or to hire for Client a contractor to transport, treat, or dispose of the hazardous materials, GeoEngineers shall do so only as Client's agent. Client agrees to defend, indemnify, and hold harmless GeoEngineers, its officers, directors, employees and agents from any claim, suit, arbitration, or administrative proceeding, damages, penalties or liability that arise from the executing of such manifests on Client's behalf.

Further, GeoEngineers will, at Client's request, help Client identify appropriate alternatives for off-site treatment, storage, or disposal of such substances, but GeoEngineers shall not make any independent determination about the selection of a treatment, storage, or disposal facility.

Unanticipated and Changed Conditions

Actual subsurface conditions may vary from those encountered at the specific locations where GeoEngineers conducts its surveys or explorations. We can only base our site data, interpretations and recommendations on information reasonably available to us. Practical and reasonable limitations on available data will result in some level of uncertainty, and therefore risk, with respect to the interpretation of environmental, geological and geotechnical conditions even when we have followed the standard of care.

The discovery of unanticipated or changed conditions may require renegotiation of the Scope of Services or termination of services. GeoEngineers reserves the right to solely determine the continued adequacy of this Agreement in light of any discovery of conditions that were not reasonably anticipated or known at the time of this Agreement. If we determine that renegotiation is necessary, GeoEngineers and Client will in good faith enter into renegotiation of this Agreement to permit us to continue to meet Client's needs. If Client and GeoEngineers cannot agree on new terms, we reserve the right to terminate this Agreement and receive payment from Client for all services performed and expenses incurred up to and including the date of termination. Underground utilities that are not properly indicated on plans and specifications provided to GeoEngineers by others or not reasonably located by the utility owner will be considered a changed condition under this clause.

Site Safety

GeoEngineers will maintain a safety program for our employees. GeoEngineers specifically disclaims any authority or responsibility for general job site safety and for the safety of persons who are not employed by us. GeoEngineers is not responsible for the job safety or site safety of the general project and is not responsible for compliance with safety programs and related OSHA and state regulations that apply to other entities or persons. Client is independently responsible for requiring that its construction or remediation contractors take responsibility for general job site safety.

Construction and Remediation Observation

The conclusions and recommendations for construction or remediation in our reports are based on limited sampling and the interpretations of variable subsurface conditions. Therefore, our conclusions and recommendations shall be deemed preliminary unless or until we are requested by Client to validate our assumptions and finalize our conclusions and recommendations by reviewing preconstruction design documents and observing actual construction or remediation activities on site. If our Scope of Services does not include preconstruction plan review and construction/remediation observation, then any reliance by Client or any other party on our preliminary assumptions, conclusions or recommendations is at the risk of that party and without liability to GeoEngineers.

Our job site activities do not change any agreement between Client and any other party. Only Client has the right to reject or stop work of its contractors or agents. Our presence on site does not in any way guarantee the completion, quality or performance of the work by any other party retained by Client to provide field or construction/remediation services. We are not responsible for, and do not have control or charge of, the specific means, methods, techniques, sequences or

procedures selected by any contractor or agent of Client or any third party to this Agreement.

Further, a duty to provide contract administration or contract management services may not be imputed from GeoEngineers' professional actions or affirmative conduct when on the job site.

Sample Retention and Disposal

We will discard nonhazardous samples 60 days after they are obtained, unless Client makes prior arrangements to store or deliver the samples. Samples containing hazardous materials regulated under federal, state or local environmental laws are the property and responsibility of Client. Client will arrange for lawful disposal, treatment and transportation of contaminated samples at Client's expense, unless Client makes other written agreements regarding their disposal.

Identification of Other Contaminants

Sampling and Analysis Plans (SAPs) typically specify the contaminants of interest (COIs) on a site and the standard EPA/state agency analytical methods (Standard Methods) to be used by laboratories for determining the estimated concentration of such COIs in soil and water samples. GeoEngineers' instructions notwithstanding, application of Standard Methods by an analytical laboratory may occasionally result in the inadvertent identification of contaminants that are not COIs. If in the course of GeoEngineers' laboratory data validation review non-COI contaminants are identified with COI-equivalent data quality and analytical values at or above regulatory action levels, GeoEngineers will disclose such results to Client with appropriate recommendations, which may include recommendations for reporting to regulatory agencies. Client actions subsequent to any such disclosure shall be at Client's sole risk, and Client shall indemnify and hold harmless GeoEngineers from any claims, liabilities, damages or costs arising from the discovery of regulated non-COIs to the extent provided in the INDEMNIFICATION SECTION in these GENERAL CONDITIONS.

Confidential Information

Unless otherwise agreed to in writing by the parties, each party expressly undertakes to retain in confidence, and to require its employees and consultants to retain in confidence, all data and/or information of the other party that is not generally known to the public, whether of a technical, business or other nature, that has been identified as being proprietary and/or confidential or that by the nature of the circumstances surrounding the disclosure reasonably ought to be treated as proprietary and confidential ("Confidential Information"). Each party agrees not to use the Confidential Information of the other party except pursuant to this Agreement. The receiving party will not disclose any item of Confidential Information to any person other than its employees, agents or contractors who need to know the same in the performance of their duties except as may be required by law or judicial order. The receiving party will protect and maintain the confidentiality of all Confidential Information of the disclosing party with reasonable care, including but not limited to informing all employees, agents or contractors to whom Confidential Information is disclosed of the confidentiality obligations imposed by this Agreement. Confidential Information does not include any data or information which the receiving party can prove (a) was in the receiving party's lawful possession prior to its disclosure by the disclosing party; (b) is later lawfully obtained by the receiving party from a third party not under an obligation of confidentiality; (c) is independently developed by the receiving party; or (d) is, or later becomes, available to the public through no breach of an obligation of confidentiality. Notwithstanding the foregoing, GeoEngineers may use the Client's name and logo in connection with identifying its prior customers and projects. Data and/or information that is disclosed due to a party's computer systems being hacked or through other such improper or illegal cyber conduct, including but not limited to phishing and viruses, shall not be considered a disclosure under this paragraph.

Instruments of Service and Proprietary Methodologies

Reports, field data, laboratory data, analyses, calculations, estimates, designs and other documents prepared by GeoEngineers are Instruments of Service and remain our property. We will retain final project records for a period of 20 years from completion of our services.

Neither Client nor any other party may modify or use the Instruments of Service for additions or alterations to this project, or for other projects, or otherwise outside the scope of this Agreement, without our prior written permission. GeoEngineers is not responsible for such modification or reuse (unless such

modification or reuse is expressly authorized by GeoEngineers in writing). Client will defend, indemnify, and hold GeoEngineers harmless against any claims, damages, or losses relating to such modification or reuse to the extent of the INDEMNIFICATION section in these GENERAL CONDITIONS.

GeoEngineers grants Client a limited license to utilize its Instruments of Service for the purposes described in the scope of services, and for maintenance of the Project thereafter, subject to any limitations expressed in the Instruments of Service. GeoEngineers may withdraw or terminate that limited license at any time if Client fails to comply with this Agreement, including but not limited to the circumstance in which Client fails to timely pay outstanding invoices. In the event that GeoEngineers withdraws the limited license, Client herein acknowledges that Client is prohibited from using the Instruments of Service for any purpose from that date forward. GeoEngineers will not be responsible nor liable, and Client will hold GeoEngineers harmless for any damages or injury flowing, or allegedly flowing, from Client's inability to utilize the Instruments of Service as a result of the circumstances described herein. Client herein agrees that injunctive or other relief is appropriate if GeoEngineers believes that Client is utilizing the Instruments of Service in a manner contrary to this paragraph or as otherwise described in the preceding paragraphs under this Article titled "Instruments of Service and Proprietary Methodologies." This paragraph shall survive the termination of this Agreement.

GeoEngineers may provide Client with Instruments of Service that include pre-existing content or data which are generated at least in part by or derived from proprietary and or patented methodologies and systems. GeoEngineers may also apply proprietary and or patented methodologies and systems in fulfilling the terms of this agreement, and may also make temporarily available to Client a working knowledge of such proprietary and or patented methodologies and systems during the term of this agreement.

Notwithstanding anything to the contrary, GeoEngineers shall retain ownership over all intellectual property rights including, but not limited to, inventions, patents, copyrights, know how, trade secrets, and trademarks in such Instruments of Service and their associated data and in the proprietary and or patented methodologies and systems. Subject to full payment by Client to GeoEngineers of all amounts owed hereunder and the terms of any licensing agreement between the parties, GeoEngineers grants to Client a nonexclusive, nontransferable license to use the Instruments of Service. Client shall not distribute, rent, lease, service bureau, sell, sublicense, or otherwise transfer the Instruments of Service or their data or content, unless previously agreed to in writing by GeoEngineers, and shall not decompile, reverse engineer, disassemble, reverse translate, or in any way derive any trade secrets or source code from the Instruments of Service. Unless otherwise specified in writing between the parties, no such Client use of Instruments of Service shall give rise to any right in the Client to use the proprietary and or patented methodologies and systems referred to herein. During and only during the term of this agreement, GeoEngineers grants to Client a nonexclusive, nontransferable license to employ such proprietary and or patented methodologies and systems as have been disclosed to Client by GeoEngineers pursuant to fulfilling the terms of this agreement.

Data stored in electronic media format can deteriorate or be modified inadvertently or otherwise. When transferring documents in electronic media format, we make no representations as to long-term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by us.

We shall not be responsible for any alterations, modifications or additions made in the electronic data by the Client or any reuse of the electronic data by the Client or any other party for this project or any other project without our consent. Client shall defend, indemnify and hold us harmless against any claims, damages or losses arising out of the reuse of the electronic data without our written consent and arising out of alterations, modifications, or additions to the electronic data made by anyone other than GeoEngineers to the extent of the INDEMNIFICATION section in these GENERAL CONDITIONS.

All documents, including the electronic files that are transferred by us to Client are Instruments of Service of GeoEngineers and created for this project only, and no representation or warranty is made, either express or implied, concerning the files and data.

Billing and Payment

We will bill for our services monthly. Payment is due on receipt of the invoice unless otherwise agreed to in writing. Client will notify GeoEngineers within 20 days of receipt of invoice of amounts in dispute. A service charge of 1-1/2% per

month shall apply to any undisputed amounts that are more than 30 calendar days past due and amounts in dispute where Client has not notified GeoEngineers within the 20-day period. In addition to any past due amount, Client will pay all of our reasonable expenses necessary for collection of any past due amounts including, but not limited to, attorneys' fees and expenses, filing fees, lien costs and our staff time. Collection efforts for past due amounts by GeoEngineers shall not be subject to the DISPUTES clause of these GENERAL CONDITIONS.

Payment of invoices shall not be subject to any discounts or set-offs by the Client, unless agreed to in writing by GeoEngineers. Payment to GeoEngineers for services rendered and expenses incurred shall be due and payable regardless of any subsequent suspension or termination of this Agreement by either party. Payment to GeoEngineers shall not be withheld, postponed or made contingent on the construction, completion or success of the project or upon receipt by the Client of offsetting reimbursement or credit from other parties.

Adjustment for Increased Costs

GeoEngineers reserves the right to invoice Client for additional charges incurred in the event of an unanticipated increase in project-related taxes, fees or similar levies; or if GeoEngineers must modify project-related services, facilities or equipment to comply with new laws or regulations or changes to existing laws or regulations that become effective after execution of this Agreement.

GeoEngineers revises its Schedule of Charges annually. Therefore, we reserve the right to modify our Schedule of Charges applicable to our services if performance of this Agreement extends beyond 12 months, or if changes in the project schedule result in our services extending into the next calendar year.

Scope of Services and Additional Services

Our engagement under this Agreement includes only those services specified in the Scope of Services. GeoEngineers has no duty to provide services beyond those explicitly described in the scope of services or as may be changed (provided that such changes do not materially change the original scope), or added via a signed directive by the Client, as described more fully in the next paragraph. Client understands and agrees that GeoEngineers' scope will not be expanded by, and no duties or responsibilities may be imputed from GeoEngineers' actions or affirmative conduct when on site.

If agreed to in writing by the Client and GeoEngineers, GeoEngineers shall provide the changed or additional services which shall become part of the Scope of Services and subject to the terms of this agreement. Such services shall be paid for by the Client in accordance with GeoEngineers' then prevailing Schedule of Charges unless otherwise agreed to in writing by the parties.

Client agrees it will not hold us liable and expressly waives any claim against GeoEngineers for 1) not performing additional services that Client instructed us not to perform, 2) not performing additional services that were not specifically requested in writing by Client and agreed to by both parties, 3) not performing recommended additional services that Client has not authorized us to perform.

Termination of Services

Termination for Cause

Either party may terminate this Agreement upon at least seven (7) days written notice, in the event of substantial failure by the other party to perform in accordance with this Agreement through no fault of the terminating party. Such termination is not effective if the failure is cured before expiration of the period specified in the written notice. Upon termination for cause by either party, all invoices for services performed up to the date of termination are immediately due and payable.

Termination for Convenience

Either party may terminate this Agreement for convenience upon seven (7) days written notice to the other. In the event that Client requests early termination of our services for convenience, we reserve the right to complete such analyses and records as are necessary to place our files in order and to complete a report on the services performed to date. Charges for these termination activities are in addition to all charges incurred up to the date of termination. Upon termination for convenience by either party, all invoices for services performed up to the date of termination and termination fees defined herein are immediately due and payable.

Suspension of Services

If the project or GeoEngineers' services are suspended by the Client for more than thirty (30) calendar days, consecutive or in the aggregate, over the term of this Agreement, GeoEngineers shall be compensated for all services performed and reimbursable expenses incurred prior to the receipt of notice of suspension. In addition, upon resumption of services, the Client shall compensate GeoEngineers for expenses incurred as a result of the suspension and resumption of its services, and GeoEngineers' schedule and fees for the remainder of the project shall be equitably adjusted.

If GeoEngineers' services are suspended for more than ninety (90) days, consecutive or in the aggregate, GeoEngineers may terminate this Agreement subject to the terms in the "Termination for Convenience" clause.

If Client is in breach of the payment terms, states their intention not to pay forthcoming invoices, or otherwise is in material breach of this Agreement, GeoEngineers may suspend performance of services upon five (5) calendar days' notice to Client or terminate this Agreement according to the "Termination for Cause" clause. In the event of suspension, GeoEngineers shall have no liability to the Client, and the Client agrees to make no claim for any delay or damage as a result of such suspension caused by Client's breach of this Agreement. In addition, we may withhold submittal of any work product if Client is in arrears at any time during the performance of services under this Agreement. Upon receipt of payment in full of all outstanding sums due from Client, or curing of such other breach which caused GeoEngineers to suspend services, GeoEngineers shall resume services and submit any withheld work product, and there shall be an equitable adjustment to the remaining project schedule and fees as a result of such suspension. Any suspension by GeoEngineers exceeding 30 calendar days shall, at GeoEngineers' option, make this Agreement subject to renegotiation or termination according to the "Termination for Cause" clause in this Agreement.

In the event Client has paid a retainer to GeoEngineers, GeoEngineers shall be entitled to apply the retainer to cover any sums due from Client up to the date of suspension. Prior to resuming services after such suspension, Client shall remit to GeoEngineers sufficient funds to replenish the retainer to its full prior amount.

Delays

The Client agrees that GeoEngineers is not responsible for damages arising directly or indirectly from any delays for causes beyond GeoEngineers' control. Such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters; fires, riots, terrorist acts, wars or other emergencies or acts of God; failure of any government agency to act in a timely manner, failure of performance by the Client or the Client's Contractors or other Consultants; or unanticipated discovery of any hazardous materials or differing site conditions. In addition, if the delays resulting from any such causes increase the cost or time required by GeoEngineers to perform its services in an orderly and efficient manner, GeoEngineers shall be entitled to an equitable adjustment in schedule and/or compensation.

Indemnification

GeoEngineers will indemnify and hold the Client harmless from and against any claims, liabilities, damages and costs (including reasonable attorney fees and costs of defense) arising out of death or bodily injury to persons or damage to property to the extent proven to be caused by or resulting from the sole negligence of GeoEngineers, its agents or its employees. For any such claims, liabilities, damages or costs caused by or resulting from the concurrent negligence of GeoEngineers and other parties, including the Client, the duty to indemnify shall apply only to the extent of GeoEngineers' proven negligence.

The Client will defend, indemnify and hold GeoEngineers, including its subsidiaries and affiliates, harmless from and against any and all claims (including without limitation, claims by third parties and claims for economic loss), liabilities, damages, fines, penalties and costs (including without limitation reasonable attorney fees and costs of defense) arising out of or in any way related to this project or this Agreement, provided that Client's indemnification obligations shall not apply to the extent of the proven negligence of GeoEngineers, its officers, agents and employees.

Client's indemnification obligation shall include, but is not limited to, all claims against GeoEngineers by an employee or former employee of Client, and Client expressly waives all immunity and limitation of liability under any industrial insurance act, worker's compensation act, disability benefit act, or employee benefit act of any jurisdiction which would otherwise be applicable in the case of such claim. Client's waiver of immunity by the provisions of this paragraph

extends only to claims against GeoEngineers by Client's current or former employees and does not include or extend to any claims by Client's employees or former employees directly against Client.

Client's duty to defend in this paragraph means that Client shall assume the defense of such claim using legal counsel selected or approved by GeoEngineers and GeoEngineers shall be entitled to participate in the strategy and direction of the defense. In the course of defending a claim under this paragraph, Client shall not compromise or settle the claim without GeoEngineers' consent unless: (i) such settlement or compromise only involves monetary relief that is paid in full by Client, (ii) GeoEngineers is not liable for any such settlement or compromise, and (iii) there is no finding or admission that GeoEngineers is or was liable under any legal theory for damages relating to the claim.

By entering into this Agreement, Client acknowledges that this Indemnification provision has been reviewed, understood and is a material part of the Agreement, and that Client has had an opportunity to seek legal advice regarding this provision.

Limitation of Remedies

GeoEngineers' aggregate liability responsibility to Client, including that of our subsidiaries and affiliates, officers, directors, employees, agents and subconsultants, is limited to \$50,000 or the amount of GeoEngineers' fee under this Agreement, whichever is greater. This limitation of remedy applies to all lawsuits, claims or actions, whether identified as arising in tort, contract or other legal theory, (including without limitation, GeoEngineers' indemnity obligations in the previous paragraph) related to our services under this Agreement and any continuation or extension of our services.

If Client desires a higher limitation, GeoEngineers may agree, at Client's request, to increase the limitation of remedy amount to a greater sum in exchange for a negotiated increase in our fee. Any additional charge for a higher limit is consideration for the greater risk assumed by us and is not a charge for additional professional liability insurance. Any agreement to increase the limitation of remedy amount must be made in writing and signed by both parties in advance of the provision of services under this Agreement.

By entering into this Agreement, Client acknowledges that this Limitation of Remedies Clause has been reviewed, understood and is a material part of this Agreement, and that Client has had an opportunity to seek legal advice regarding this provision.

Insurance

GeoEngineers maintains Workers' Compensation and Employer's Liability Insurance as required by state law. We also maintain comprehensive general, auto, professional and environmental impairment liability insurance. We will provide copies of certificates evidencing these policies at the request of the Client.

Mutual Waiver of Consequential Damages

In no event will either party be liable to the other for any special, indirect, incidental or consequential damages of any nature arising out of or related to the performance of this Agreement, whether founded in negligence, strict liability, warranty or breach of contract. In addition, Client expressly waives any and all claims against GeoEngineers for any liquidated damages liability that may be incurred by or assessed against Client.

Disputes

Any dispute, controversy or claim arising out of or related to this Agreement or its breach that is not resolved through negotiation between the parties, must be referred to mediation before pursuing any other dispute remedy. Each party shall bear its own costs and attorneys' fees arising out of the mediation and the costs of the mediation shall be divided equally between the attending parties.

If the matter has not been resolved through the mediation process, either or both parties may elect to pursue resolution through litigation. The parties submit to the jurisdiction of the State of Washington and agree that any legal action or proceeding arising out of or relating to this Agreement must be brought in the Superior Court in King County, Washington.

Client expressly agrees that before Client can bring a claim or cause of action against GeoEngineers as provided above, based on professional negligence or breach of the professional standard of care, Client will obtain the written opinion of a licensed or registered professional practicing in the same licensing

jurisdiction as the project in dispute. The professional who prepares the written opinion must be licensed or registered in the discipline or technical specialty that is the basis for the dispute. The written opinion of the licensed or registered professional must indicate that, in the professional opinion of the writer, GeoEngineers violated the prevailing standard of care in delivery of its services. Further, the written opinion must describe the basis for that opinion and a conclusion that the alleged failure to comply with the standard of care was the cause of all or part of the alleged damages. The written opinion must be made available to GeoEngineers for review and comment at least 10 days before the claim or cause of action can be submitted to litigation. The parties agree that this clause was mutually negotiated and is an integral part of the consideration for this Agreement.

Choice of Law

This Agreement is governed by and subject to interpretation pursuant to the laws of the State of Washington.

Biological Pollutants

Our Scope of Services specifically excludes the investigation, detection, prevention or assessment of the presence of Biological Pollutants. The term "Biological Pollutants" includes, but is not limited to, molds, fungi, spores, bacteria, and viruses, and/or any of their byproducts.

Our Instruments of Service will not include any interpretations, recommendations, findings or conclusions pertaining to Biological Pollutants. Accordingly, Client agrees that GeoEngineers will have no liability for any claims alleging a failure to investigate, detect, prevent, assess, or make recommendations for preventing, controlling, or abating Biological Pollutants. Furthermore, Client agrees to defend, indemnify, and hold harmless GeoEngineers from all claims by any third party concerning Biological Pollutants to the extent of the INDEMNIFICATION section in these GENERAL CONDITIONS.

Claims Assistance for Client

If a construction contractor or other party files a claim against Client, relating to services performed by GeoEngineers and Client requires additional information or assistance to evaluate or defend against such claims, we will make our personnel available for consultation with Client's staff and for testimony, if necessary. We will make such essential personnel available upon reasonable notice from Client and Client will reimburse GeoEngineers for such consultation or testimony, including travel costs, at the rates that apply for other services under this Agreement. We will provide services in connection with any such claims pursuant to a written supplement, if necessary, extending this Agreement.

Time Bar to Legal Action

The parties agree that all legal actions by either party against the other concerning our services pursuant to this Agreement or for failure to perform in accordance with the applicable standard of care, however denominated, including but not limited to claims sounding in tort or in contract, and arising out of any alleged loss or any alleged error, will become barred two (2) years from the completion of GeoEngineers' services.

No Third Party Rights

Nothing in this Agreement or as a consequence of any of the services provided gives any rights or benefits to anyone other than Client and GeoEngineers. All duties and responsibilities undertaken pursuant to this Agreement are for the sole and exclusive benefit of Client and GeoEngineers and not for the benefit of any other party. No third party shall have the right to rely on the product of GeoEngineers' services without GeoEngineers' prior written consent and the third party's agreement to be bound to the same terms and conditions as the Client.

Assignment of Contract or Claims

Neither the Client nor GeoEngineers may delegate, assign, sublet, or transfer the duties, interests or responsibilities set forth in this Agreement, or any cause of action or claim relating to the services provided under this Agreement, to other entities without the written consent of the other party.

Survival

These terms and conditions survive the completion of the services under this Agreement and the termination of this Agreement, whether for cause or for convenience.

Severability

If any provision of this Agreement is ever held to be unenforceable, all remaining provisions will continue in full force and effect. Client and GeoEngineers agree that they will attempt in good faith to replace any unenforceable provision with one that is valid and enforceable, and which conforms as closely as possible with the original intent of any unenforceable provision.

Equal Opportunity Employment

GeoEngineers is an Equal Opportunity and Affirmative Action Employer. GeoEngineers shall abide by, and shall require that any subcontractors or vendors hired by GeoEngineers abide by, the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a) which are incorporated as part of this Agreement. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status.

Schedule of Charges – 2019

COMPENSATION

Our compensation will be determined on the basis of time and expenses in accordance with the following schedule unless a lump sum amount is so indicated in the proposal or services agreement. Current rates are:

Professional Staff

Staff 1 Scientist/Analyst	\$	113/hour
Staff 1 Engineer	\$	120/hour
Staff 2 Scientist/Analyst	\$	130/hour
Staff 2 Engineer	\$	137/hour
Staff 3 Scientist/Analyst	\$	150/hour
Staff 3 Engineer	\$	156/hour
Scientist/Analyst 1	\$	174/hour
Engineer 1	\$	180/hour
Scientist/Analyst 2	\$	180/hour
Engineer 2	\$	185/hour
Senior Engineer/Scientist/Analyst 1	\$	201/hour
Senior Engineer/Scientist/Analyst 2	\$	220/hour
Associate	\$	232/hour
Principal	\$	253/hour
Senior Principal	\$	281/hour

Technical Support Staff

Administrator 1	\$	80/hour
Administrator 2	\$	92/hour
Administrator 3	\$	104/hour
CAD Technician	\$	103/hour
CAD Designer	\$	119/hour
CAD Design Coordinator	\$	129/hour
Technician	\$	86/hour
Senior Technician	\$	104/hour
Lead Technician	\$	113/hour

Contracted professional and technical services will be charged at the applicable hourly rates listed above. Staff time spent in depositions, trial preparation and court or hearing testimony will be billed at one and one-half times the above rates. Time spent in either local or inter-city travel, when travel is in the interest of this contract, will be charged in accordance with the foregoing schedule. Rates for data storage and web-based access will be provided on a project-specific basis.

Equipment

Air Sparging Field Test, per day	\$	100.00
Air/Vapor Monitoring Equipment (PID, 5-Gas Meter), per day	\$	100.00
Asbestos Sample Kit	\$	25.00
Blastmate, per day	\$	100.00
D&M Sampler, per day	\$	80.00
DO (Dissolved Oxygen) Kit	\$	20.00
Dynamic Cone Penetrometer, per day	\$	40.00
E-Tape (Electric Tape), per day	\$	25.00
Field Data Acquisition Equipment	\$	50.00
Field Gear / Reconnaissance, per day	\$	50.00
Gas Detection Meters, per day	\$	100.00
Generator, per day	\$	100.00
Groundwater Pressure Transducer w/ Datalogger, per day	\$	50.00
Groundwater Pressure Transducer w/ Datalogger, per week	\$	200.00
Hand Auger, per day	\$	20.00
Inclinometer Probe, per day, 1/2 day minimum	\$	200.00
Interface Probe, per day	\$	50.00
Iron Test Kit	\$	20.00
Laser Level, per day	\$	50.00
Low Flow Groundwater Sampling Equipment, per day	\$	225.00
Multiparameter Water Quality Meter, per day	\$	80.00
Nuclear Density Gage, per hour, 1/2 day minimum	\$	10.00
Peristaltic Pump, per day	\$	50.00
pH Probe, per day	\$	15.00
PID, FID or OVA, per day	\$	100.00
Saximeter, per day	\$	50.00
Scuba Diving Gear, per day/per diver	\$	250.00
Shallow Soil Exploration Equipment, per day	\$	50.00
Soil Field Screening Equipment, per day	\$	15.00
Soil Sample Kit	\$	15.00
Steam Flow Meter, per day	\$	15.00
Strain Gauge Readout Equipment, per day	\$	50.00
Surface Water Flow Meter, per day, 1/2 day minimum	\$	50.00
Surface Water Quality Monitoring Equipment, per day	\$	50.00
Turbidity Meter, per day	\$	30.00
Vehicle usage, per mile, or \$50/day, whichever is greater	\$	0.65

Specialized and miscellaneous field equipment, at current rates, list available upon request.

OTHER SERVICES, SUPPLIES AND SPECIAL TAXES

Charges for services, equipment, supplies and facilities not furnished in accordance with the above schedule, and any unusual items of expense not customarily incurred in our normal operations, are charged at cost plus 15 percent. This includes shipping charges, subsistence, transportation, printing and reproduction, miscellaneous supplies and rentals, surveying services, drilling equipment, construction equipment, watercraft, aircraft, and special insurance which may be required. Taxes required by local jurisdictions for projects in specific geographic areas will be charged to projects at direct cost.

Per diem may be charged in lieu of subsistence and lodging.

Routinely used field supplies stocked in-house by GeoEngineers, at current rates, list available upon request.

In-house testing for geotechnical soil characteristics at current rates, list available upon request.

Associated Project Costs (APC)

Computer hardware and software, telephone and fax communications, printing and photocopying and routine postage via USPS will be charged at a flat rate of 6 percent of labor charges. These charges are labeled as Associated Project Costs (APC).

All rates are subject to change upon notification.

Laboratory Schedule of Charges – 2019

Type of Test	Unit Price
Soil Index and Classification Tests	
Soil Description (ASTM D 2488)	\$ 16
Moisture Content	
Oven (ASTM D 2216)	\$ 20
Moisture/Density (ASTM D 7263, D 2937)	
Rings	\$ 40
Shelby Tubes, waxed chunk	\$ 50
Tubes (liners), chunk	\$ 50
Particle Size Analysis	
Percent Passing No. 200 (ASTM D 1140)	\$ 85
Sieve (ASTM D 422, D 6913, C 136 includes minus 200 Wash, Dry Sieve)	\$ 125
Hydrometer Only (ASTM D 422, minus #10 fraction)	\$ 160
Combined Sieve and Hydrometer (ASTM D 422-63)	\$ 230
Organic Content (ASTM D 2974)	\$ 70
Specific Gravity (ASTM D 854)	\$ 90
Atterberg Limits (ASTM D 4318)	\$ 175
Nonplastic	\$ 70
Organic	\$ 50
Porosity (includes Moisture Content, Dry Density, and Specific Gravity) (ASTM D 7263)	\$ 130
Compaction (ASTM D 698/D 1557, AASHTO T 99/T 180, Methods A, B and C)	
Granular/Cohesive (1 Point)	\$ 110
Granular (4 Point)	\$ 250
Cohesive (4 Point)	\$ 275
Shrinkage Factors of Soils by Wax Method (ASTM D 4943)	\$ 70
Strength and Consolidation Tests	
Triaxial Compression	
Unconfined Comp. Strength – UCS (ASTM D 2166)	\$ 130
Unconsolidated Undrained – UU (ASTM D 2850)	\$ 250
Unconsolidated Undrained (back pressure saturation)	\$ 480
Consolidated Undrained – CU (ASTM D 4767) with pore pressure measurement	\$ 600
Consolidated Drained – CD (Army Corps of Engineers EM 1110-2-1906 Appendix X)	\$ 650
Consolidated Undrained or Consolidated Drained (3 points, staged)	\$ 1,500
Consolidation (ASTM D 2435)	
With 2 timed load increments	\$ 600
Additional timed load increments, each	\$ 60
Constant Rate of Strain Consolidation (ASTM D 4186)	\$ 675
One-Dimensional Swell (ASTM D 4546)	
Methods A and B	\$ 400
Method C	\$ 650
CBR, 1 point with Proctor (ASTM D 1883)	\$ 450
Additional points, each	\$ 125
Corrosion Tests	
Soil Resistivity (ASTM G 187)	\$ 65
pH of Soil (ASTM D 4972 / G 51)	\$ 40
Soluble Sulfates (US EPA 375.4)	\$ 50
Sulfides	\$ 45
Ductile Iron Pipe Research Association 10 Point Soil Evaluation Procedure (ANSI/ANSW C105/A21.5). Includes evaluation of resistivity, pH, Redox potential, sulfides and moisture)	\$ 155

Type of Test	Unit Price	
Permeability Tests		
Constant or falling head in rigid wall permeameter (ASTM D 2434, D 5856)	\$	325
In triaxial cell with back pressure saturation (ASTM D 5084)	\$	700
Soil Sample Preparation		
Extrusion – Extrude and log (visual classification) Shelby tube sample	\$	65
Remolding – Remolding a soil sample to desired moisture and density	\$	42 - 105
Soil – Cement/Lime Treatment	\$	Hourly - negotiated
Aggregate and Rock Tests		
Unconfined Compression Test (ASTM D 7012)		
One test only	\$	120
More than one test	\$	100
Percent of Fracture (WSDOT 103)	\$	60
Sand Equivalent (AASHTO T 176)	\$	90
Specific Gravity, Fine/Coarse Aggregate (ASTM C 127, C 128)	\$	75/120
Point Load Test or Rock Core (ASTM D5731)	\$	75
Concrete, Mortar and Grout Tests		
Concrete Cyl (strip, log, cure, break, report)	\$	35
Mortar Cyl (strip, log, cure, break, report)	\$	35
Grout Cyl (strip, log, cure, break, report)	\$	35
Grout Cubes (strip, log, cure, break, report)	\$	30

*Please contact us regarding test procedures which are not listed or for tests on contaminated soils. Negotiated unit rates or hourly rates will be charged for these procedures.

**Not WABO-certified.

NEW BUSINESS: Department of Commerce Grant Contract
ITEM 10D.

FROM: Scott Pingel, City Manager

RECOMMENDED MOTION: I move to adopt Resolution No. _____, authorizing the City Manager to execute a grant contract with the Washington Department of Commerce for \$750,000 for the Fircrest Community Pool project as approved by the Washington State Legislature through the State Capital Budget.

PROPOSAL: The Council is being asked to authorize the City Manager to execute the grant contract with the Department of Commerce for the \$750,000 secured through the State Capital Budget. This is the grant secured through the supplemental budget last year (2018).

FISCAL IMPACT: \$750,000 grant towards the pool portion of the project.

ADVANTAGE: This contract allows us to access grant funds approved through 2018 State Supplemental Capital Budget.

DISADVANTAGES: None identified.

ALTERNATIVES: Not access grant funds.

HISTORY: The City of Fircrest recently awarded the construction contract for the Pool and Bathhouse project to Kassel & Associates. The City anticipates providing Kassel & Associates a Notice to Proceed effective August 19, 2019. The City was successful in being awarded \$750,000 in the State Capital Budget in 2018 towards this project.

ATTACHMENTS: [Resolution](#)
[Department of Commerce Grant Contract](#)

**CITY OF FIRCREST
RESOLUTION NO. ____**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
FIRCREST, WASHINGTON, AUTHORIZING THE CITY MANAGER
TO EXECUTE A GRANT CONTRACT WITH THE WASHINGTON
DEPARTMENT OF COMMERCE FOR \$750,000 FOR THE FIRCREST
COMMUNITY POOL PROJECT AS APPROVED BY THE
WASHINGTON STATE LEGISLATURE THROUGH THE STATE
CAPITAL BUDGET.**

WHEREAS, the City was successful in being awarded \$750,000 in the State Capital Budget in 2018 towards the Fircrest Community Center and Pool project; and

WHEREAS, the City of Fircrest recently awarded the construction contract for the Pool and Bathhouse project to Kassel & Associates; and

WHEREAS, the City desires to apply the \$750,000 grant towards the towards the Pool and Bathhouse project. 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 grant contract with the Washington Department of Commerce for \$750,000 for the Fircrest Community Pool project as approved by the Washington State Legislature through the State Capital Budget.

**APPROVED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF
FIRCREST, WASHINGTON**, at a regular meeting thereof this 13th day of August 2019.

APPROVED:

Hunter T. George, Mayor

ATTEST:

Jessica Nappi, City Clerk

APPROVED AS TO FORM:

Michael B. Smith, City Attorney



Department of Commerce

Grant to

City of Fircrest

through

The 2019 Local and Community Projects Program

For

Fircrest Community Pool – to install a new 6-lane lap pool, diving area, wading area, toddler wading pool, vortex area, and a new stand-alone bathhouse

Start date:

March 27, 2018

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Attachment A, Scope of Work; Attachment B, Budget; Attachment C, Availability of Funds;
Attachment D Certification of Prevailing Wages; Attachment E, Certification of LEED

FACE SHEET

Grant Number: 19-96619-022

Washington State Department of Commerce Local Government Division Community Capital Facilities Unit

1. GRANTEE City of Fircrest 115 Ramsdell St. Fircrest, Washington 98466		2. GRANTEE Doing Business As (optional)	
3. Grantee Representative Scott Pringel City Manager spingel@cityoffircrest.net		4. COMMERCE Representative Addie Craig Project Manager (360) 688-0041 Fax 360-586-5880 addeline.craig@commerce.wa.gov <div style="float: right; text-align: right;"> P.O. Box 42525 1011 Plum Street SE Olympia, WA 98504-2525 </div>	
5. Grant Amount \$727,500.00	6. Funding Source Federal: <input type="checkbox"/> State: <input checked="" type="checkbox"/> Other: <input type="checkbox"/> N/A: <input type="checkbox"/>	7. Start Date 3/27/2018	8. End Date 6/30/2021
9. Federal Funds (as applicable) N/A		<div style="display: flex; justify-content: space-between;"> <div> <u>Federal Agency</u> N/A </div> <div> <u>CFDA Number</u> N/A </div> </div>	
10. Tax ID # 91-6001431	11. SWV # SWV0007707-01	12. UBI # 278-009-045-8	13. DUNS # N/A
14. Grant Purpose The outcome of this performance-based contract is to install a new 6-lane lap pool, diving area, wading area, toddler wading pool, vortex area, and a new stand-alone bathhouse as referenced in Attachment A – Scope of Work.			
COMMERCE, defined as the Department of Commerce, and the GRANTEE, as defined above, acknowledge and accept the terms of this Grant and attachments and have executed this Grant on the date below to start as of the date and year referenced above. The rights and obligations of both parties to this Grant are governed by this Grant and the following other documents incorporated by reference: Grant Terms and Conditions including Attachment “A” – Scope of Work, Attachment “B” – Budget, Attachment “C” – Certification of Availability of Funds to Complete the Project, Attachment “D” – Certification of the Payment and Reporting of Prevailing Wages, Attachment “E” – Certification of Intent to Enter LEED process.			
FOR GRANTEE <div style="border-bottom: 1px solid black; margin-bottom: 20px; width: 90%;"> Scott Pingel, City Manager </div> <div style="border-bottom: 1px solid black; width: 90%;"> Date </div>		FOR COMMERCE <div style="border-bottom: 1px solid black; margin-bottom: 20px; width: 90%;"> Mark K. Barkley, Assistant Director </div> <div style="border-bottom: 1px solid black; width: 90%;"> Date </div> <div style="margin-top: 10px;"> APPROVED <div style="border-bottom: 1px solid black; width: 90%; margin-bottom: 10px;"></div> <div style="border-bottom: 1px solid black; width: 90%;"></div> <div style="border-bottom: 1px solid black; width: 90%;"></div> <div style="border-bottom: 1px solid black; width: 90%;"></div> </div>	

**SPECIAL TERMS AND CONDITIONS
GENERAL GRANT
STATE FUNDS**

THIS CONTRACT, entered into by and between City of Fircrest (a unit of local government) hereinafter referred to as the GRANTEE), and the Washington State Department of Commerce (hereinafter referred to as COMMERCE), WITNESSES THAT:

WHEREAS, COMMERCE has the statutory authority under RCW 43.330.050 (5) to cooperate with and provide assistance to local governments, businesses, and community-based organizations; and

WHEREAS, COMMERCE is also given the responsibility to administer state funds and programs which are assigned to COMMERCE by the Governor or the Washington State Legislature; and

WHEREAS, the Washington State Legislature has, in Laws of 2018, Chapter 298, Section 1012, made an appropriation to support the 2019 Local and Community Projects Program, and directed COMMERCE to administer those funds; and

WHEREAS, the enabling legislation also stipulates that the GRANTEE is eligible to receive funding for acquisition, construction, or rehabilitation (a venture hereinafter referred to as the "Project").

NOW, THEREFORE, in consideration of covenants, conditions, performances, and promises hereinafter contained, the parties hereto agree as follows:

1. GRANT MANAGEMENT

The Representative for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Grant.

The Representative for COMMERCE and their contact information are identified on the Face Sheet of this Grant.

The Representative for the GRANTEE and their contact information are identified on the Face Sheet of this Grant.

2. COMPENSATION

COMMERCE shall pay an amount not to exceed \$727,500.00 for the capital costs necessary for or incidental to the performance of work as set forth in the Scope of Work.

3. CERTIFICATION OF FUNDS PERFORMANCE MEASURES

A. The release of state funds under this contract is contingent upon the GRANTEE certifying that it has expended or has access to funds from non-state sources as set forth in ATTACHMENT C (CERTIFICATION OF THE AVAILABILITY OF FUNDS TO COMPLETE THE PROJECT), hereof. Such non-state sources may consist of a combination of any of the following:

- i) Eligible Project expenditures prior to the execution of this contract.
- ii) Cash dedicated to the Project.
- iii) Funds available through a letter of credit or other binding loan commitment(s).
- iv) Pledges from foundations or corporations.
- v) Pledges from individual donors.

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- vi) The value of real property when acquired solely for the purposes of this Project, as established and evidenced by a current market value appraisal performed by a licensed, professional real estate appraiser, or a current property tax statement. COMMERCE will not consider appraisals for prospective values of such property for the purposes of calculating the amount of non-state matching fund credit.
- vii) In-kind contributions, subject to COMMERCE'S approval.

- B.** The GRANTEE shall maintain records sufficient to evidence that it has access to or has expended funds from such non-state sources, and shall make such records available for COMMERCE'S review upon reasonable request.

4. PREVAILING WAGE LAW

The Project funded under this Grant may be subject to state prevailing wage law (Chapter 39.12 RCW). The GRANTEE is advised to consult the Industrial Statistician at the Washington Department of Labor and Industries to determine whether prevailing wages must be paid. COMMERCE is not responsible for determining whether prevailing wage applies to this Project or for any prevailing wage payments that may be required by law.

5. DOCUMENTATION AND SECURITY

The provisions of this section shall apply to capital projects performed by nonprofit organizations that involve the expenditure of over \$500,000 in state funds. Projects for which the grant award or legislative intent documents specify that the state funding is to be used for design only are exempt from this section.

- A. Deed of Trust.** This Grant shall be evidenced by a promissory note and secured by a deed of trust or other appropriate security instrument in favor of COMMERCE (the "Deed of Trust"). The Deed of Trust shall be recorded in the County where the Project is located, and the original returned to COMMERCE after recordation within ninety (90) days of contract execution. The Deed of Trust must be recorded before COMMERCE will reimburse the GRANTEE for any Project costs. The amount secured by the Deed of Trust shall be the amount of the grant as set forth in Section 2, hereof.
- B. Term of Deed of Trust.** The Deed of Trust shall remain in full force and effect for a period of ten (10) years following the final payment of state funds to the GRANTEE under this grant. Upon satisfaction of the ten-year term requirement and all other grant terms and conditions, COMMERCE shall, upon written request of the GRANTEE, take appropriate action to reconvey the Deed of Trust.
- C. Title Insurance.** The GRANTEE shall purchase an extended coverage lender's policy of title insurance insuring the lien position of the Deed of Trust in an amount not less than the amount of the grant.
- D. Subordination.** COMMERCE may agree to subordinate its deed of trust upon request from a private or public lender. Any such request shall be submitted to COMMERCE in writing, and COMMERCE shall respond to the request in writing within thirty (30) days of receiving the request.

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6. BASIS FOR ESTABLISHING REAL PROPERTY VALUES FOR ACQUISITIONS OF REAL PROPERTY PERFORMANCE MEASURES

When the grant is used to fund the acquisition of real property, the value of the real property eligible for reimbursement under this grant shall be established as follows:

- a. GRANTEE purchases of real property from an independent third-party seller shall be evidenced by a current appraisal prepared by a licensed Washington State commercial real estate appraiser, or a current property tax statement.
- b. GRANTEE purchases of real property from a subsidiary organization, such as an affiliated LLC, shall be evidenced by a current appraisal prepared by a licensed Washington State commercial real estate appraiser or the prior purchase price of the property plus holding costs, whichever is less.

7. EXPENDITURES ELIGIBLE FOR REIMBURSEMENT

The GRANTEE may be reimbursed, at the rate set forth elsewhere in this contract, for Project expenditures in the following cost categories:

- A. Real property, and costs directly associated with such purchase, when purchased or acquired solely for the purposes of the Project;
- B. Design, engineering, architectural, and planning;
- C. Construction management and observation (from external sources only);
- D. Construction costs including, but not limited to, the following:
 - Site preparation and improvements;
 - Permits and fees;
 - Labor and materials;
 - Taxes on Project goods and services;
 - Capitalized equipment;
 - Information technology infrastructure; and
 - Landscaping.

8. BILLING PROCEDURES AND PAYMENT

COMMERCE shall reimburse the GRANTEE for one-hundred percent (100%) of eligible Project expenditures, up to the maximum payable under this contract. When requesting reimbursement for expenditures made, the GRANTEE shall submit to COMMERCE a signed and completed Invoice Voucher (Form A-19), that documents capitalized Project activity performed – by budget line item – for the billing period.

The GRANTEE shall evidence the costs claimed on each voucher by including copies of each invoice received from vendors providing Project goods or services covered by the contract. The GRANTEE shall also provide COMMERCE with a copy of the cancelled check or electronic funds transfer, as applicable, that confirms that they have paid each expenditure being claimed. The cancelled checks or electronic funds transfers may be submitted to COMMERCE at the time the voucher is initially submitted, or within thirty (30) days thereafter.

The voucher must be certified (signed) by an official of the GRANTEE with authority to bind the GRANTEE. The final voucher shall be submitted to COMMERCE within sixty (60) days following the completion of work or other termination of this contract, or within fifteen (15) days following the end of the state biennium unless contract funds are reappropriated by the Legislature in accordance with Section 18, hereof.

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Each request for payment must be accompanied by a Project Status Report, which describes, in narrative form, the progress made on the Project since the last invoice was submitted, as well as a report of Project status to date. COMMERCE will not release payment for any reimbursement request received unless and until the Project Status Report is received. After approving the Invoice Voucher and Project Status Report, COMMERCE shall promptly remit a warrant to the GRANTEE.

COMMERCE will pay GRANTEE upon acceptance of services provided and receipt of properly completed invoices, which shall be submitted to the Representative for COMMERCE not more often than monthly.

Payment shall be considered timely if made by COMMERCE within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the GRANTEE.

COMMERCE may, in its sole discretion, terminate the Grant or withhold payments claimed by the GRANTEE for services rendered if the GRANTEE fails to satisfactorily comply with any term or condition of this Grant.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by COMMERCE.

Duplication of Billed Costs

The GRANTEE shall not bill COMMERCE for services performed under this Agreement, and COMMERCE shall not pay the GRANTEE, if the GRANTEE is entitled to payment or has been or will be paid by any other source, including grants, for that service.

Disallowed Costs

The GRANTEE is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subgrantees.

9. SUBCONTRACTOR DATA COLLECTION

Contractor will submit reports, in a form and format to be provided by Commerce and at intervals as agreed by the parties, regarding work under this Grant performed by subcontractors and the portion of Grant funds expended for work performed by subcontractors, including but not necessarily limited to minority-owned, woman-owned, and veteran-owned business subcontractors. "Subcontractors" shall mean subcontractors of any tier.

10. INSURANCE

The GRANTEE shall provide insurance coverage as set out in this section. The intent of the required insurance is to protect the state of Washington should there be any claims, suits, actions, costs, damages or expenses arising from any loss, or negligent or intentional act or omission of the GRANTEE, or Subgrantee, or agents of either, while performing under the terms of this Grant.

The insurance required shall be issued by an insurance company authorized to do business within the state of Washington. The insurance shall name the state of Washington, its agents, officers, and employees as additional insureds under the insurance policy. All policies shall be primary to any other valid and collectable insurance. The GRANTEE shall instruct the insurers to give COMMERCE thirty (30) calendar days advance notice of any insurance cancellation or modification.

The GRANTEE shall submit to COMMERCE within fifteen (15) calendar days of the Grant start date, a certificate of insurance which outlines the coverage and limits defined in this insurance section. During the term of the Grant, the GRANTEE shall submit renewal certificates not less than thirty (30) calendar days prior to expiration of each policy required under this section.

The GRANTEE shall provide insurance coverage that shall be maintained in full force and effect during the term of this Grant, as follows:

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Commercial General Liability Insurance Policy. Provide a Commercial General Liability Insurance Policy, including contractual liability, written on an occurrence basis, in adequate quantity to protect against legal liability arising out of Grant activity but no less than \$1,000,000 per occurrence. Additionally, the GRANTEE is responsible for ensuring that any Subgrantees provide adequate insurance coverage for the activities arising out of subgrants.

Fidelity Insurance. Every officer, director, employee, or agent who is authorized to act on behalf of the GRANTEE for the purpose of receiving or depositing funds into program accounts or issuing financial documents, checks, or other instruments of payment for program costs shall be insured to provide protection against loss:

- A. The amount of fidelity coverage secured pursuant to this Grant shall be \$2,000,000 or the highest of planned reimbursement for the Grant period, whichever is lowest. Fidelity insurance secured pursuant to this paragraph shall name COMMERCE as beneficiary.
- B. Subgrantees that receive \$10,000 or more per year in funding through this Grant shall secure fidelity insurance as noted above. Fidelity insurance secured by Subgrantees pursuant to this paragraph shall name the GRANTEE and the GRANTEE's fiscal agent as beneficiary.
- C. The GRANTEE shall provide, at COMMERCE's request, copies of insurance instruments or certifications from the insurance issuing agency. The copies or certifications shall show the insurance coverage, the designated beneficiary, who is covered, the amounts, the period of coverage, and that COMMERCE will be provided thirty (30) days advance written notice of cancellation.

GRANTEES and Local Governments that Participate in a Self-Insurance Program.

Self-Insured/Liability Pool or Self-Insured Risk Management Program – With prior approval from COMMERCE, the GRANTEE may provide the coverage above under a self-insured/liability pool or self-insured risk management program. In order to obtain permission from COMMERCE, the GRANTEE shall provide: (1) a description of its self-insurance program, and (2) a certificate and/or letter of coverage that outlines coverage limits and deductibles. All self-insured risk management programs or self-insured/liability pool financial reports must comply with Generally Accepted Accounting Principles (GAAP) and adhere to accounting standards promulgated by: 1) Governmental Accounting Standards Board (GASB), 2) Financial Accounting Standards Board (FASB), and 3) the Washington State Auditor's annual instructions for financial reporting. GRANTEE's participating in joint risk pools shall maintain sufficient documentation to support the aggregate claim liability information reported on the balance sheet. The state of Washington, its agents, and employees need not be named as additional insured under a self-insured property/liability pool, if the pool is prohibited from naming third parties as additional insured.

GRANTEE shall provide annually to COMMERCE a summary of coverages and a letter of self insurance, evidencing continued coverage under GRANTEE's self-insured/liability pool or self-insured risk management program. Such annual summary of coverage and letter of self insurance will be provided on the anniversary of the start date of this Agreement.

11. ORDER OF PRECEDENCE

In the event of an inconsistency in this Grant, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable federal and state of Washington statutes and regulations
- Special Terms and Conditions
- General Terms and Conditions
- Attachment A – Scope of Work
- Attachment B – Budget
- Attachment C – Certification of the Availability of Funds to Complete the Project
- Attachment D – Certification of the Payment and Reporting of Prevailing Wages

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- Attachment E – Certification of Intent to Enter the Leadership in Energy and Environmental Design (LEED) Certification Process

12. REDUCTION IN FUNDS

In the event state funds appropriated for the work contemplated under this contract are withdrawn, reduced, or limited in any way by the Governor or the Washington State Legislature during the contract period, the parties hereto shall be bound by any such revised funding limitations as implemented at the discretion of COMMERCE, and shall meet and renegotiate the contract accordingly.

13. OWNERSHIP OF PROJECT/CAPITAL FACILITIES

COMMERCE makes no claim to any real property improved or constructed with funds awarded under this contract and does not assert and will not acquire any ownership interest in or title to the capital facilities and/or equipment constructed or purchased with state funds under this contract; provided, however, that COMMERCE may be granted a security interest in real property, to secure funds awarded under this contract. This provision does not extend to claims that COMMERCE may bring against the GRANTEE in recapturing funds expended in violation of this contract.

14. CHANGE OF OWNERSHIP OR USE FOR GRANTEE-OWNED PROPERTY

- A. The GRANTEE understands and agrees that any and all real property or facilities owned by the GRANTEE that are acquired, constructed, or otherwise improved by the GRANTEE using state funds under this contract, shall be held and used by the GRANTEE for the purpose or purposes stated elsewhere in this contract for a period of at least ten (10) years from the date the final payment is made hereunder.
- B. This provision shall not be construed to prohibit the GRANTEE from selling any property or properties described in this section; Provided, that any such sale shall be subject to prior review and approval by COMMERCE, and that all proceeds from such sale shall be applied to the purchase price of a different facility or facilities of equal or greater value than the original facility and that any such new facility or facilities will be used for the purpose or purposes stated elsewhere in this contract.
- C. In the event the GRANTEE is found to be out of compliance with this section, the GRANTEE shall repay to the state general fund the principal amount of the grant as stated in Section 1, hereof, plus interest calculated at the rate of interest on state of Washington general obligation bonds issued most closely to the effective date of the legislation in which the subject facility was authorized. Repayment shall be made pursuant to Section 26 (Recapture provision).

15. CHANGE OF USE FOR LEASED PROPERTY PERFORMANCE MEASURE

- A. The GRANTEE understands and agrees that any facility leased by the GRANTEE that is constructed, renovated, or otherwise improved using state funds under this contract shall be used by the GRANTEE for the purpose or purposes stated elsewhere in this contract for a period of at least ten (10) years from the date the final payment is made hereunder.
- B. In the event the GRANTEE is found to be out of compliance with this section, the GRANTEE shall repay to the state general fund the principal amount of the grant as stated in Section 1, hereof, plus interest calculated at the rate of interest on state of Washington general obligation bonds issued most closely to the effective date of the legislation in which the subject facility was authorized. Repayment shall be made pursuant to Section 19 (Recapture Provision).

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16. MODIFICATION TO THE PROJECT BUDGET

- A. Notwithstanding any other provision of this contract, the GRANTEE may, at its discretion, make modifications to line items in the Project Budget (Attachment B), hereof, that will not increase the line item by more than fifteen percent (15%).
- B. The GRANTEE shall notify COMMERCE in writing (by email or regular mail) when proposing any budget modification or modifications to a line item in the Project Budget (Attachment B,) hereof, that would increase the line item by more than fifteen percent (15%). Conversely, COMMERCE may initiate the budget modification approval process if presented with a request for payment under this contract that would cause one or more budget line items to exceed the 15 percent (15%) threshold increase described above.
- C. Any such budget modification or modifications as described above shall require the written approval of COMMERCE (by email or regular mail), and such written approval shall amend the Project Budget. Each party to this contract will retain and make any and all documents related to such budget modifications a part of their respective contract file.
- D. Nothing in this section shall be construed to permit an increase in the amount of funds available for the Project, as set forth in Section 2 of this contract.

17. SIGNAGE, MARKERS AND PUBLICATIONS

If, during the period covered by this contract, the GRANTEE displays or circulates any communication, publication, or donor recognition identifying the financial participants in the Project, any such communication or publication must identify "The Taxpayers of Washington State" as a participant.

18. HISTORICAL AND CULTURAL ARTIFACTS

Prior to approval and disbursement of any funds awarded under this Contract, Contractor shall complete the requirements of Governor's Executive Order 05-05, where applicable, or Contractor shall complete a review under Section 106 of the National Historic Preservation Act, if applicable. Contractor agrees that the Contractor is legally and financially responsible for compliance with all laws, regulations, and agreements related to the preservation of historical or cultural resources and agrees to hold harmless COMMERCE and the state of Washington in relation to any claim related to such historical or cultural resources s discovered, disturbed, or damaged as a result of the project funded by this Contract.

In addition to the requirements set forth in this Contract, Contractor shall, in accordance with Governor's Executive Order 05-05, coordinate with Commerce and the Washington State Department of Archaeology and Historic Preservation ("DAHP"), including any recommended consultation with any affected tribe(s), during Project design and prior to construction to determine the existence of any tribal cultural resources affected by Project. Contractor agrees to avoid, minimize, or mitigate impacts to the cultural resource as a continuing prerequisite to receipt of funds under this Contract.

The Contractor agrees that, unless the Contractor is proceeding under an approved historical and cultural monitoring plan or other memorandum of agreement, if historical or cultural artifacts are discovered during construction, the Contractor shall immediately stop construction and notify the local historical preservation officer and the state's historical preservation officer at DAHP, and the Commerce Representative identified on the Face Sheet. If human remains are uncovered, the Contractor shall report the presence and location of the remains to the coroner and local enforcement immediately, then contact DAHP and the concerned tribe's cultural staff or committee.

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The Contractor shall require this provision to be contained in all subcontracts for work or services related to the Scope of Work attached hereto.

In addition to the requirements set forth in this Contract, Contractor agrees to comply with RCW 27.44 regarding Indian Graves and Records; RCW 27.53 regarding Archaeological Sites and Resources; RCW 68.60 regarding Abandoned and Historic Cemeteries and Historic Graves; and WAC 25-48 regarding Archaeological Excavation and Removal Permits.

Completion of the requirements of Section 106 of the National Historic Preservation Act shall substitute for completion of Governor's Executive Order 05-05.

In the event that the Contractor finds it necessary to amend the Scope of Work the Contractor may be required to re-comply with Governor's Executive Order 05-05 or Section 106 of the National Historic Preservation Act.

19. REAPPROPRIATION

- A. The parties hereto understand and agree that any state funds not expended by June 30, 2019 will lapse on that date unless specifically reappropriated by the Washington State Legislature. If funds are so reappropriated, the state's obligation under the terms of this contract shall be contingent upon the terms of such reappropriation.
- B. In the event any funds awarded under this contract are reappropriated for use in a future biennium, COMMERCE reserves the right to assign a reasonable share of any such reappropriation for administrative costs.

20. TERMINATION FOR FRAUD OR MISREPRESENTATION

In the event the GRANTEE commits fraud or makes any misrepresentation in connection with the Grant application or during the performance of this contract, COMMERCE reserves the right to terminate or amend this contract accordingly, including the right to recapture all funds disbursed to the GRANTEE under the Grant.

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1. DEFINITIONS

As used throughout this Grant, the following terms shall have the meaning set forth below:

- A. "Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.
- B. "COMMERCE" shall mean the Department of Commerce.
- C. "GRANTEE" shall mean the entity identified on the face sheet performing service(s) under this Grant, and shall include all employees and agents of the GRANTEE.
- D. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.
- E. "State" shall mean the state of Washington.
- F. "Subgrantee/subcontractor" shall mean one not in the employment of the GRANTEE, who is performing all or part of those services under this Grant under a separate Grant with the GRANTEE. The terms "subgrantee/subcontractor" refers to any tier.
- G. "Subrecipient" shall mean a non-federal entity that expends federal awards received from a pass-through entity to carry out a federal program, but does not include an individual that is a beneficiary of such a program. It also excludes vendors that receive federal funds in exchange for goods and/or services in the course of normal trade or commerce.
- H. "Vendor" is an entity that agrees to provide the amount and kind of services requested by COMMERCE; provides services under the grant only to those beneficiaries individually determined to be eligible by COMMERCE and, provides services on a fee-for-service or per-unit basis with contractual penalties if the entity fails to meet program performance standards.

2. ACCESS TO DATA

In compliance with RCW 39.26.180, the GRANTEE shall provide access to data generated under this Grant to COMMERCE, the Joint Legislative Audit and Review Committee, and the Office of the State Auditor at no additional cost. This includes access to all information that supports the findings, conclusions, and recommendations of the GRANTEE's reports, including computer models and the methodology for those models.

3. ADVANCE PAYMENTS PROHIBITED

No payments in advance of or in anticipation of goods or services to be provided under this Grant shall be made by COMMERCE.

4. ALL WRITINGS CONTAINED HEREIN

This Grant contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Grant shall be deemed to exist or to bind any of the parties hereto.

5. AMENDMENTS

This Grant may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

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6. AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, also referred to as the “ADA” 28 CFR Part 35

The GRANTEE must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

7. ASSIGNMENT

Neither this Grant, nor any claim arising under this Grant, shall be transferred or assigned by the GRANTEE without prior written consent of COMMERCE.

8. ATTORNEYS’ FEES

Unless expressly permitted under another provision of the Grant, in the event of litigation or other action brought to enforce Grant terms, each party agrees to bear its own attorneys fees and costs.

9. AUDIT

A. General Requirements

COMMERCE reserves the right to require an audit. If required, GRANTEEs are to procure audit services based on the following guidelines.

The GRANTEE shall maintain its records and accounts so as to facilitate audits and shall ensure that subgrantees also maintain auditable records.

The GRANTEE is responsible for any audit exceptions incurred by its own organization or that of its subgrantees.

COMMERCE reserves the right to recover from the GRANTEE all disallowed costs resulting from the audit.

Responses to any unresolved management findings and disallowed or questioned costs shall be included with the audit report. The GRANTEE must respond to COMMERCE requests for information or corrective action concerning audit issues within thirty (30) days of the date of request.

B. State Funds Requirements

In the event an audit is required, if the GRANTEE is a state or local government entity, the Office of the State Auditor shall conduct the audit. Audits of non-profit organizations are to be conducted by a certified public accountant selected by the GRANTEE.

The GRANTEE shall include the above audit requirements in any subcontracts.

In any case, the GRANTEE’s records must be available for review by COMMERCE.

C. Documentation Requirements

The GRANTEE must send a copy of the audit report described above no later than nine (9) months after the end of the GRANTEE’s fiscal year(s) by sending a scanned copy to auditreview@commerce.wa.gov or a hard copy to:

Department of Commerce
ATTN: Audit Review and Resolution Office
1011 Plum Street SE
PO Box 42525
Olympia WA 98504-2525

In addition to sending a copy of the audit, when applicable, the GRANTEE must include:

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- Corrective action plan for audit findings within three (3) months of the audit being received by COMMERCE.
- Copy of the Management Letter.

If the GRANTEE is required to obtain a Single Audit consistent with Circular A-133 requirements, a copy must be provided to COMMERCE; no other report is required.

10. CONFIDENTIALITY/SAFEGUARDING OF INFORMATION

- A. "Confidential Information" as used in this section includes:
1. All material provided to the GRANTEE by COMMERCE that is designated as "confidential" by COMMERCE;
 2. All material produced by the GRANTEE that is designated as "confidential" by COMMERCE; and
 3. All personal information in the possession of the GRANTEE that may not be disclosed under state or federal law. "Personal information" includes but is not limited to information related to a person's name, health, finances, education, business, use of government services, addresses, telephone numbers, social security number, driver's license number and other identifying numbers, and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- B. The GRANTEE shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The GRANTEE shall use Confidential Information solely for the purposes of this Grant and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COMMERCE or as may be required by law. The GRANTEE shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the GRANTEE shall provide COMMERCE with its policies and procedures on confidentiality. COMMERCE may require changes to such policies and procedures as they apply to this Grant whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The GRANTEE shall make the changes within the time period specified by COMMERCE. Upon request, the GRANTEE shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the GRANTEE against unauthorized disclosure.
- C. Unauthorized Use or Disclosure. The GRANTEE shall notify COMMERCE within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

11. CONFLICT OF INTEREST

Notwithstanding any determination by the Executive Ethics Board or other tribunal, COMMERCE may, in its sole discretion, by written notice to the CONTRACTOR terminate this contract if it is found after due notice and examination by COMMERCE that there is a violation of the Ethics in Public Service Act, Chapters 42.52 RCW and 42.23 RCW; or any similar statute involving the CONTRACTOR in the procurement of, or performance under this contract.

Specific restrictions apply to contracting with current or former state employees pursuant to chapter 42.52 of the Revised Code of Washington. The CONTRACTOR and their subcontractor(s) must identify any person employed in any capacity by the state of Washington that worked on this Grant, or any matter related to the project funded under this Grant or any other state funded project, including but not limited to formulating or drafting legislation, participating in grant procurement, planning and execution, awarding grants, or monitoring grants, during the 24 month period preceding the start date of this Grant. Any person identified by the CONTRACTOR and their subcontractors(s) must be

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identified individually by name, the agency previously or currently employed by, job title or position held, and separation date. If it is determined by COMMERCE that a conflict of interest exists, the CONTRACTOR may be disqualified from further consideration for the award of a Grant.

In the event this contract is terminated as provided above, COMMERCE shall be entitled to pursue the same remedies against the CONTRACTOR as it could pursue in the event of a breach of the contract by the CONTRACTOR. The rights and remedies of COMMERCE provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law. The existence of facts upon which COMMERCE makes any determination under this clause shall be an issue and may be reviewed as provided in the "Disputes" clause of this contract.

12. COPYRIGHT PROVISIONS

Unless otherwise provided, all Materials produced under this Grant shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by COMMERCE. COMMERCE shall be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, the GRANTEE hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to COMMERCE effective from the moment of creation of such Materials.

"Materials" means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. "Ownership" includes the right to copyright, patent, register and the ability to transfer these rights.

For Materials that are delivered under the Grant, but that incorporate pre-existing materials not produced under the Grant, the GRANTEE hereby grants to COMMERCE a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The GRANTEE warrants and represents that the GRANTEE has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to COMMERCE.

The GRANTEE shall exert all reasonable effort to advise COMMERCE, at the time of delivery of Materials furnished under this Grant, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Grant. The GRANTEE shall provide COMMERCE with prompt written notice of each notice or claim of infringement received by the GRANTEE with respect to any Materials delivered under this Grant. COMMERCE shall have the right to modify or remove any restrictive markings placed upon the Materials by the GRANTEE.

13. DISPUTES

Except as otherwise provided in this Grant, when a dispute arises between the parties and it cannot be resolved by direct negotiation, either party may request a dispute hearing with the Director of COMMERCE, who may designate a neutral person to decide the dispute.

The request for a dispute hearing must:

- be in writing;
- state the disputed issues;
- state the relative positions of the parties;
- state the GRANTEE's name, address, and Contract number; and
- be mailed to the Director and the other party's (respondent's) Grant Representative within three (3) working days after the parties agree that they cannot resolve the dispute.

The respondent shall send a written answer to the requestor's statement to both the Director or the Director's designee and the requestor within five (5) working days.

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The Director or designee shall review the written statements and reply in writing to both parties within ten (10) working days. The Director or designee may extend this period if necessary by notifying the parties.

The decision shall not be admissible in any succeeding judicial or quasi-judicial proceeding.

The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal.

Nothing in this Grant shall be construed to limit the parties' choice of a mutually acceptable alternate dispute resolution (ADR) method in addition to the dispute hearing procedure outlined above.

14. DUPLICATE PAYMENT

COMMERCE shall not pay the GRANTEE, if the GRANTEE has charged or will charge the State of Washington or any other party under any other Grant, subgrant/subcontract, or agreement, for the same services or expenses.

15. GOVERNING LAW AND VENUE

This Grant shall be construed and interpreted in accordance with the laws of the state of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

16. INDEMNIFICATION

To the fullest extent permitted by law, the GRANTEE shall indemnify, defend, and hold harmless the state of Washington, COMMERCE, agencies of the state and all officials, agents and employees of the state, from and against all claims for injuries or death arising out of or resulting from the performance of the contract. "Claim" as used in this contract, means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorneys fees, attributable for bodily injury, sickness, disease, or death, or injury to or the destruction of tangible property including loss of use resulting therefrom.

The GRANTEE's obligation to indemnify, defend, and hold harmless includes any claim by GRANTEE's agents, employees, representatives, or any subgrantee/subcontractor or its employees.

GRANTEE expressly agrees to indemnify, defend, and hold harmless the State for any claim arising out of or incident to GRANTEE'S or any subgrantee's/subcontractor's performance or failure to perform the Grant. GRANTEE'S obligation to indemnify, defend, and hold harmless the State shall not be eliminated or reduced by any actual or alleged concurrent negligence of State or its agents, agencies, employees and officials.

The GRANTEE waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless the state and its agencies, officers, agents or employees.

17. INDEPENDENT CAPACITY OF THE GRANTEE

The parties intend that an independent contractor relationship will be created by this Grant. The GRANTEE and its employees or agents performing under this Contract are not employees or agents of the state of Washington or COMMERCE. The GRANTEE will not hold itself out as or claim to be an officer or employee of COMMERCE or of the state of Washington by reason hereof, nor will the GRANTEE make any claim of right, privilege or benefit which would accrue to such officer or employee under law. Conduct and control of the work will be solely with the GRANTEE.

18. INDUSTRIAL INSURANCE COVERAGE

The GRANTEE shall comply with all applicable provisions of Title 51 RCW, Industrial Insurance. If the GRANTEE fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, COMMERCE may collect from the GRANTEE the full amount payable to the Industrial Insurance Accident Fund. COMMERCE may deduct the amount

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owed by the GRANTEE to the accident fund from the amount payable to the GRANTEE by COMMERCE under this Contract, and transmit the deducted amount to the Department of Labor and Industries, (L&I) Division of Insurance Services. This provision does not waive any of L&I's rights to collect from the GRANTEE.

19. LAWS

The GRANTEE shall comply with all applicable laws, ordinances, codes, regulations and policies of local and state and federal governments, as now or hereafter amended.

20. LICENSING, ACCREDITATION AND REGISTRATION

The GRANTEE shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary for the performance of this Contract.

21. LIMITATION OF AUTHORITY

Only the Authorized Representative or Authorized Representative's delegate by writing (delegation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Contract. Furthermore, any alteration, amendment, modification, or waiver or any clause or condition of this contract is not effective or binding unless made in writing and signed by the Authorized Representative.

22. NONCOMPLIANCE WITH NONDISCRIMINATION LAWS

During the performance of this Grant, the GRANTEE shall comply with all federal, state, and local nondiscrimination laws, regulations and policies. In the event of the GRANTEE's non-compliance or refusal to comply with any nondiscrimination law, regulation or policy, this Grant may be rescinded, canceled or terminated in whole or in part, and the GRANTEE may be declared ineligible for further Grants with COMMERCE. The GRANTEE shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth herein.

23. PAY EQUITY

The GRANTEE agrees to ensure that "similarly employed" individuals in its workforce are compensated as equals, consistent with the following:

- a. Employees are "similarly employed" if the individuals work for the same employer, the performance of the job requires comparable skill, effort, and responsibility, and the jobs are performed under similar working conditions. Job titles alone are not determinative of whether employees are similarly employed;
- b. GRANTEE may allow differentials in compensation for its workers if the differentials are based in good faith and on any of the following:
 - (i) A seniority system; a merit system; a system that measures earnings by quantity or quality of production; a bona fide job-related factor or factors; or a bona fide regional difference in compensation levels.
 - (ii) A bona fide job-related factor or factors may include, but not be limited to, education, training, or experience that is: Consistent with business necessity; not based on or derived from a gender-based differential; and accounts for the entire differential.
 - (iii) A bona fide regional difference in compensation level must be: Consistent with business necessity; not based on or derived from a gender-based differential; and account for the entire differential.

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This Contract may be terminated by COMMERCE, if COMMERCE or the Department of Enterprise services determines that the GRANTEE is not in compliance with this provision.

24. POLITICAL ACTIVITIES

Political activity of GRANTEE employees and officers are limited by the State Campaign Finances and Lobbying provisions of Chapter 42.17a RCW and the Federal Hatch Act, 5 USC 1501 - 1508.

No funds may be used for working for or against ballot measures or for or against the candidacy of any person for public office.

25. PUBLICITY

The GRANTEE agrees not to publish or use any advertising or publicity materials in which the state of Washington or COMMERCE's name is mentioned, or language used from which the connection with the state of Washington's or COMMERCE's name may reasonably be inferred or implied, without the prior written consent of COMMERCE.

26. RECAPTURE

In the event that the GRANTEE fails to perform this Grant in accordance with state laws, federal laws, and/or the provisions of this Grant, COMMERCE reserves the right to recapture funds in an amount to compensate COMMERCE for the noncompliance in addition to any other remedies available at law or in equity.

Repayment by the GRANTEE of funds under this recapture provision shall occur within the time period specified by COMMERCE. In the alternative, COMMERCE may recapture such funds from payments due under this Grant.

27. RECORDS MAINTENANCE

The GRANTEE shall maintain books, records, documents, data and other evidence relating to this Grant and performance of the services described herein, including but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Grant.

GRANTEE shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the Grant, shall be subject at all reasonable times to inspection, review or audit by COMMERCE, personnel duly authorized by COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

28. REGISTRATION WITH DEPARTMENT OF REVENUE

If required by law, the GRANTEE shall complete registration with the Washington State Department of Revenue.

29. RIGHT OF INSPECTION

The GRANTEE shall provide right of access to its facilities to COMMERCE, or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this Grant.

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30. SAVINGS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Grant and prior to normal completion, COMMERCE may terminate the Grant under the "Termination for Convenience" clause, without the ten calendar day notice requirement. In lieu of termination, the Grant may be amended to reflect the new funding limitations and conditions.

31. SEVERABILITY

The provisions of this Grant are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the Grant.

32. SITE SECURITY

While on COMMERCE premises, GRANTEE, its agents, employees, or subcontractors shall conform in all respects with physical, fire or other security policies or regulations.

33. SUBGRANTING/SUBCONTRACTING

Neither the GRANTEE nor any subgrantee/subcontractor shall enter into subgrants/subcontracts for any of the work contemplated under this contract without obtaining prior written approval of COMMERCE. In no event shall the existence of the subgrant/subcontract operate to release or reduce the liability of the GRANTEE to COMMERCE for any breach in the performance of the GRANTEE's duties. This clause does not include Grants of employment between the GRANTEE and personnel assigned to work under this Grant.

Additionally, the GRANTEE is responsible for ensuring that all terms, conditions, assurances and certifications set forth in this agreement are carried forward to any subgrants/subcontracts. GRANTEE and its subgrantees/subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of COMMERCE or as provided by law.

34. SURVIVAL

The terms, conditions, and warranties contained in this Grant that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Grant shall so survive.

35. TAXES

All payments accrued on account of payroll taxes, unemployment contributions, the GRANTEE's income or gross receipts, any other taxes, insurance or expenses for the GRANTEE or its staff shall be the sole responsibility of the GRANTEE.

36. TERMINATION FOR CAUSE

In the event COMMERCE determines the GRANTEE has failed to comply with the conditions of this Grant in a timely manner, COMMERCE has the right to suspend or terminate this Grant. Before suspending or terminating the Grant, COMMERCE shall notify the GRANTEE in writing of the need to take corrective action. If corrective action is not taken within 30 calendar days, the Grant may be terminated or suspended.

In the event of termination or suspension, the GRANTEE shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original Grant and the replacement

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or cover Grant and all administrative costs directly related to the replacement Grant, e.g., cost of the competitive bidding, mailing, advertising and staff time.

COMMERCE reserves the right to suspend all or part of the Grant, withhold further payments, or prohibit the GRANTEE from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the GRANTEE or a decision by COMMERCE to terminate the Grant. A termination shall be deemed a "Termination for Convenience" if it is determined that the GRANTEE: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence.

The rights and remedies of COMMERCE provided in this Grant are not exclusive and are, in addition to any other rights and remedies, provided by law.

37. TERMINATION FOR CONVENIENCE

Except as otherwise provided in this Grant, COMMERCE may, by ten (10) business days written notice, beginning on the second day after the mailing, terminate this Grant, in whole or in part. If this Grant is so terminated, COMMERCE shall be liable only for payment required under the terms of this Grant for services rendered or goods delivered prior to the effective date of termination.

38. TERMINATION PROCEDURES

Upon termination of this Grant, COMMERCE, in addition to any other rights provided in this Grant, may require the GRANTEE to deliver to COMMERCE any property specifically produced or acquired for the performance of such part of this Grant as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

COMMERCE shall pay to the GRANTEE the agreed upon price, if separately stated, for completed work and services accepted by COMMERCE, and the amount agreed upon by the GRANTEE and COMMERCE for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by COMMERCE, and (iv) the protection and preservation of property, unless the termination is for default, in which case the AUTHORIZED REPRESENTATIVE shall determine the extent of the liability of COMMERCE. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this Grant. COMMERCE may withhold from any amounts due the GRANTEE such sum as the AUTHORIZED REPRESENTATIVE determines to be necessary to protect COMMERCE against potential loss or liability.

The rights and remedies of COMMERCE provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

After receipt of a notice of termination, and except as otherwise directed by the AUTHORIZED REPRESENTATIVE, the GRANTEE shall:

1. Stop work under the Grant on the date, and to the extent specified, in the notice;
2. Place no further orders or subgrants/subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the Grant that is not terminated;
3. Assign to COMMERCE, in the manner, at the times, and to the extent directed by the AUTHORIZED REPRESENTATIVE, all of the rights, title, and interest of the GRANTEE under the orders and subgrants/subcontracts so terminated, in which case COMMERCE has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subgrants/subcontracts;
4. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the AUTHORIZED REPRESENTATIVE to the

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extent AUTHORIZED REPRESENTATIVE may require, which approval or ratification shall be final for all the purposes of this clause;

5. Transfer title to COMMERCE and deliver in the manner, at the times, and to the extent directed by the AUTHORIZED REPRESENTATIVE any property which, if the Grant had been completed, would have been required to be furnished to COMMERCE;
6. Complete performance of such part of the work as shall not have been terminated by the AUTHORIZED REPRESENTATIVE; and
7. Take such action as may be necessary, or as the AUTHORIZED REPRESENTATIVE may direct, for the protection and preservation of the property related to this Grant, which is in the possession of the GRANTEE and in which COMMERCE has or may acquire an interest.

39. TREATMENT OF ASSETS

Title to all property furnished by COMMERCE shall remain in COMMERCE. Title to all property furnished by the GRANTEE, for the cost of which the GRANTEE is entitled to be reimbursed as a direct item of cost under this Grant, shall pass to and vest in COMMERCE upon delivery of such property by the GRANTEE. Title to other property, the cost of which is reimbursable to the GRANTEE under this Grant, shall pass to and vest in COMMERCE upon (i) issuance for use of such property in the performance of this Grant, or (ii) commencement of use of such property in the performance of this Grant, or (iii) reimbursement of the cost thereof by COMMERCE in whole or in part, whichever first occurs.

- A. Any property of COMMERCE furnished to the GRANTEE shall, unless otherwise provided herein or approved by COMMERCE, be used only for the performance of this Grant.
- B. The GRANTEE shall be responsible for any loss or damage to property of COMMERCE that results from the negligence of the GRANTEE or which results from the failure on the part of the GRANTEE to maintain and administer that property in accordance with sound management practices.
- C. If any COMMERCE property is lost, destroyed or damaged, the GRANTEE shall immediately notify COMMERCE and shall take all reasonable steps to protect the property from further damage.
- D. The GRANTEE shall surrender to COMMERCE all property of COMMERCE prior to settlement upon completion, termination or cancellation of this Grant

All reference to the GRANTEE under this clause shall also include GRANTEE'S employees, agents or subgrantees/subcontractors.

40. WAIVER

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Grant unless stated to be such in writing and signed by Authorized Representative of COMMERCE.

Scope of Work

Funds awarded under this grant will be used for capital expenditures related to the construction and design of Firecrest Community Pool, located at 555 Contra Costa, Firecrest WA 98466.

Construction will include but not be limited to installing a new 6-lane lap pool, diving area, wading area, toddler wading pool, vortex area, and a new stand-alone bathhouse. The new pool will serve as a place for youth and families to come learn, play and grow together.

This project is expected to be complete by December 2019

All project work completed with prior legislative approval. The "Copyright Provisions", Section 12 of the General Terms and Conditions, are not intended to apply to any architectural and engineering design work funded by this grant.

CERTIFICATION PERFORMANCE MEASURE

The GRANTEE, by its signature, certifies that the declaration set forth above has been reviewed and approved by the GRANTEE's governing body as of the date and year written below.

GRANTEE

TITLE

DATE

Budget

Line Item	Amount
Architecture & Engineering	\$678,180.00
Construction	\$4,943,000.00
Contingency	\$184,000.00
Sales Tax, Impact Fee, Other	\$1,220,538.00
Total Contracted Amount:	\$7,025,718.00

CERTIFICATION PERFORMANCE MEASURE

The GRANTEE, by its signature, certifies that the Project Budget set forth above has been reviewed and approved by the GRANTEE's governing body or board of directors, as applicable, as of the date and year written below.

GRANTEE

TITLE

DATE

Certification of the Availability of Funds to Complete the Project

Non-State Funds	Amount	Total
William and Joyce Edwards Foundation Donation	\$500,000.00	
City Funds	\$298,218.00	
Bond Proceeds	\$5,500,000.00	
Total Non-State Funds	\$6,298,218.00	\$6,298,218.00
State Funds		
State Capital Budget	\$727,500.00	\$727,500.00
Total Non-State and State Sources		\$7,025,718.00

CERTIFICATION PERFORMANCE MEASURE

The GRANTEE, by its signature, certifies that project funding from sources other than those provided by this contract and identified above has been reviewed and approved by the GRANTEE's governing body or board of directors, as applicable, and has either been expended for eligible Project expenses, or is committed in writing and available and will remain committed and available solely and specifically for carrying out the purposes of this Project as described in elsewhere in this contract, as of the date and year written below. The GRANTEE shall maintain records sufficient to evidence that it has expended or has access to the funds needed to complete the Project, and shall make such records available for COMMERCE'S review upon reasonable request.

GRANTEE

TITLE

DATE

Certification of the Payment and Reporting of Prevailing Wages

CERTIFICATION PERFORMANCE MEASURE

The GRANTEE, by its signature, certifies that all contractors and subcontractors performing work on the Project shall comply with prevailing wage laws set forth in Chapter 39.12 RCW, as of March 28, 2018, including but not limited to the filing of the "Statement of Intent to Pay Prevailing Wages" and "Affidavit of Wages Paid" as required by RCW 39.12.040. The GRANTEE shall maintain records sufficient to evidence compliance with Chapter 39.12 RCW, and shall make such records available for COMMERCE'S review upon request.

If any state funds are used by the GRANTEE for the purpose of construction, applicable State Prevailing Wages must be paid.

The GRANTEE, by its signature, certifies that the declaration set forth above has been reviewed and approved by the GRANTEE's governing body as of the date and year written below.

GRANTEE

TITLE

DATE

**Certification of Intent to Enter the
Leadership in Energy and Environmental Design (LEED) Certification Process**

CERTIFICATION PERFORMANCE MEASURE

The GRANTEE, by its signature, certifies that it will enter into the Leadership in Energy and Environmental Design certification process, as stipulated in RCW 39.35D, as applicable to the Project funded by this contract. The GRANTEE shall, upon receipt of LEED certification by the United States Green Building Council, provide documentation of such certification to COMMERCE.

The GRANTEE, by its signature, certifies that the declaration set forth above has been reviewed and approved by the GRANTEE's governing body or board of directors, as applicable, as of the date and year written below.

GRANTEE

TITLE

DATE

NEW BUSINESS: Farallone Avenue Sanitary Sewer Connection Project Contract
ITEM 10E.

FROM: Scott Pingel, City Manager

RECOMMENDED MOTION: I move the City Council authorize the City Manager to award the contract for the Farallone Avenue Sanitary Sewer Connection project to Pape & Sons Contractors, LLC for \$106,212.58 plus a contingency amount of \$10,000.00 for a total of \$116,212.58 to prepare and execute the required contract documents, and to give the “Notice to Proceed” to commence construction of the project.

PROPOSAL: It is proposed that the City of Fircrest award the contract for the Farallone Avenue Sanitary Sewer Connection project to Pape & Sons Contractors, LLC for a total project cost of \$106,212.58 plus a contingency amount of \$10,000.00 for a total amount of \$116,212.58. 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: Three (3) bids were received, which ranged from \$106,212.58 to \$223,855.31. The engineer’s estimate was \$102,298.74. The budget amount for this project is \$150,000.00.

ADVANTAGE: These bids were evaluated and found to be good bids.

DISADVANTAGES: None identified.

ALTERNATIVES: Not proceed with the project and leave the existing old sanitary sewer line in place and potentially have a sewer line failure.

HISTORY: This project is to replace aging sewer line that runs underneath an existing house and back yard. This will relocate the sewer line to a new connection point on Farallone Avenue and extend between two homes via obtained easements from the property owners. The Small Works Roster was used to solicit bids. Six (6) bidders were selected and invited to bid. The City received three (3) bids. The low bid, Pape & Sons bid was responsive. Pape & Sons has also done prior projects with the City and those projects were successful and came in within the bid amount.

ATTACHMENT: [Certified Bid Tabulation](#)

City of Fircrest
Farallone Ave. Sanitary Sewer Connection
 Bid Tab

8/6/2019

Bid Items				Pape & Sons		Northwest Cascade		Budget Sewer		Engineers Estimate	
Item #	Item Description	Quantity	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	Mobilization	1	LS	\$12,000.00	\$12,000.00	\$14,200.00	\$14,200.00	\$20,000.00	\$20,000.00	\$6,209.10	\$6,209.10
2	Traffic Control	1	LS	\$3,000.00	\$3,000.00	\$11,900.00	\$11,900.00	\$10,000.00	\$10,000.00	\$8,980.00	\$8,980.00
3	Temporary Erosion Control	1	LS	\$900.00	\$900.00	\$3,650.00	\$3,650.00	\$2,000.00	\$2,000.00	\$4,200.00	\$4,200.00
4	Clearing and Grubbing	1	LS	\$2,500.00	\$2,500.00	\$11,275.00	\$11,275.00	\$3,000.00	\$3,000.00	\$4,041.65	\$4,041.65
5	Remove and Dispose of Existing Curb and Gutter	10	L.F.	\$50.00	\$500.00	\$46.00	\$460.00	\$500.00	\$5,000.00	\$26.50	\$265.00
6	Remove and Dispose of Existing Sidewalk	6	Sq. Yd.	\$85.00	\$510.00	\$68.00	\$408.00	\$300.00	\$1,800.00	\$58.33	\$349.98
7	Cement Concrete Curb and Gutter	10	L.F.	\$200.00	\$2,000.00	\$160.00	\$1,600.00	\$400.00	\$4,000.00	\$50.00	\$500.00
8	Cement Concrete Sidewalk	6	Sq. Yd.	\$350.00	\$2,100.00	\$265.00	\$1,590.00	\$300.00	\$1,800.00	\$150.00	\$900.00
9	Crushed Surfacing Top Course	6	Tons	\$70.00	\$420.00	\$57.00	\$342.00	\$400.00	\$2,400.00	\$45.00	\$270.00
10	Plane Bituminouse Pavement	239	Sq. Yd.	\$18.25	\$4,361.75	\$27.00	\$6,453.00	\$40.00	\$9,560.00	\$20.00	\$4,780.00
11	2" min. depth- HMA Cl. 1/2" PG 64-22	1	LS	\$11,500.00	\$11,500.00	\$22,830.00	\$22,830.00	\$25,000.00	\$25,000.00	\$7,600.00	\$7,600.00
12	Trench Safety Systems (Shoring)	1,293	Sq.Ft.	\$1.00	\$1,293.00	\$1.00	\$1,293.00	\$10.00	\$12,930.00	\$2.00	\$2,586.00
13	New Sewer Pipe Connection to Existing Sewer Manhole	2	Each	\$3,350.00	\$6,700.00	\$2,700.00	\$5,400.00	\$5,000.00	\$10,000.00	\$2,000.00	\$4,000.00
14	6-inch Diam. Sanitary Sewer Pipe	20	L.F.	\$60.00	\$1,200.00	\$191.00	\$3,820.00	\$500.00	\$10,000.00	\$66.50	\$1,330.00
15	8-inch Diam. Sanitary Sewer Pipe	203	L.F.	\$125.00	\$25,375.00	\$169.00	\$34,307.00	\$300.00	\$60,900.00	\$97.25	\$19,741.75
16	6-inch Diam. Sanitary Sewer Cleanout	2	Each	\$2,500.00	\$5,000.00	\$575.00	\$1,150.00	\$1,500.00	\$3,000.00	\$500.00	\$1,000.00
17	Sanitary Sewer Manhole Type 1 48-inch	1	Each	\$6,000.00	\$6,000.00	\$5,120.00	\$5,120.00	\$10,000.00	\$10,000.00	\$7,500.00	\$7,500.00
18	Bypass Pumping of Sanitary Sewer	1	LS	\$1,350.00	\$1,350.00	\$2,100.00	\$2,100.00	\$2,500.00	\$2,500.00	\$2,000.00	\$2,000.00
19	Plug and Abandon Existing Sanitary Sewer Pipe	1	LS	\$500.00	\$500.00	\$550.00	\$550.00	\$1,000.00	\$1,000.00	\$600.00	\$600.00
20	Sanitary Sewer Pipe Cleaning and Video Inspection	1	LS	\$1,500.00	\$1,500.00	\$2,050.00	\$2,050.00	\$1,000.00	\$1,000.00	\$3,000.00	\$3,000.00
21	Topsoil Type A	1	Cu. Yd.	\$85.00	\$85.00	\$380.00	\$380.00	\$1,000.00	\$1,000.00	\$250.00	\$250.00
22	Sdo Installation	6	Sq. Yd.	\$100.00	\$600.00	\$135.00	\$810.00	\$300.00	\$1,800.00	\$125.00	\$750.00
23	Surface Restoration on Private Property	1	LS	\$6,000.00	\$6,000.00	\$9,905.00	\$9,905.00	\$3,500.00	\$3,500.00	\$9,000.00	\$9,000.00
24	Testing	1	LS	\$1,250.00	\$1,250.00	\$600.00	\$600.00	\$1,500.00	\$1,500.00	\$3,230.00	\$3,230.00

SUBTOTAL	\$96,644.75	SUBTOTAL	\$142,193.00	SUBTOTAL	\$203,690.00	SUBTOTAL	\$93,083.48
SALES TAX (9.9%)	\$9,567.83	SALES TAX (9.9%)	\$14,077.11	SALES TAX (9.9%)	\$20,165.31	SALES TAX (9.9%)	\$9,215.26
GRAND TOTAL	\$106,212.58	GRAND TOTAL	\$156,270.11	GRAND TOTAL	\$223,855.31	GRAND TOTAL	\$102,298.74