

**FIRCREST CITY COUNCIL
REGULAR MEETING AGENDA**

**TUESDAY, JULY 28, 2020
7:00 P.M.**

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

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

4. PRESIDING OFFICER'S REPORT

A. [Presentation of Options for Major Donor Recognition](#)

B. Pool & Community Center Project

i. Fundraising Update

5. PUBLIC COMMENTS FOR ITEMS NOT ON THE AGENDA

(Please email the City Clerk if you would like to make a public comment. Your comment will be read into the record at the appropriate time. JWESTMAN@CITYOFFIRCREST.NET)

6. COMMITTEE, COMMISSION & LIAISON REPORTS

A. Parks & Recreation

B. Pierce County Regional Council

C. Public Safety, Courts

D. Street, Water, Sewer, and Storm Drain

E. Other Liaison Reports

7. CONSENT CALENDAR

A. Approval of [vouchers](#)/payroll checks

B. Approval of Minutes: [July 14, 2020, Regular Meeting](#)
 [July 20, 2020, Study Session Meeting](#)

8. PUBLIC HEARING 7:15 P.M. OR SOON THEREAFTER

9. UNFINISHED BUSINESS

10. NEW BUSINESS

A. [Contract Award for the Alameda Ave. Overlay Project](#)

B. [Contract Award for the Emerson Street Sidewalk Extension Project](#)

C. [Resolution: Business Assistance Program Approval](#)

D. [Resolution: Department of Commerce Community Grant Contract Approval](#)

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

FIRCREST COMMUNITY CENTER
DONOR WALL CONCEPTS

Fircrest — Community Center Donor Walls

About the project



- One donor wall inside Community Center
8 ft x 12 ft (approx.) usable area
~25 donor names to be included
- Incorporate Fircrest themes in design while keeping it in theme with building space

-
- One donor wall in the outdoor Pool area
8 ft x 10 ft (approx.) usable area
~25 donor names to be included
 - Incorporate Fircrest themes in design while keeping it in theme with pool area design



Fircrest — Community Center Donor Walls

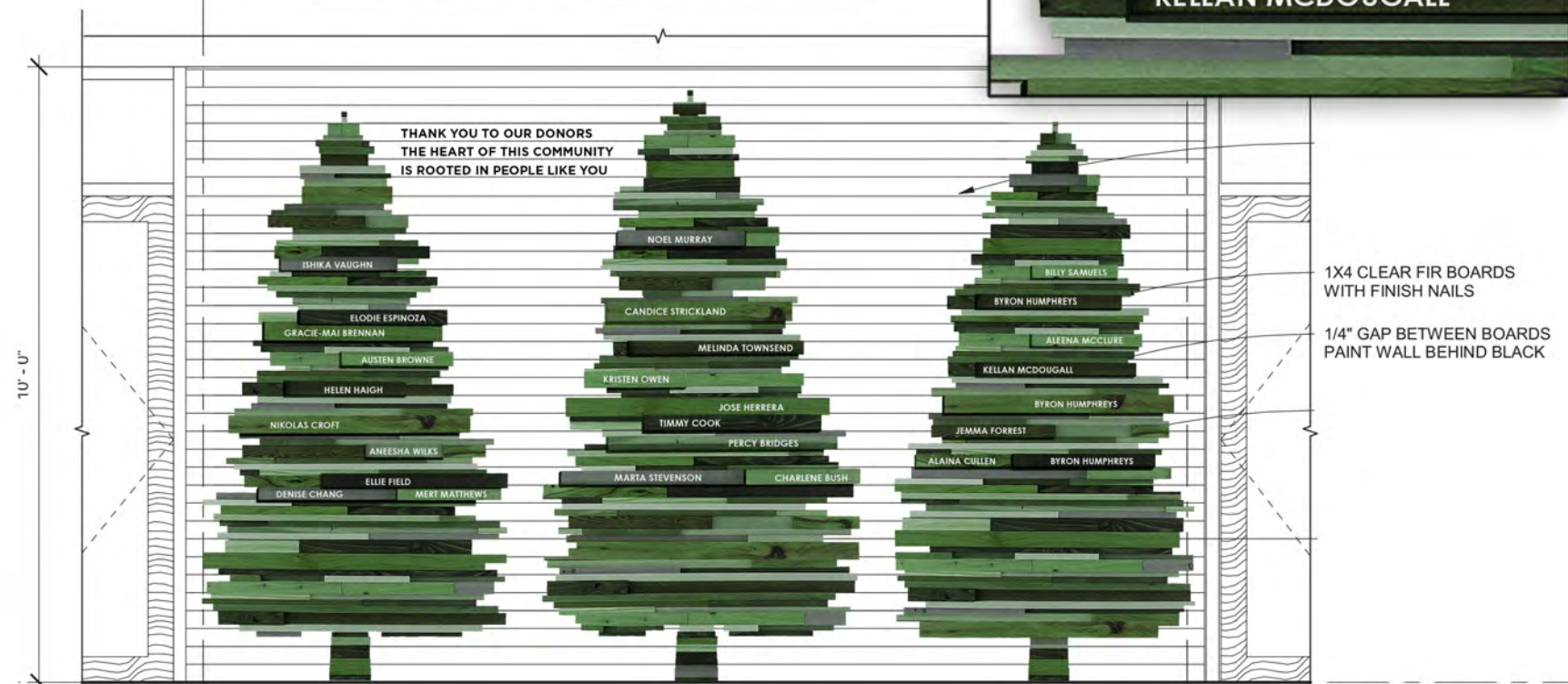
CONCEPT 1 – Fir Tree Mosaic



Fircrest — Community Center Donor Walls

CONCEPT 1 – Fir Tree Mosaic

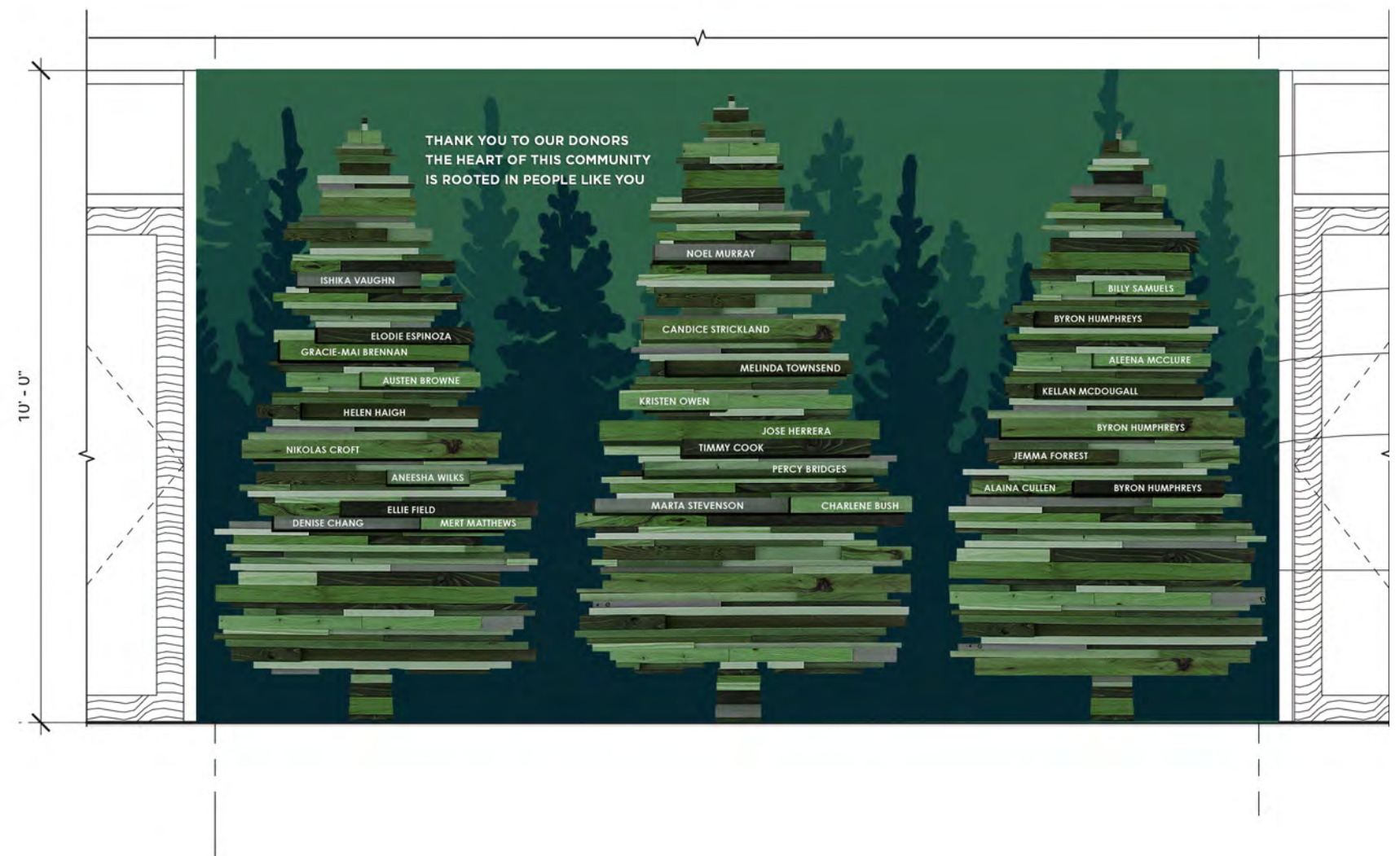
DONOR RECOGNITION



AT LOBBY- ENTRY TO SOCIAL HALL

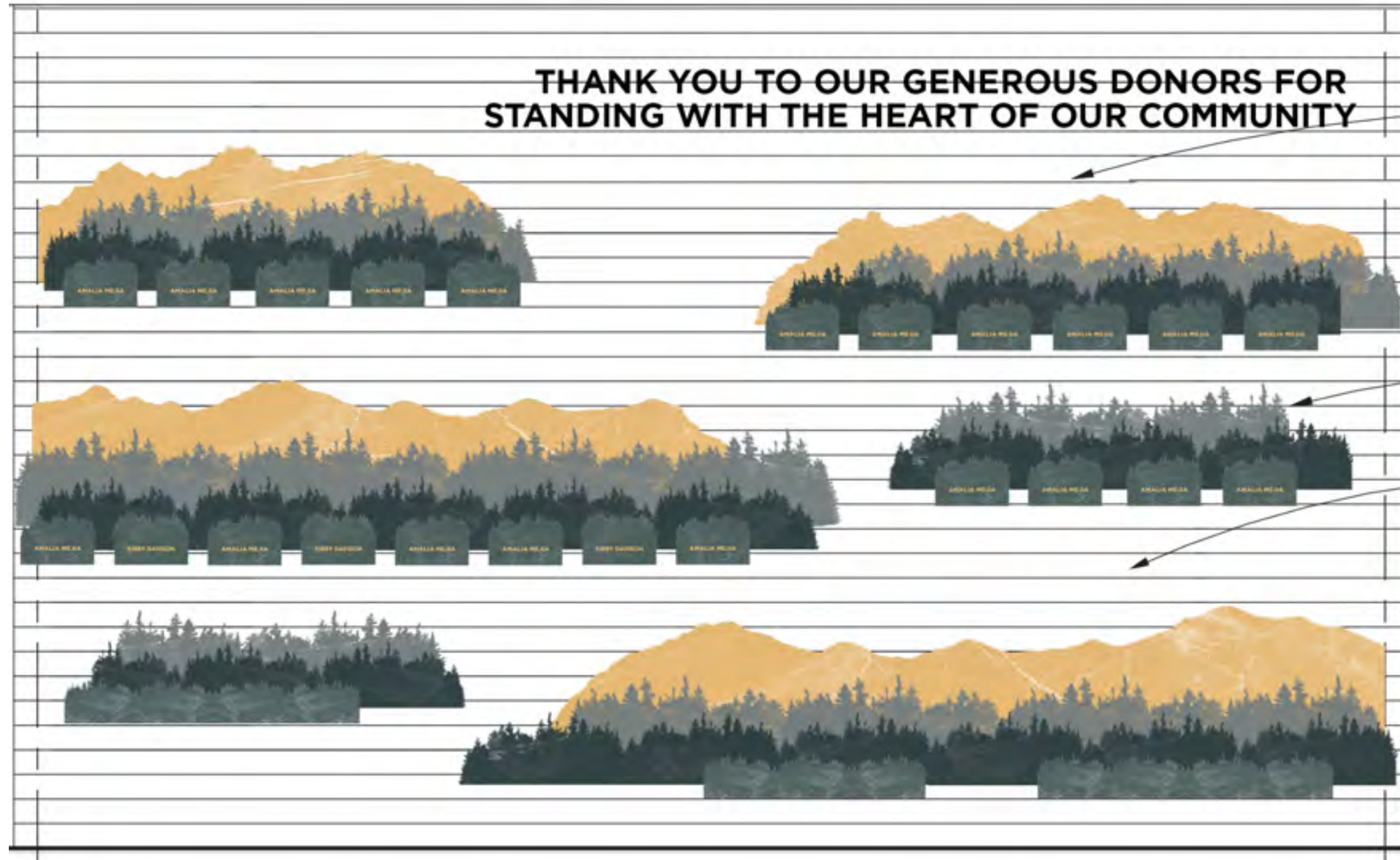
Fircrest — Community Center Donor Walls

CONCEPT 1 – Fir Tree Mosaic (with backdrop)



Fircrest — Community Center Donor Walls

CONCEPT 2 – Horizon Scapes

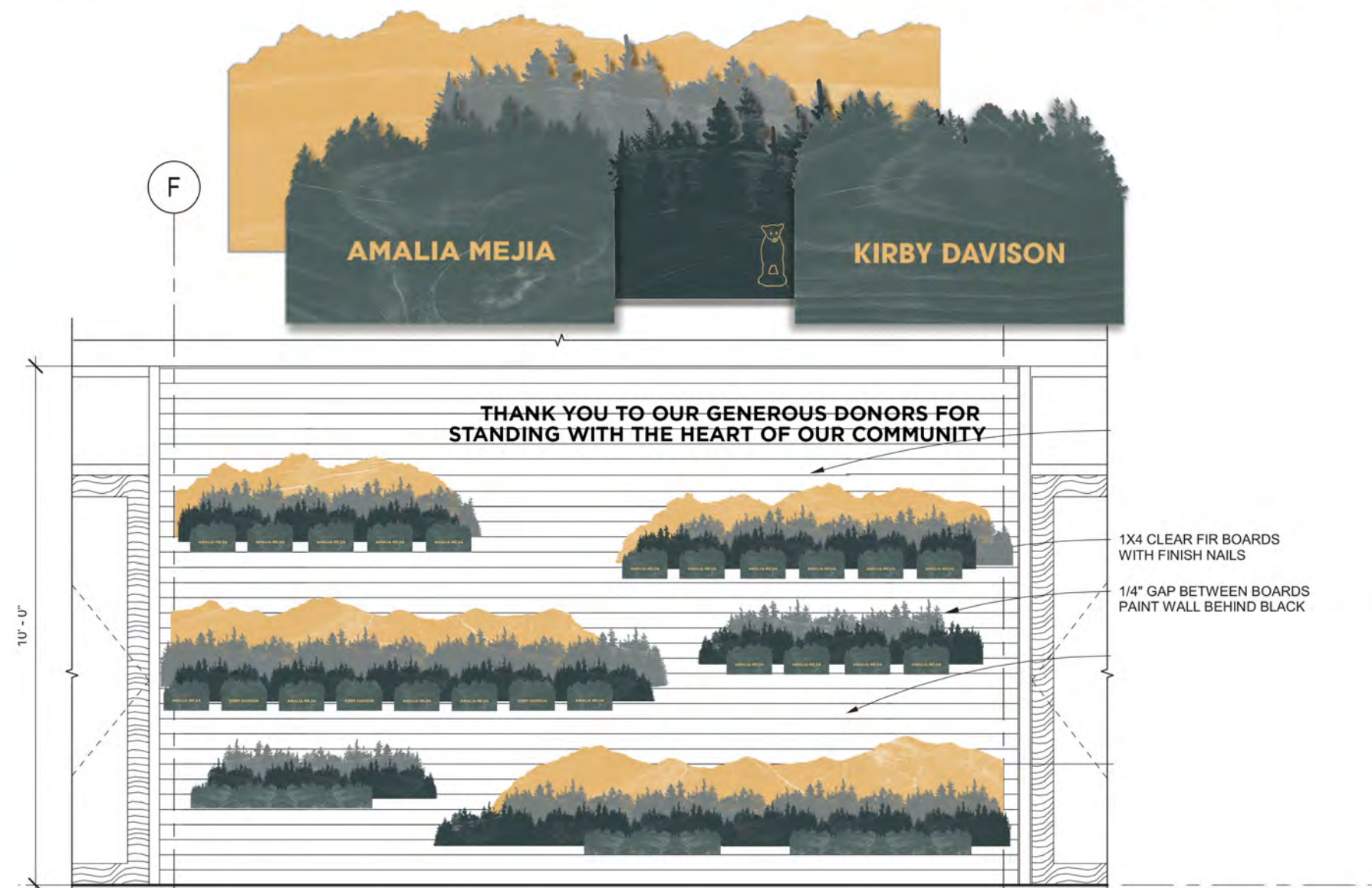


Fircrest — Community Center Donor Walls

CONCEPT 2 – Horizon Scapes

DONOR RECOGNITION

DONORS



AT LOBBY- ENTRY TO SOCIAL HALL

Fircrest — Community Center Donor Walls

CONCEPT 3 – Bubbles



Dome shape from side



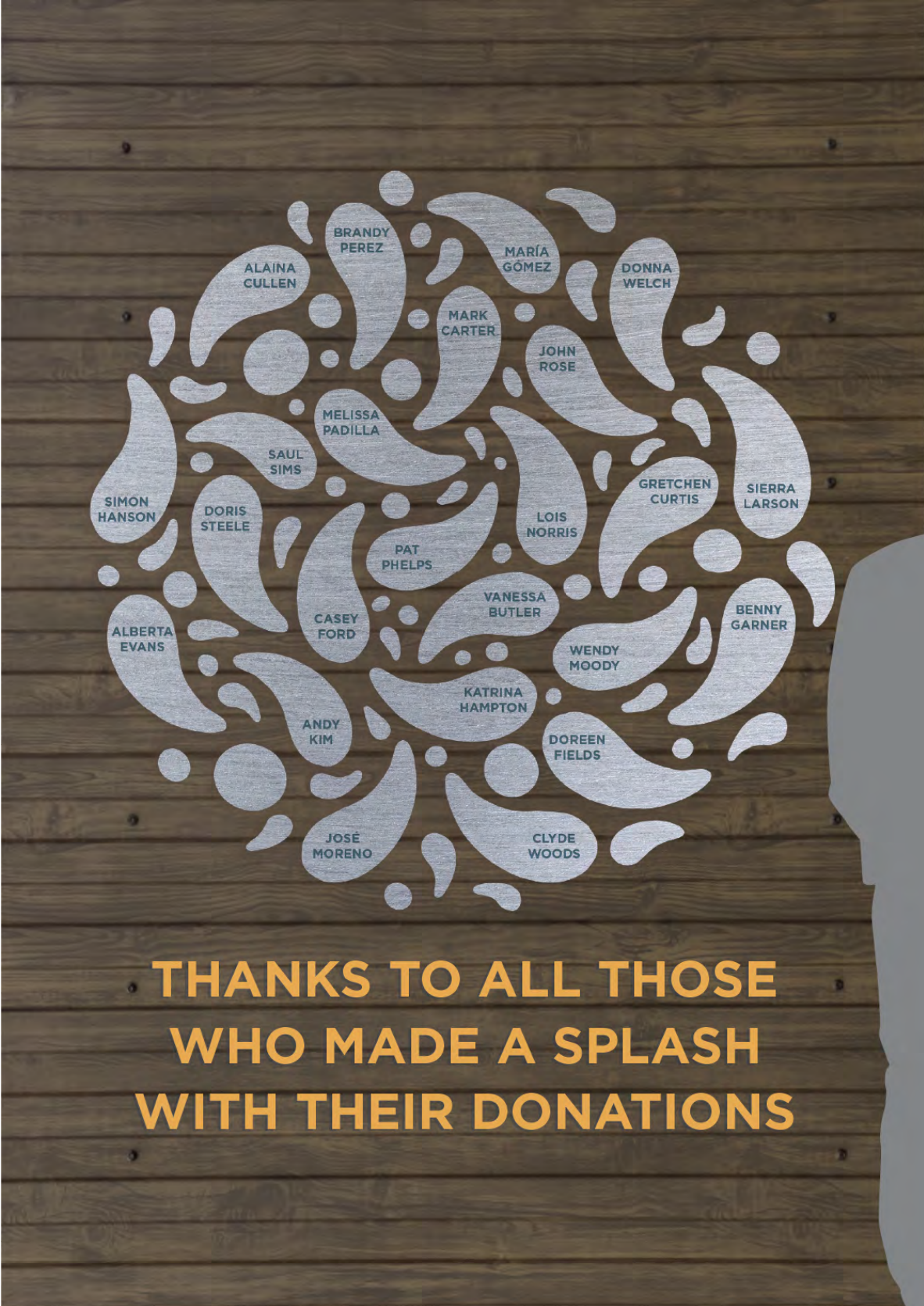
Fircrest — Community Center Donor Walls

CONCEPT 3 – Bubbles



Fircrest — Community Center Donor Walls

CONCEPT 4 – Splash



Fircrest — Community Center Donor Walls

CONCEPT 4 – Splash



Thank You

ACCOUNTS PAYABLE

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Accts Pay #	Received	Date Due	Vendor	Amount	Memo		
22514	07/20/2020	07/28/2020	4298		AWC Employee Benefit Trust	742.50	August 2020 Retired Medical
	521 22 20 01	LEOFF I Medical Premium	001 000 521	General Fund		742.50	08/2020 Retired Medical
22575	07/22/2020	07/28/2020	6846		Antich, Kevin	16.87	07-02300.9 - 4345 67TH AVE W -B
	343 40 00 00	Sale Of Water	425 000 340	Water Fund (de		-5.18	
	343 50 00 00	Sewer Revenues	430 000 340	Sewer Fund (de		-11.69	
22536	07/21/2020	07/28/2020	3933		Asphalt Patch Systems, Inc.	6,444.04	Water And Storm Patching - 1355 Aloha, 517 Monterey, 302 Regents, 400 Summit
	531 50 48 00	Rep & Maint - Storm	415 000 531	Storm Drain		742.50	Storm Patching - 517 Monterey
	534 50 48 01	Rep & Maint - Water Main	425 000 534	Water Fund (de		2,401.54	Water Patching - 1355 Aloha, 302 Regents
	594 34 63 01	Other Improvements Water	426 000 594	Water Improve		3,300.00	Water Patching - 400 Summit
22546	07/21/2020	07/28/2020	7512		Bobcat of Seattle	291.85	2017 Bobcat Repair Parts
	548 65 48 12	O & M - Street	501 000 548	Equipment Ren		72.96	2017 Bobcat Repair Parts
	548 65 48 13	O & M - Storm	501 000 548	Equipment Ren		72.96	2017 Bobcat Repair Parts
	548 65 48 14	O & M - Wtr/Swr	501 000 548	Equipment Ren		145.93	2017 Bobcat Repair Parts
22577	07/22/2020	07/28/2020	6018		Canon Financial Services Inc	159.51	Police Copier / Fax Rental July 2020
	521 22 45 00	Oper Rentals - Copier - Pol	001 000 521	General Fund		159.51	Police Copier / Fax Rental 07/2020
22578	07/22/2020	07/28/2020	6018		Canon Financial Services Inc	563.79	Copier Rental July 2020 - City Hall, Court, Parks / Rec, Public Works
	512 50 45 00	Oper Rentals - Copier - Coi	001 000 512	General Fund		140.95	Court 07/2020
	518 10 45 00	Oper Rentals - Copier - No.	001 000 518	General Fund		140.95	CH 07/2020
	531 50 45 00	Oper Rentals - Copier - Sto	415 000 531	Storm Drain		35.23	PW 07/2020
	534 10 45 02	Oper Rentals - Copier - Wa	425 000 534	Water Fund (de		35.24	PW 07/2020
	535 10 45 00	Oper Rentals - Copier - Sev	430 000 535	Sewer Fund (de		35.24	PW 07/2020
	542 30 45 00	Oper Rentals - Copier - Str	101 000 542	City Street Fun		35.24	PW 07/2020
	571 10 45 01	Oper Rentals - Copier - Rec	001 000 571	General Fund		126.85	Rec 07/2020
	576 80 45 00	Oper Rentals - Copier - Par	001 000 576	General Fund		14.09	Parks 07/2020
				Total Canon Financial Services Inc		723.30	
22547	07/21/2020	07/28/2020	3994		CenturyLink	1,355.15	July 2020 Telecommunications
	518 10 42 00	Communication - Non Dep	001 000 518	General Fund		68.03	CH Prim 911
	518 10 42 00	Communication - Non Dep	001 000 518	General Fund		68.03	CH Message
	518 10 42 00	Communication - Non Dep	001 000 518	General Fund		68.03	CH Alarm
	518 10 42 00	Communication - Non Dep	001 000 518	General Fund		448.79	Circuit Line / PRI Line
	518 10 42 00	Communication - Non Dep	001 000 518	General Fund		151.52	DID

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521 22 42 00	Communication - Police		001 000 521 General Fund	140.84	Police BA Machine / Modem
531 50 42 00	Communication - Storm		415 000 531 Storm Drain	34.01	PW Alarm & Prim 911
531 50 42 00	Communication - Storm		415 000 531 Storm Drain	17.01	PW Fax
534 10 42 00	Communication - Water		425 000 534 Water Fund (de	34.02	PW Alarm & Prim 911
534 10 42 00	Communication - Water		425 000 534 Water Fund (de	32.50	PW DSL / Telemetry
534 10 42 00	Communication - Water		425 000 534 Water Fund (de	17.01	PW Fax
535 10 42 01	Communication - Sewer		430 000 535 Sewer Fund (de	34.01	PW Alarm & Prim 911
535 10 42 01	Communication - Sewer		430 000 535 Sewer Fund (de	32.50	PW DSL / Telemetry
535 10 42 01	Communication - Sewer		430 000 535 Sewer Fund (de	17.01	PW Fax
542 30 42 00	Communication - Street		101 000 542 City Street Fun	34.02	PW Alarm & Prim 911
542 30 42 00	Communication - Street		101 000 542 City Street Fun	17.00	PW Fax
576 80 42 00	Communication - Parks		001 000 576 General Fund	68.03	REC Alarm
576 80 42 00	Communication - Parks		001 000 576 General Fund	72.79	Parks Prim 911
22563 07/21/2020 07/28/2020 5805 CenturyLink				26.45	Long Distance Access And Usage July 2020
518 10 42 00	Communication - Non Dep		001 000 518 General Fund	26.45	Long Distance 07/2020
22551 07/21/2020 07/28/2020 4313 Chuckals Inc				519.09	Central And Police Supplies
518 10 34 01	Central Office Supplies		001 000 518 General Fund	116.89	Central Supplies (COVID-19 Expense)
518 10 34 01	Central Office Supplies		001 000 518 General Fund	298.62	Central Supplies
521 22 31 00	Office & Oper Sup - Police		001 000 521 General Fund	103.58	Police Supplies
22565 07/21/2020 07/28/2020 4313 Chuckals Inc				-64.45	Credit For Folders Returned
518 10 34 01	Central Office Supplies		001 000 518 General Fund	-64.45	Credit For Folders Returned
Total Chuckals Inc				454.64	
22521 07/20/2020 07/28/2020 4324 City Treasurer-City of Tacoma				56,345.11	Fire / EMS August 2020
522 20 40 00	Tacoma Contract - Fire		001 000 522 General Fund	28,411.43	Fire 08/2020
522 20 41 00	Tacoma Contract - EMS		001 000 522 General Fund	27,933.68	EMS 08/2020
22528 07/20/2020 07/28/2020 4324 City Treasurer-City of Tacoma				2,203.97	Semi-Annual Streetlight Billing (July - Dec 2020)
542 63 48 02	Pole Attachment Charge		101 000 542 City Street Fun	2,203.97	Semi-Annual Streetlight Billing (July - Dec 2020)
Total City Treasurer-City of Tacoma				58,549.08	
22522 07/20/2020 07/28/2020 4325 City Treasurer-Tac Sewer				330,868.50	2nd Quarter 2020 Sewer Treatment
535 60 44 02	Sewage Treatment		430 000 535 Sewer Fund (de	330,868.50	2nd Qtr 2020 Sewer Treatment
22562 07/21/2020 07/28/2020 7151 City of Seattle				1,900.00	Global Positioning Subscriber (June 2020 - June 2021)

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531 50 48 00	Rep & Maint - Storm		415 000 531 Storm Drain	475.00	Global Positioning Subscriber (June 2020 - June 2021)
534 50 48 01	Rep & Maint - Water Main		425 000 534 Water Fund (de	475.00	Global Positioning Subscriber (June 2020 - June 2021)
535 50 48 00	Rep & Maint - Sewer Main		430 000 535 Sewer Fund (de	475.00	Global Positioning Subscriber (June 2020 - June 2021)
542 30 48 01	Rep & Maint - Street Maint		101 000 542 City Street Fun	475.00	Global Positioning Subscriber (June 2020 - June 2021)
22568 07/21/2020 07/28/2020 4322 City of Tacoma Washington				2,384.10	Power - Various Locations June 2020
535 80 47 01	Utility Services/Pumping		430 000 535 Sewer Fund (de	96.62	Princeton L/S 06/2020
542 63 47 00	Electricity/Street Lights		101 000 542 City Street Fun	2,264.34	Street Lights 06/2020
576 80 47 00	Public Utility Services - Pa		001 000 576 General Fund	23.14	Parks Garage 06/2020
22537 07/21/2020 07/28/2020 3565 Comfort Davies & Smith				11,752.40	June 2020
515 41 41 01	City Attorney		001 000 515 General Fund	3,155.00	06/2020
515 41 41 03	City Prosecutor		001 000 515 General Fund	6,425.80	Fircrest 06/2020
515 41 41 03	City Prosecutor		001 000 515 General Fund	2,171.60	Ruston 06/2020
22564 07/21/2020 07/28/2020 7802 Core & Main LP				854.49	Parts For Water Main Service
594 34 63 01	Other Improvements Water		426 000 594 Water Improve	854.49	Parts For Water Main Service
22517 07/20/2020 07/28/2020 7227 Correct Equipment Inc				73.63	Well Pump Chlorine Repair Parts
534 80 31 02	Oper Supplies - Water		425 000 534 Water Fund (de	73.63	Well Pump Chlorine Repair Parts
22567 07/21/2020 07/28/2020 7227 Correct Equipment Inc				29,673.00	New Water Meters (100) 3rd Order
594 34 63 01	Other Improvements Water		426 000 594 Water Improve	29,673.00	New Water Meters (100) 3rd Order
Total Correct Equipment Inc				29,746.63	
22541 07/21/2020 07/28/2020 3588 Daily Journal Of Commerce, Inc				247.20	P#64 Community Center Request For Bids
594 76 62 03	Buildings & Structures		301 000 594 Park Bond Capi	247.20	P#64 Community Center Request For Bids
22513 07/20/2020 07/28/2020 4310 Dept Of Revenue-EXCISE TAX				16,514.43	June 2020 Excise Taxes
518 10 35 00	Small Tools & Equip - Nor		001 000 518 General Fund	147.71	06/2020 Excise Taxes
518 10 49 02	Notary		001 000 518 General Fund	9.09	06/2020 Excise Taxes
518 20 43 01	Excise Tax Time/Temp Re		001 000 518 General Fund	90.63	06/2020 Excise Taxes
531 50 44 00	Excise Tax - Storm		415 000 531 Storm Drain	1,462.64	06/2020 Excise Taxes
534 10 44 00	Excise Tax - Water		425 000 534 Water Fund (de	8,222.70	06/2020 Excise Taxes
535 10 44 00	Excise Tax - Sewer		430 000 535 Sewer Fund (de	1.36	06/2020 Excise Taxes

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535 10 44 00	Excise Tax - Sewer		430 000 535 Sewer Fund (de	6,580.30	06/2020 Excise Taxes
22505	07/14/2020	07/28/2020	1390 Edmonston, Mark	278.20	02-01030.1 - 315 CONTRA COSTA AVE
343 10 00 00	Storm Drain Fees & Charge		415 000 340 Storm Drain	-74.12	
343 40 00 00	Sale Of Water		425 000 340 Water Fund (de	-61.05	
343 50 00 00	Sewer Revenues		430 000 340 Sewer Fund (de	-143.03	
22520	07/20/2020	07/28/2020	8610 F & L Building Maintenance, LLC	3,254.00	July 2020 Janitorial Services
518 30 41 01	Contract Maintenance		001 000 518 General Fund	3,254.00	07/2020 Janitorial Services
22559	07/21/2020	07/28/2020	9286 Garcia, Rudy	150.00	Refund Fun Days Vendor Fee (COVID-19 Cancellation)
367 00 00 02	Parks Donations		001 000 360 General Fund	-150.00	Refund Fun Days Vendor Fee (COVID-19 Cancellation)
22538	07/21/2020	07/28/2020	9246 Government Forms & Supplies	202.86	"Stay Safe 6' Apart" Floor Decals (COVID-19 Expense)
518 30 31 04	Oper Sup/CH		001 000 518 General Fund	202.86	"Stay Safe 6' Apart" Floor Decals (COVID-19 Expense)
22523	07/20/2020	07/28/2020	6774 Greenleaf Landscaping 1 Inc	4,326.49	Monthly Landscape Service July 2020
518 30 41 01	Contract Maintenance		001 000 518 General Fund	3,201.60	Monthly Landscape Service 07/2020
542 80 49 03	Beautification Services (co		101 000 542 City Street Fun	1,124.89	Monthly Landscape Service 07/2020
22570	07/21/2020	07/28/2020	3692 Home Depot Credit Services	33.02	Railing Paint - Public Safety Building
518 30 31 02	Oper Sup/PSB Bldg		001 000 518 General Fund	33.02	Railing Paint - PSB
22571	07/21/2020	07/28/2020	3692 Home Depot Credit Services	35.63	Maintenance Supplies
518 30 31 02	Oper Sup/PSB Bldg		001 000 518 General Fund	8.19	Maint. Supplies - PSB
518 30 35 00	Small Tools & Equip-Fac		001 000 518 General Fund	27.44	Level - Facilities
22572	07/21/2020	07/28/2020	3692 Home Depot Credit Services	38.50	Facilities Tools
518 30 35 00	Small Tools & Equip-Fac		001 000 518 General Fund	38.50	Wire Stripper And Bits
22573	07/21/2020	07/28/2020	3692 Home Depot Credit Services	24.09	Painting Supplies - Public Works Offices
518 30 31 03	Oper Sup/PWF		001 000 518 General Fund	24.09	Painting Supplies - PW Offices
			Total Home Depot Credit Services	131.24	
22461	07/07/2020	07/28/2020	4131 Humane Society - Tacoma	615.83	July 2020 Boarding Contract

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554 30 41 00	Animal Control		001 000 554 General Fund	615.83	07/2020 Boarding Contract	
22532	07/20/2020	07/28/2020	8773	Kassel & Associates, Inc.	400,725.68	P#60 Pool And Bathhouse Progress Through 6/30/20
594 76 62 03	Buildings & Structures		301 000 594 Park Bond Capi	400,725.68	P#60 Pool And Bathhouse Progress Through 6/30/20	
22542	07/21/2020	07/28/2020	9284	Kruger, Terri	100.00	Refund Rental Deposit Kruger Ongoing (COVID-19 Cancellation)
582 10 00 00	Deposit Refunds		001 000 580 General Fund	100.00	Refund Rental Deposit Kruger Ongoing (COVID-19 Cancellation)	
22506	07/14/2020	07/28/2020	7366	Larmore, Timothy	275.47	06-02580.1 - 1026 PINEHURST ST
343 10 00 00	Storm Drain Fees & Charge		415 000 340 Storm Drain	-68.32		
343 40 00 00	Sale Of Water		425 000 340 Water Fund (de	-66.84		
343 50 00 00	Sewer Revenues		430 000 340 Sewer Fund (de	-140.31		
22531	07/20/2020	07/28/2020	8600	Legacy Tapping, Inc	4,533.38	8x8 Hot Tap For 400 Summit Water Main
594 34 63 01	Other Improvements Water		426 000 594 Water Improve	4,533.38	8x8 Hot Tap For 400 Summit Water Main	
22516	07/20/2020	07/28/2020	8404	Linda Kaye Briggs	3,287.10	P#55 Capital Campaign June 2020 (20.167 Hrs)
594 76 62 03	Buildings & Structures		301 000 594 Park Bond Capi	3,287.10	P#55 Capital Campaign 06/2020 (20.167 Hrs)	
22574	07/22/2020	07/28/2020	7071	Loewen, Natalie	309.18	01-00410.4 - 519 HARVARD AVE
343 10 00 00	Storm Drain Fees & Charge		415 000 340 Storm Drain	-80.11		
343 40 00 00	Sale Of Water		425 000 340 Water Fund (de	-73.84		
343 50 00 00	Sewer Revenues		430 000 340 Sewer Fund (de	-155.23		
22515	07/20/2020	07/28/2020	6639	McClain's Soil Supply	523.45	Soil For Parks (25 Yards)
576 80 31 02	Oper Supplies - Parks		001 000 576 General Fund	523.45	Soil For Parks (25 Yards)	
22529	07/20/2020	07/28/2020	6369	McLendon Hardware Inc (Tacoma)	30.84	Chlorine For New Water Main
594 34 63 01	Other Improvements Water		426 000 594 Water Improve	30.84	Chlorine For New Water Main	
22558	07/21/2020	07/28/2020	1096	Mead, Imelda	289.56	01-00905.1 - 309 GOLDEN GATE AV
343 10 00 00	Storm Drain Fees & Charge		415 000 340 Storm Drain	-75.30		
343 40 00 00	Sale Of Water		425 000 340 Water Fund (de	-77.44		
343 50 00 00	Sewer Revenues		430 000 340 Sewer Fund (de	-136.82		
22507	07/14/2020	07/28/2020	8752	OakRidge Homes LTD	196.10	07-03040.0 - 1058 11TH TEE DR
343 40 00 00	Sale Of Water		425 000 340 Water Fund (de	-69.68		
343 50 00 00	Sewer Revenues		430 000 340 Sewer Fund (de	-126.42		

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22519	07/20/2020	07/28/2020	3923 Orca Pacific Inc	568.73	Chlorine For Wells (155 Gallons)
	534 80 31 03 Oper Supplies - Chlorine		425 000 534 Water Fund (de	568.73	Chlorine For Wells (155 Gallons)
22539	07/21/2020	07/28/2020	9283 Orton, Linda	57.00	Refund Rental Fees (COVID-19 Cancellation)
	362 40 00 00 Space & Facility Rental		001 000 360 General Fund	-57.00	Refund Rental Fees (COVID-19 Cancellation)
22540	07/21/2020	07/28/2020	3958 PC Budget & Finance - Jail	88.45	June 2020 Jail Services
	523 60 40 01 Jail		001 000 523 General Fund	88.45	06/2020 Jail Services
22533	07/20/2020	07/28/2020	4680 Parametrix Engineering	6,652.50	P#60 Pool And Bathhouse Prof. Services Through 5/30/20
	594 76 62 03 Buildings & Structures		301 000 594 Park Bond Capi	6,652.50	P#60 Pool And Bathhouse Prof. Services Through 5/30/20
22556	07/21/2020	07/28/2020	3955 Petrocard Systems Inc	620.49	Gas / Fuel July 2020
	548 65 31 11 Parks/Rec Gas		501 000 548 Equipment Ren	74.91	Parks 07/2020
	548 65 31 12 Street Gas		501 000 548 Equipment Ren	204.85	Street 07/2020
	548 65 31 13 Storm Gas		501 000 548 Equipment Ren	82.96	Storm 07/2020
	548 65 31 14 Wtr/Swr Gas		501 000 548 Equipment Ren	257.77	W / S 07/2020
22548	07/21/2020	07/28/2020	3986 Puget Sound Energy, BOT-01H	50.50	Natural Gas - Rec Center June 2020
	576 80 47 00 Public Utility Services - Pa		001 000 576 General Fund	50.50	Natural Gas - REC 06/2020
22549	07/21/2020	07/28/2020	3986 Puget Sound Energy, BOT-01H	45.06	Natural Gas - Public Works June 2020
	531 50 47 02 Public Utility Services/Bldg		415 000 531 Storm Drain	11.26	Natural Gas - PW 06/2020
	534 10 47 00 Utility Services/Building -		425 000 534 Water Fund (de	11.27	Natural Gas - PW 06/2020
	535 10 47 00 Utility Services/Building -		430 000 535 Sewer Fund (de	11.26	Natural Gas - PW 06/2020
	542 30 47 02 Electricity & Gas/Bldg - St		101 000 542 City Street Fun	11.27	Natural Gas - PW 06/2020
22550	07/21/2020	07/28/2020	3986 Puget Sound Energy, BOT-01H	58.51	Natural Gas - City Hall June 2020
	518 30 47 00 Public Utility Services - Ci		001 000 518 General Fund	58.51	Natural Gas - CH 06/2020
			Total Puget Sound Energy, BOT-01H	154.07	
22470	07/07/2020	07/28/2020	8893 Right Systems INC	3,350.00	IT Managed Services July 2020
	518 81 41 01 Prof Svcs - I/S		001 000 518 General Fund	3,350.00	IT Managed Services 07/2020
22544	07/21/2020	07/28/2020	8893 Right Systems INC	95.89	VPN Licenses (25) For Remote Working
	518 81 49 01 Software Licenses		001 000 518 General Fund	95.89	VPN Licenses (25) For Remote Working

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			Total Right Systems INC	3,445.89	
22552	07/21/2020	07/28/2020	4035 Sarco Supply	48.37	Janitorial Supplies - Public Works
	518 30 31 03 Oper Sup/PWF		001 000 518 General Fund	48.37	Janitorial Supplies - PW
22569	07/21/2020	07/28/2020	4056 Sherwin-Williams Company	171.88	Painting Supplies - Public Works Offices
	518 30 31 03 Oper Sup/PWF		001 000 518 General Fund	171.88	Painting Supplies - PW Offices
22524	07/20/2020	07/28/2020	7749 Sound Uniform Solutions Inc	1,791.37	Body Armor Vest (2) - J. Johnson, Chaplain Ries
	521 22 49 01 Uniforms/Clothing/Laundry		001 000 521 General Fund	1,791.37	Body Armor Vest (2) - J. Johnson, Chaplain Ries
22530	07/20/2020	07/28/2020	4076 Spectrum Sign Company Inc	4,712.40	Replacement "Welcome To Fircrest" Signs (2)
	542 30 31 02 Oper Supplies - Street Reg		101 000 542 City Street Fund	4,712.40	Replacement "Welcome To Fircrest" Signs (2)
22525	07/20/2020	07/28/2020	4084 Staples Business Advantage	36.79	Court Supplies
	512 50 31 00 Office & Oper Sup-Court		001 000 512 General Fund	36.79	Court Supplies
22526	07/20/2020	07/28/2020	4084 Staples Business Advantage	54.25	Door Hangers
	531 50 31 01 Office Supplies - Storm		415 000 531 Storm Drain	18.08	Door Hangers
	534 10 31 00 Office Supplies - Water		425 000 534 Water Fund (de	18.08	Door Hangers
	535 80 31 00 Oper Supplies - Sewer Gen		430 000 535 Sewer Fund (de	18.09	Door Hangers
22527	07/20/2020	07/28/2020	4084 Staples Business Advantage	43.29	Central Supplies
	518 10 34 01 Central Office Supplies		001 000 518 General Fund	43.29	Central Supplies
22566	07/21/2020	07/28/2020	4084 Staples Business Advantage	23.07	Court Supplies
	512 50 31 00 Office & Oper Sup-Court		001 000 512 General Fund	23.07	Court Supplies
			Total Staples Business Advantage	157.40	
22555	07/21/2020	07/28/2020	4328 Systems for Public Safety Inc	866.19	#68056D Replaced Laptop Dock, Replaced 1 Tire
	548 65 48 08 O & M - Police		501 000 548 Equipment Ren	866.19	#68056D Replaced Laptop Dock, Replaced 1 Tire
22543	07/21/2020	07/28/2020	4133 Tacoma Rubber Stamp	103.86	Office Nameplate - J. Wheeler
	531 50 31 01 Office Supplies - Storm		415 000 531 Storm Drain	25.97	Office Nameplate - J. Wheeler
	534 10 31 00 Office Supplies - Water		425 000 534 Water Fund (de	25.97	Office Nameplate - J. Wheeler
	535 10 31 00 Office Supplies - Swr Adm		430 000 535 Sewer Fund (de	25.96	Office Nameplate - J. Wheeler
	542 30 31 01 Office Supplies - Street Re		101 000 542 City Street Fund	25.96	Office Nameplate - J. Wheeler

ACCOUNTS PAYABLE

City Of Fircrest
MCAG #: 0583

As Of: 07/28/2020

Time: 16:11:52 Date: 07/22/2020
Page: 8

Accts Pay #	Received	Date Due	Vendor	Amount	Memo
22467	07/07/2020	07/28/2020	4135		
			Tacoma Screw Products Inc	3.42	Paint Machine Parts
	548 65 48 12	O & M - Street	501 000 548 Equipment Ren	3.42	Paint Machine Parts
22560	07/21/2020	07/28/2020	7747		
			Tilton, Kelly	80.00	Refund Fun Days Vendor Fee (COVID-19 Cancellation)
	362 40 00 00	Space & Facility Rental	001 000 360 General Fund	-80.00	Refund Fun Days Vendor Fee (COVID-19 Cancellation)
22504	07/14/2020	07/28/2020	8115		
			Tredt, Lisa	90.09	11-01310.3 - 4351 67TH AVE W A&B
	343 10 00 00	Storm Drain Fees & Charge	415 000 340 Storm Drain	-90.09	
22576	07/22/2020	07/28/2020	4172		
			Union 76 Royal	1,025.10	Gas / Fuel July 2020
	548 65 31 08	Police Gas	501 000 548 Equipment Ren	550.46	Police 07/2020
	548 65 31 11	Parks/Rec Gas	501 000 548 Equipment Ren	50.91	Parks 07/2020
	548 65 31 12	Street Gas	501 000 548 Equipment Ren	244.56	Street 07/2020
	548 65 31 14	Wtr/Swr Gas	501 000 548 Equipment Ren	179.17	W / S 07/2020
22518	07/20/2020	07/28/2020	9253		
			University Place Tire & Auto	1,133.72	#63582D Tire Replacement (4)
	548 65 48 12	O & M - Street	501 000 548 Equipment Ren	1,133.72	#63582D Tire Replacement (4)
22534	07/20/2020	07/28/2020	4188		
			Verizon Wireless LLC	1,082.86	July 2020 Shared Plan (24 Lines)
	513 10 42 00	Communication - Admin	001 000 513 General Fund	48.18	City Manager 07/2020
	518 30 42 00	Communication - Fac/Equip	001 000 518 General Fund	77.32	Maint. Supervisor & Custodian 07/2020
	521 22 42 00	Communication - Police	001 000 521 General Fund	425.45	Chief, Air Card, 2 Sergeants & 5 Officers 07/2020
	524 20 42 00	Communications- Bldg	001 000 524 General Fund	24.09	B / P Admin 07/2020
	531 50 42 00	Communication - Storm	415 000 531 Storm Drain	94.32	PW Director, Crew & Air Card 07/2020
	534 10 42 00	Communication - Water	425 000 534 Water Fund (de	94.32	PW Director, Crew & Air Card 07/2020
	535 10 42 01	Communication - Sewer	430 000 535 Sewer Fund (de	94.32	PW Director, Crew & Air Card 07/2020
	542 30 42 00	Communication - Street	101 000 542 City Street Fun	94.31	PW Director, Crew & Air Card 07/2020
	558 60 42 00	Communications - Planning	001 000 558 General Fund	24.09	B / P Admin 07/2020
	576 80 42 00	Communication - Parks	001 000 576 General Fund	106.46	Parks Director, Maint. Super & Comm. Events Spec 07/2020
22535	07/20/2020	07/28/2020	4188		
			Verizon Wireless LLC	448.28	July 2020 Police Air Cards (10) And 1 Officer
	521 22 42 00	Communication - Police	001 000 521 General Fund	448.28	07/2020 Police Air Cards (10) And 1 Officer
			Total Verizon Wireless LLC	1,531.14	
22545	07/21/2020	07/28/2020	4229		
			Washington State Patrol	600.00	ACCESS User Fee 2nd Quarter 2020
	521 22 41 03	WACIC/NCIC	001 000 521 General Fund	600.00	ACCESS User Fee 2nd Qtr 2020

ACCOUNTS PAYABLE

City Of Fircrest
MCAG #: 0583

As Of: 07/28/2020

Time: 16:11:52 Date: 07/22/2020
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Accts Pay #	Received	Date Due	Vendor	Amount	Memo
22561	07/21/2020	07/28/2020	4452		
			Woloszynski, Keri	244.78	Refund Overpayment - 1446 Cottonwood Ave
343 10 00 00			Storm Drain Fees & Charge	-34.50	Refund Overpayment - 1446 Cottonwood Ave
343 40 00 00			Sale Of Water	-59.08	Refund Overpayment - 1446 Cottonwood Ave
343 50 00 00			Sewer Revenues	-151.20	Refund Overpayment - 1446 Cottonwood Ave

Report Total:	906,247.86
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Fund	
001 General Fund	87,088.05
101 City Street Fund	10,998.40
301 Park Bond Capital Fund	410,912.48
415 Storm Drain	3,338.46
425 Water Fund (department)	12,423.12
426 Water Improvement Fund	38,391.71
430 Sewer Fund (department)	339,154.87
501 Equipment Rental Fund	3,940.77

This report has been reviewed by:

REMARKS:

Signature & Title

Date

CALL TO ORDER, PLEDGE OF ALLEGIANCE, AND ROLL CALL (Meeting was held primarily by remote attendance)

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, Joe Barrentine, Denny Waltier, and Jamie Nixon were present.

PRESIDING OFFICER’S REPORT

A. Pierce Transit Long Range Plan Update

Planning Manager Tina Lee presented the Destination 2040 plan and highlighted that with the expected population and employment growth, ridership will increase as well as new routes and frequency. There will be a required update in 2022 to align with PSRC’s Vision 2050 and they are keeping a close eye on the Four Corners development at Mildred and 19th.

B. Pool and Community Center Project

City Manager Pingel reported that the bid documents are posted and there will be two site visits/job walks with potential bidders in late July. Pingel plans to present the bid award at the August 25, 2020 meeting. Parks & Recreation Director Grover briefed the Council on the pool construction and reported that the tiling is underway after being delayed and the Staff will be attending a water quality webinar this week. Pingel briefed the Council on the construction timeline and hopes for substantial completion in 2-3 weeks and have the final signoff by Labor Day. Pingel reported that due to the current COVID case numbers, our swim season will more than likely be canceled, and the Community Center will not likely reopen before demolition. There was a brief discussion on allowing small group tours or creating a contest to allow the winners to partake in an inaugural swim and the risks and permitting associated with opening the pool. Lastly, Pingel reported that the endowment option is taking shape, the donor wall options will be presented at the July 28th meeting, and presented the brick color option for the plaza. The City staff is still waiting for a sample with the engraving color and the final cost information.

PUBLIC COMMENTS FOR ITEMS NOT ON THE AGENDA

George invited public comment; the following individuals provided written and/ or oral comment:

- Alina Yatsyuk, 702 Contra Costa Ave, commented that the City needs to open the playgrounds.
- Yolanda Brooks, 6448 19th Street Apt B, commented that she would like the name of the concrete contractor at the Pool and Bathhouse.
- Angel Beard, a Fircrest homeowner, commented that she is concerned about the sanitary sewer access plan near West Creek Estates
- Brian Rybolt, 1036 Daniels Drive, commented that Councilmember Nixon’s comment was rude.

COMMITTEE, COMMISSION, AND LIAISON REPORTS

A. Administration

Viafore reported that he would like to see limited Fircrest sponsored gatherings and sales tax reports are better than expected. Viafore also reported that he is encouraged by the Public Works bid numbers and that the City is financially solvent.

B. Environmental, Planning, and Building

Waltier has not had a chance to connect with Planning & Building Administrator Stahlnecker but the weekly update provided a good update.

C. Finance, IT, Facilities

Barrentine reported that the 2021 budget has been handed to the Department Heads and staff planned to discuss the first two-quarters financials at the August 28th meeting. Barrentine encouraged staff to provide a financial update at the Study Session to facilitate an informed discussion. Right Systems has completed the Wi-Fi transition and the police Wi-Fi will be coming soon.

D. Other Liaison Reports

No other reports provided

CONSENT CALENDAR

George requested the City Clerk read the Consent Calendar as follows: approval of Voucher No. 215181 through Voucher Check No. 215236 in the amount of \$89,110.59; approval of Payroll Check No. 13919 through Payroll Check No. 13922 in the amount of \$8,215.99; approval of Payroll Check No. 13923 through Payroll Check No. 13928 in the amount of \$79,422.98; approval of Payroll Check No. 13929 through Payroll Check No. 13930 in the amount of \$109,953.31; approval of the June 23, 2020, Regular Meeting Minutes; **Reynolds MOVED to approve the Consent Calendar as read; seconded by Viafore. The Motion Carried (7-0).**

PUBLIC HEARING

No public hearing was scheduled.

UNFINISHED BUSINESS

There was no unfinished business.

NEW BUSINESS

A. Ordinance No. 1657: Competitive Bidding Requirements

Finance Director Corcoran briefed the Council on the amendment and highlighted that the ordinance will allow the Staff to purchase in-state and out-of-state to find the best prices. **Reynolds MOVED to adopt Ordinance No. 1657 amending Section 1 of Ordinance No. 1127 and FMC 3.12.070 relating to exemptions to competitive bidding requirements; seconded by Nixon.** George invited Councilmember comments; none were provided. George invited public comment; none were provided. **The motion carried (7-0)**

B. Resolution No. 1660: Purchasing agreement with OMNIA Partners, Public Sector

Finance Director Corcoran briefed the Council on the agreement and reported that OMNIA is the company that we will be ordering the chairs and tables for the party room of the bathhouse. **Reynolds MOVED to adopt Resolution No. 1660 authorizing the City Manager to execute an agreement with OMNIA Partners, Public Sector to provide participation in a joint purchasing cooperative program; seconded by Nixon.** George invited Councilmember comments; none were provided. George invited public comment; none were provided. **The motion carried (7-0)**

C. Resolution No. 1661: RecDesk Recreation Software Agreement

Parks and Recreation Director Grover reported that the staff has researched the available options and liked RecDesk the most. RecDesk is a subscription-based software that renews yearly. **Reynolds MOVED to adopt Resolution No. 1661 authorizing the City Manager to**

execute an agreement with RecDesk LLC for Recreation Software for the City of Fircrest Parks & Recreation Department; seconded by Waltier. George invited Councilmember comments; Discussions included having a presentation at a Study Session and that a software program is needed to streamline business and cash follow controls. There was a brief discussion on delaying the purchase due to canceled programs and how the software will integrate with our website. George invited public comment; none were provided. **The motion carried (7-0)**

D. Resolution No. 1662: Pierce County Law Enforcement Memorandum of Understanding

Police Chief Cheesman briefed the Council on the Use of Force Investigation Team that stemmed from the passing of Initiative No. 9. The investigation team will conduct an independent, unbiased investigation of officer-involved use of force. The City will have two members of the public be representatives, Ms. Yolanda Brooks and Ms. Venus Dean-Bullinger. **Reynolds MOVED to adopt Resolution No. 1662 authorizing and directing the City Manager to have the Police Chief sign a Memorandum of Understanding with Pierce County Law Enforcement Executives with regards to investigating officers use of deadly force; seconded by Nixon.** George invited Councilmember comments; there was a brief discussion on investigations of use of force incidents including off-duty incidents and any FBI investigations would run concurrently with the local processes. Discussions also included appreciating the extra level of scrutiny due to our jurisdictions working so closely and the confidentiality of case materials. George invited Ms. Yolanda Brooks to comment; she commented that she has a background in law enforcement and has a long history of community engagement. George invited public comment; none were provided. **The motion carried (7-0)**

CITY MANAGER COMMENTS

City Manager Pingel reported that the upcoming study session will be budget projections and discussion about Council goals from the 2018 workshop. The staff has started looking forward to the 2021 budget.

DEPARTMENT HEAD COMMENTS

Police Chief Cheesman reported that there will be interviews for the sergeant position opening and plans to have the updated Use of Force policies to the City Attorney within the next couple weeks. Viafore asked if the staff plans to create another eligibility list since only two candidates moved forward on the current list. Cheesman reports that the staff intends to hire one candidate right away and conduct another round of oral boards. The staff will continue to conduct background investigations.

Parks & Recreation Director Grover reported that he would be happy to provide a RecDesk tutorial if any Councilmembers would like to see the software.

Public Works Director Wakefield updated the Council on the bid openings for the Alameda Overlay Project and the Emerson Sidewalk Extension Project. Wakefield reports that the bids were favorable and plans to bring the bid awards to the August 28th meeting. George asked if the curb and gutter are eligible for grant funds and staff reports it is not authorized in the grant funding but

there is a match option. Wakefield also reported that the new Administrative Assistant, June Wheeler, has started and has jumped right in to help the department.

Planning and Building Administrator Stahlnecker briefed the Council that the notices have went out for Form-Based Code and she has not received any comments.

COUNCILMEMBER COMMENTS

- Viafore; expressed thanks to Yolanda Brooks and offered condolences for her house fire. He was impressed with Planning & Building Administrative Assistant, Suzie Cappiello, and is pleased with the new hires throughout the City. He is very excited about the financial outlook moving forward.
- Reynolds commented on her concern about the COVID-19 7-day rolling trend going up and the ICU beds are filling up. Reynolds would like to see the City use CARES funds to help struggling residents.

Viafore left the meeting at 9:01 pm and returned at 9:03 pm.

- Wittner; commented that he will be absent for the next regular meeting and he would like to explore the option of letting a few youths swim in the pool once complete
- Barrentine; commented to wear your masks and would like staff to contact him about yard waste making its way into the street.
- Waltier; commented that he sends his condolences to Ms. Yolanda Brooks for her apartment fire. He thanked Ms. Yatsyuk for her comments and expressed that we are trying to help Fircrest and not to be discouraged.
- Nixon: no comment provided.
- George: commented that Fircrest has a measure on the August 4th primary ballot and asked staff to promote the election. He commented that he may be home late ahead of the Study Session and to wear your masks.

EXECUTIVE SESSION

No executive session was scheduled.

ADJOURNMENT

Waltier MOVED to adjourn the meeting at 9:09 P.M., seconded by Viafore. The Motion Carried (7-0).

Hunter T. George, Mayor

Jayne Westman, City Clerk

CALL TO ORDER, PLEDGE OF ALLEGIANCE AND ROLL CALL (Meeting was held primarily by remote attendance)

Mayor Hunter T. George called the study session to order at 6:04 P.M. and led the pledge of allegiance. Councilmembers David M. Viafore, Shannon Reynolds, Joe Barrentine, Denny Waltier were present. Councilmembers Jaime Nixon and Brett Wittner were absent and excused.

AGENDA MODIFICATIONS

There were none.

DISCUSSION OF 2021 POOL PROGRAM

Parks & Recreation Director Grover presented the 2021 pool program and highlighted proposed rates, programs, and rental options. Grover presented proposed pool schedules to allow for maximum use. Discussions were held on the requirements to receive free admission, pool and rental rates for residents and nonresidents, and party room rental fees. There was consensus to maintain current pool rates for residents and bring back the proposed pool rates at a future meeting.

2021 BUDGET EXPECTATIONS AND DISCUSSION

City Manager Pingel addressed the Council and provided an update on the COVID-19 impacts on the current budget and discussed the funding options for the curb and gutter improvements. There was Council consensus to use the REET fund to complete the curb and gutter portion of the Alameda Grind and Overlay Project. Pingel reported that sales tax has come in higher than expected and while the staff is pleased, they are still cautious as the City is still showing a shortfall. Pingel briefed the Council on the updated Council Goals & Priorities as well as discussed, the 2020 budget expectations stemming from the June 2019 study session. Discussions were held on diversity, equity, and inclusion training opportunities and maintaining the electronic reader board budget item.

ADJOURNMENT

Reynolds MOVED to adjourn the meeting at 7:47 P.M., seconded by Barrentine. The Motion Carried (5-0).

Hunter T. George, Mayor

Jayne Westman, City Clerk

FIRCREST CITY COUNCIL AGENDA SUMMARY

COUNCIL MEETING DATE: July 28, 2020

SUBJECT: 10A Contract Award for the Alameda Ave. Overlay Project

FROM: Jerry Wakefield, Public Works Director

RECOMMENDED MOTION:

I move the City Council to authorize the City Manager to award the contract for the Alameda Ave. Overlay Project to Miles Resources, LLC in the amount of \$334,421.75 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 Alameda Ave. Grind and Overlay Project to Miles Resources, LLC in the amount of \$334,412.75. By this action, the Council gives the 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. This award amount includes the alternative of the curb and gutter along the west side of the project.

FISCAL IMPACT:

Six bids were received. The bids ranged from \$334,421.75 to \$533,683.00.00. The engineer’s estimate was \$572,933.25. The project is being funded by a grant from TIB. As a result of the bids, the amount of the City’s match was reduced. As the budget was to use REET funds for the matching funds, it is proposed that the curb and gutter portion of the project be paid for from REET funds. The curb and gutter alternative is a non-eligible item that is not covered by the grant. TIB grant will fund the remaining portion of the project.

ADVANTAGES:

This bid is within the budget and grant amounts for this project. The low bidder is responsive and comes recommended to do this project. Due to the low bid and reduced amount of matching funds, the curb and gutter alternate is viable.

DISADVANTAGES:

None.

ALTERNATIVES:

Not to proceed with the project and return funding to TIB.

HISTORY:

This project is being funded by a grant from the Washington State Transportation Improvement Board (TIB). The overall scope of the project is outlined in the 2019 Alameda Overlay funding application. The primary purpose of the project is for pavement restoration on Alameda Ave. from Regents to Electron Way by grinding and overlaying the road surface.

A curb and gutter alternate was bid to get prices to complete that ineligible item that could not be funded by the grant. Due to the low bid, the alternate bid item is recommended to be awarded with the project.

KPG tabulated the bids and checked on the responsiveness and references of the bids.

Attached is a copy of the KPG letter of recommendation to award to Miles Resources, LLC.

KPG and TIB acknowledge that Miles Resources, LLC is a qualified bidder and this is a responsive bid for the Alameda Ave. Grind and Overlay Project.

Attachment: [KPG Recommendation Letter](#)



July 16, 2020

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

RE: Alameda Ave Grind & Overlay Project
TIB No. 3-P-130(003)-1

Dear Jerry,

On July 14, 2020, sealed bids were received and opened for the Alameda Avenue Grind & Overlay Project in City of Fircrest City Hall at 10:00 a.m. Six bids were submitted, with the results of the bids and Engineer's Estimate as follows:

Bidder's Name	Base Bid	Alternate A1	Total
Engineer's Estimate (Base bid and alternate)	\$ 446,671.25	+ \$ 126,262.00	= \$ 572,933.25
Miles Resources, LLC. (Apparent Low)	\$ 260,101.75	+ \$ 74,320.00	= \$ 334,421.75
Northwest Cascade, Inc.	\$ 321,263.00	+ \$ 76,835.00	= \$ 398,098.00
Tucci & Sons, Inc.	\$ 324,519.25	+ \$ 62,788.00	= \$ 387,307.25
Tony Lind Paving, LLC	\$ 304,814.00	+ \$ 67,824.00	= \$ 372,638.00
Puget Paving and Construction, Inc.	\$ 359,025.30	+ \$ 98,170.00	= \$ 457,195.30
Lakeside Industries	\$ 409,503.00	+ \$ 124,180.00	= \$ 533,683.00

Miles Resources, LLC is the apparent low bidder.

Contractor Qualifications

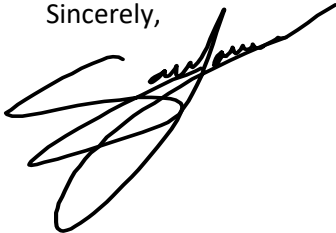
- Verified Bidder Responsibility Checklist and project documents.
- Exhibit 1: Bid Tabulations indicate that Miles Resources, LLC has prepared the proposal correctly, without errors and projects as the low bid.
- Exhibit 2: Verification of Miles Resources, LLC contractor's license from the Department of Labor and Industries; verification of Business Registrations; verification of Insurance of Coverage, verification of State Excise Tax Registration, verification that Miles Resources, LLC is not on the State Tax Payment delinquent list. Miles Resources, LLC is not on the State L&I and Federal "Debarred Contractors" List and is not on the State L&I Contractor Strike List.

- Exhibit 3: Reference Checks
 - City of Tacoma – Streets Initiative Pkg #9 – Neal Sartain “I always had a good relationship with Miles. Any discrepancies that arose, they would follow up with us in a timely manner. They were always very professional, and the project went very smooth. We would hire them back at any time. Anyone who has the opportunity to work with them would be very lucky.”
 - City of Des Moines – 2019 Overlay Des Moines Memorial Dr. S. – Pete Kang “Miles was great. Responsible. Very on top of it.”
 - King County – 2018 Countywide Pavement Preservation – Paul Moore “Miles was a great contractor. Can’t recommend them enough. They were on top of their stuff and paperwork. Our project was up for awards in 2017-2019 and Miles turned in applications for those awards. Overall really good.”
- Exhibit 4: Subcontractor verification

Based on the outcome of the bids and a check of the Contractor’s qualifications, I recommend that the City of Fircrest award a construction contract to Miles Resources, LLC in the amount of \$334,421.75

Please call me with any questions, (253-627-0720)

Sincerely,



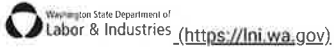
Sam Lawrence, KPG

Project Manager

Attachments: Bidder Responsibility Checklist and Project Documents

Exhibits 1-4

Some L&I regional offices are now open on a limited basis by appointment only, for services that cannot be provided over the phone or online. Masks are required for in-person appointments. Call the office near you (<https://lni.wa.gov/agency/contact/#office-locations>) for assistance, or call **360-902-5800** from 8 a.m. to 5 p.m. weekdays (except state holidays).



MILES RESOURCES LLC

Owner or tradesperson

Principals
KITTILSBY, LISA JEAN, PARTNER/MEMBER

400 Valley Ave NE
PUYALLUP, WA 98372
253-383-3585
PIERCE County

MILES, WALTER
FRANK, PARTNER/MEMBER
KITTILSBY, TIMOTHY, MANAGER
THOMAS, JEFFERY, MANAGER
(End: 10/30/2017)

Doing business as
MILES RESOURCES LLC

WA UBI No.
602 870 349

Business type
Limited Liability Company
Governing persons
**LISA
J
KITTILSBY
WALTER F MILES;**

License

Verify the contractor's active registration / license / certification (depending on trade) and any past violations.

Construction Contractor

**Active
Meets current requirements.**

License specialties
GENERAL

License no.
MILESRL897RK

Effective — expiration
12/12/2011— 12/12/2021

Bond

Liberty Mutual Ins Co
Bond account no.
023026607

\$12,000.00

Received by L&I
10/02/2013

Effective date
10/02/2013
Expiration date
Until Canceled

Insurance

Continental Western Ins Co
Policy no.
CWP2865825

\$1,000,000.00

Received by L&I
12/12/2011

Effective date
04/01/2011
Expiration date
Until Canceled

Alaska National Insurance Co	\$1,000,000.00
Policy no. 20DLS11734	
Received by L&I 03/30/2020	Effective date 04/01/2020
	Expiration date 04/01/2021

Insurance history

Savings

No savings accounts during the previous 6 year period.

Lawsuits against the bond or savings

No lawsuits against the bond or savings accounts during the previous 6 year period.

L&I Tax debts

No L&I tax debts are recorded for this contractor license during the previous 6 year period, but some debts may be recorded by other agencies.

License Violations

No license violations during the previous 6 year period.

Certifications & Endorsements

OMWBE Certifications

No active certifications exist for this business.

Apprentice Training Agent

Registered training agent. [Check their eligible programs and occupations.](#)

Workers' Comp

Do you know if the business has employees? If so, verify the business is up-to-date on workers' comp premiums.

L&I Account ID
183,696-00

**Account is in good standing.
Quarterly report received and is being processed.**

Doing business as

MILES RESOURCES LLC

Estimated workers reported

Pending current quarter filing

L&I account contact

T4 / ALISON WOODWARD (360)902-4629 - Email: WOAL235@lni.wa.gov

Public Works Requirements

Verify the contractor is eligible to perform work on public works projects.

Required Training- Effective July 1, 2019

Exempt from this requirement.

Contractor Strikes

No strikes have been issued against this contractor.

Contractors not allowed to bid

No debarments have been issued against this contractor.

Workplace Safety & Health

Check for any past safety and health violations found on jobsites this business was responsible for.

Inspection results date
01/02/2019

No violations

Inspection no.
317952001

Location
**2800 104th ST CT South
Lakewood, WA 98499**

Inspection results date
07/11/2018

Violations

Inspection no.

317949607

Location

**18080 Canyon Rd.
Tacoma, WA 98446**

Inspection results date

10/26/2017

No violations

Inspection no.

317946548

Location

**S. Fruitland Ave. & 86th ST E
Puyallup, WA 98371**

Inspection results date

09/16/2014

Violations

Inspection no.

317424224

Location

**Waller Rd E and Military Rd E
Tacoma, WA 98372**



STATE OF WASHINGTON

Department of Labor & Industries

Certificate of Workers' Compensation Coverage

July 15, 2020

WA UBI No.	602 870 349
L&I Account ID	183,696-00
Legal Business Name	MILES RESOURCES LLC
Doing Business As	MILES RESOURCES LLC
Workers' Comp Premium Status:	Account is in good standing. Quarterly report received and is being processed.
Estimated Workers Reported (See Description Below)	Pending current quarter filing
Account Representative	Employer Services Help Line, (360) 902-4817
Licensed Contractor?	Yes
License No.	MILESRL897RK
License Expiration	12/12/2021

What does "Estimated Workers Reported" mean?

Estimated workers reported represents the number of full time position requiring at least 480 hours of work per calendar quarter. A single 480 hour position may be filled by one person, or several part time workers.

Industrial Insurance Information

Employers report and pay premiums each quarter based on hours of employee work already performed, and are liable for premiums found later to be due.

Industrial insurance accounts have no policy periods, cancellation dates, limitations of coverage or waiver of subrogation (See [RCW 51.12.050](#) and [51.16.190](#)).

SAM Search Results
List of records matching your search for :

Search Term : MILES RESOURCES LLC*
Record Status: Active

ENTITY	MILES RESOURCES LLC	Status: Active
DUNS: 961678013	+4:	CAGE Code: 5XD04 DoDAAC:
Expiration Date: 03/26/2021	Has Active Exclusion?: No	Debt Subject to Offset?: No
Address: 400 VALLEY AVE NE		
City: PUYALLUP	State/Province: WASHINGTON	
ZIP Code: 98372-2516	Country: UNITED STATES	

Washington State Department of Revenue

[Services](#)
 [Business Lookup](#)
 [MILES RESOURCES](#)

License Information:

[New search](#)
 [Back to results](#)

Entity name: MILES RESOURCES LLC
Business name: MILES RESOURCES
Entity type: [Limited Liability Company](#)
UBI #: 602-870-349
Business ID: 001
Location ID: 0001
Location: Active
Location address: 400 VALLEY AVE NE
 PUYALLUP WA 98372-2516
Mailing address: 400 VALLEY AVE NE
 PUYALLUP WA 98372-2516
Excise tax and reseller permit status: [Click here](#)
Secretary of State status: [Click here](#)

Endorsements

Filter						
1 of 3						
Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance
Bonney Lake General Business - Non-Resident				Active	Oct-31-2020	Nov-18-2009
Buckley General Business - Non-Resident				Active	Oct-31-2020	Aug-09-2016
Burien General Business - Non-Resident	07942			Active	Oct-31-2020	Nov-09-2009
Covington General Business - Non-Resident				Active	Oct-31-2020	Jul-31-2013
DuPont General Business - Non-Resident	774			Active	Oct-31-2020	Oct-28-2010
Eatonville General Business - Non-Resident				Active	Oct-31-2020	Jun-23-2011
Edgewood General Business - Non-Resident				Active	Oct-31-2020	Mar-17-2014
Enumclaw General Business - Non-Resident	GUST00007303			Active	Oct-31-2020	Mar-26-2015
Federal Way General Business - Non-Resident	09-104415-00-BL			Active	Oct-31-2020	Nov-13-2009
Fife General Business - Non-Resident				Active	Oct-31-2020	Nov-13-2013
Fircrest General Business - Non-Resident				Active	Nov-30-2020	Dec-02-2019
Gig Harbor General Business - Non-Resident				Active	Oct-31-2020	Nov-18-2009
Kirkland General Business - Non-Resident	OBL29457			Active	Oct-31-2020	Feb-28-2018
Lacey General Business - Non-Resident	18567			Active	Oct-31-2020	Dec-31-2009
				Active	Nov-30-2020	Dec-03-2019

1 of 3

Endorsements

Filter						
1 of 3						
Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance
Lake Stevens General Business - Non-Resident						
1 of 3						

Governing People *May include governing people not registered with Secretary of State*

Governing people	Title
KITTILSBY, LISA	
KITTILSBY, TIM	
MILES, WALT	

Registered Trade Names

Registered trade names	Status	First issued
MILES RESOURCES	Active	Mar-04-2015

[View Additional Locations](#)

The Business Lookup information is updated nightly. Search date and time: 7/20/2020 12:14:21 PM

Working together to fund Washington's future

Miles Resources LLC Reference Checks:

Neal Sartain for Streets Initiative Package #9 in Tacoma –

“I always had a good relationship with Miles. Any discrepancies that arose, they would follow up with us in a timely manner. They were always very professional, and the project went very smooth. We would hire them back at any time. Anyone who has the opportunity to work with them would be very lucky.”

Pete Kang for 2019 Overlay – Des Moines Memorial Dr S. in City of SeaTac –

“Miles was great. Responsible. Very on top of it.”

Paul Moore for 2018 Countrywide Pavement Preservation in King County –

“Miles was a great contractor. Can’t recommend them enough. On top of their stuff and paperwork. Our project was up for awards in 2017-2019 and Miles turned in applications for those awards. Overall really good.”

Miles Resources, LLC - Completed & Construction Project Reference List

Project Name	Miles Job No.	Project Type	Date Completed	Contracting Company	Contact Name	Phone Number	Contract Amount
8th Ave South	16035	Road Improvement	08/04/2016	Pierce County	Susan Holdener	253-798-7172	\$ 1,228,518.00
SR167, SW of Gradview Ave to W of 87th Ave E	17010	Road Improvement	08/31/2017	WSDOT	Dori Hill	360-705-7569	\$ 766,689.00
Alley Improvement LID 8660 / Streets Initiative: Stewart Middle School	17021	Road Improvement	07/10/2017	City of Tacoma	Chuck Blankenship	253-591-5000	\$ 893,572.00
Lakewood Drive SW - 100th St SW to Steilacoom Blvd.	17042	Road Improvement	07/19/2017	City of Lakewood	Eric Swastrom	253-983-7751	\$ 1,160,590.00
Lakeview Ave Sidewalk Improvements	17031	Road Improvement	08/02/2017	City of Lakewood	Troy Pokswinski	253-589-2489	\$ 1,668,208.00
2018 Asphalt Overlay Program	18062	Road Improvement	09/11/2018	Pierce County	Susan Holdener	253-798-7172	\$ 2,283,800.00
Streets Initiative Package #9	18019	Road Improvement	09/28/2018	City of Tacoma	Neal Sartain	253-208-3739	\$ 1,100,890.00
Canyon Road East - 192nd St E To Frederickson Industrial Pk	18046	Site/Road Improvement	07/09/2019	Pierce County	Susan Holdener	253-798-7172	\$ 2,598,323.82
2018 Countywide Pavement Preservation	18115	Road Improvement	12/18/2019	King County	Paul Moore	206-423-1081	\$ 10,558,333.00
Bridgeport Way West Overlay, Cirque Dr. W To 37th St. W	19015	Site/Road Improvement	06/14/2019	City of University Place	Leslie Blaisdell	253-566-5656	\$ 992,765.09
2019 Asphalt Overlay Project	19024	Road Improvement	11/01/2019	City of Federal Way	Jeff Huynh	253-835-2721	\$ 1,513,229.40
2019 Overlay - Des Moines Memorial Dr S	19037	Site/Road Improvement	10/10/2019	City of SeaTac	Pete Kang	206-973-4800	\$ 1,529,669.94
9th Ave SW; 5th St SW To S Meridian Utility Improvements	19068	Site/Road Improvement	10/15/2019	City of Puyallup	Ted Hill	253-841-5463	\$ 1,248,495.96

SUBCONTRACTOR AND MATERIAL SUPPLIER LISTING

Bidders must list the Firm Name for all subcontractors and material suppliers whose scope of work is identified under Designated Work below.

In addition, Bidders must also list the Firm Name for all Subcontractors whose subcontracts exceed ten (10) percent of the submitted Bid amount, and identify the Designated Work for those Subcontractors in the column provided.

List each Firm Name only once unless the subcontractor or material supplier is performing work under more than one category. If a Designated Work category requires more than one subcontractor or material supplier, then list only the Firm Name with the largest dollar value of work in that category.

If the Bidder intends to perform the work without a subcontractor, then "N.A." is an acceptable response in the column of Firm Name, unless this Contract requires the work to be performed by a Subcontractor.

(If additional space is required, provide same information on separate sheet)

Firm Name

Designated Work

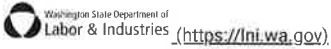
Wilson Concrete Construction
Ground Up
Stripe Rite
O' Bunco

Concrete
Planing / Pavement Repair Exc.
Pavement Markings
Survey Items


Signed by Bradley Griffith - Vice President / General Manager

Miles Resources, LLC
Name of Bidder/Firm Submitting Bid

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WILSON CONCRETE CONST INC

Owner or tradesperson

Principals

WILSON, EDWARD A, PRESIDENT

WILSON, CYNTHIA D, VICE PRESIDENT

PO BOX 275
ENUMCLAW, WA 98022
253-863-8888
KING County

Doing business as

WILSON CONCRETE CONST INC

WA UBI No.

602 168 956

Business type

Corporation

Governing persons

EDWARD

A

WILSON

CYNTHIA D WILSON;

License

Verify the contractor's active registration / license / certification (depending on trade) and any past violations.

Construction Contractor

Active

Meets current requirements.

License specialties

CONCRETE

License no.

WILSOCC991R8

Effective — expiration

12/28/2001— 03/09/2022

Bond

DEVELOPERS SURETY & INDEMNITY

\$6,000.00

Bond account no.

856726C

Received by L&I

12/28/2001

Effective date

12/27/2001

Expiration date

Until Canceled

Insurance

Ohio Security Ins Co

\$1,000,000.00

Policy no.

BKS55113214

Received by L&I

05/07/2020

Effective date

05/11/2020

Expiration date

05/11/2021

Ohio Cas Ins Co

\$1,000,000.00

Policy no.

BKS555113214

Received by L&I
05/04/2020Effective date
05/11/2015
Expiration date
05/11/2021**Insurance history****Savings**

No savings accounts during the previous 6 year period.

Lawsuits against the bond or savings

No lawsuits against the bond or savings accounts during the previous 6 year period.

L&I Tax debts

No L&I tax debts are recorded for this contractor license during the previous 6 year period, but some debts may be recorded by other agencies.

License Violations

No license violations during the previous 6 year period.

Certifications & Endorsements**OMWBE Certifications**

No active certifications exist for this business.

Apprentice Training Agent

Registered training agent. Check their eligible programs and occupations.

Workers' Comp

Do you know if the business has employees? If so, verify the business is up-to-date on workers' comp premiums.

L&I Account ID
024,692-00

Call L&I account representative for account status.

Doing business as
WCCIEstimated workers reported
Incomplete premium report received.L&I account contact
T0 / JULIE SUR (360)902-4715 - Email: SURJ235@lni.wa.gov**Public Works Requirements**

Verify the contractor is eligible to perform work on public works projects.

Required Training- Effective July 1, 2019

Exempt from this requirement.

Contractor Strikes

No strikes have been issued against this contractor.

Contractors not allowed to bid

No debarments have been issued against this contractor.

Workplace Safety & Health

Check for any past safety and health violations found on jobsites this business was responsible for.

Inspection results date
05/08/2019

Violations

Inspection no.
317953534Location
3412 Airport Way S
Seattle, WA 98134Inspection results date
06/27/2017

Violations

Inspection no.
317944723Location
1201 39th Ave SW
Puyallup, WA 98373

Inspection results date

07/23/2014

Violations

Inspection no.

317385508

Location

**909 E. Wishkah Street
Aberdeen, WA 98520**

Washington State Department of Revenue

[Services](#) [Business Lookup](#) **WILSON CONCRETE CONSTRUCTION, INC.**

License Information:

[New search](#) [Back to results](#)

Entity name: WILSON CONCRETE CONSTRUCTION, INC.

Business name: WILSON CONCRETE CONSTRUCTION, INC.

Entity type: Profit Corporation

UBI #: 602-168-956

Business ID: 001

Location ID: 0002

Location: Active

Location address: 12557 SE GREEN VALLEY RD
AUBURN WA 98092-8503

Mailing address: PO BOX 275
ENUMCLAW WA 98022-0275

Excise tax and reseller permit status: [Click here](#)

Secretary of State status: [Click here](#)

Endorsements

Filter						
1 of 2						
Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance
Black Diamond General Business - Non-Resident	BUS16-0016			Active	Dec-31-2020	Mar-20-2019
Bonney Lake General Business - Non-Resident				Active	Dec-31-2020	Jan-08-2016
Covington General Business - Non-Resident				Active	Dec-31-2020	Jan-07-2016
Duvall General Business - Non-Resident				Active	Dec-31-2020	Oct-04-2016
Edmonds General Business - Non-Resident				Active	Nov-30-2020	Nov-07-2019
Enumclaw General Business - Non-Resident	CUST00005760 2			Active	Dec-31-2020	Jan-14-2016
Federal Way General Business - Non-Resident	17-102319-00-BL			Active	Dec-31-2020	May-16-2017
Fife General Business - Non-Resident				Active	Dec-31-2020	Mar-22-2018
Gig Harbor Nonprofit Business				Active	Dec-31-2020	Jan-05-2016
Issaquah General Business - Non-Resident				Active	Dec-31-2020	Apr-14-2016
Kirkland General Business - Non-Resident	OBL28149			Active	Dec-31-2020	Mar-28-2018

1 of 2

Endorsements

Filter						
1 of 2						
Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance
Lacey General Business - Non-Resident	25952			Active	Dec-31-2020	Jan-29-2016
Lakewood General Business - Non-Resident	BL10-00786			Active	Dec-31-2020	Aug-30-2010
Marysville General Business - Non-Resident	8888CON919			Active	Aug-31-2020	Aug-22-2019
Mercer Island General Business - Non-Resident	190468			Active	Dec-31-2020	Oct-09-2019
1 of 2						

Governing People *May include governing people not registered with Secretary of State*

Governing people	Title
WILSON, CYNTHIA D	
WILSON, EDWARD A	

Registered Trade Names

Registered trade names	Status	First issued
WCCI	Active	Jan-29-2002

[View Additional Locations](#)

The Business Lookup information is updated nightly. Search date and time: 7/20/2020 12:28:04 PM

Working together to fund Washington's future

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GROUND UP ROAD CONST INC

Owner or tradesperson

Principals

STULTZ, RAYMOND SCOTT, PRESIDENT

STULTZ, SUSAN MARIE, VICE PRESIDENT

PO BOX 1690
MILTON, WA 98354-1690
253-891-1413
PIERCE County

Doing business as

GROUND UP ROAD CONST INC

WA UBI No.

602 790 246

Business type

Corporation

Governing persons

RAYMOND
SCOTT
STULTZ
SUSAN MARIE STULTZ;

License

Verify the contractor's active registration / license / certification (depending on trade) and any past violations.

Construction Contractor

Active
Meets current requirements.

License specialties

Paving/ Striping/ Seal Coating

License no.

GROUNUR929CR

Effective — expiration

02/19/2008— 02/19/2022

Bond

Travelers Cas and Surety Co of America

\$6,000.00

Bond account no.

106226951

Received by L&I

01/16/2015

Effective date

02/15/2015

Expiration date

Until Canceled

Bond history

Insurance

Zurich American Ins Co

\$1,000,000.00

Policy no.

GLA0937483

Received by L&I

05/26/2020

Effective date

07/01/2020

Expiration date

07/01/2021

Zurich American Ins Co

\$1,000,000.00

Policy no.
CPP0518642

Received by L&I
05/26/2020

Effective date
07/01/2020
Expiration date
07/01/2021

Insurance history

Savings

No savings accounts during the previous 6 year period.

Lawsuits against the bond or savings

No lawsuits against the bond or savings accounts during the previous 6 year period.

L&I Tax debts

No L&I tax debts are recorded for this contractor license during the previous 6 year period, but some debts may be recorded by other agencies.

License Violations

No license violations during the previous 6 year period.

Certifications & Endorsements

OMWBE Certifications

No active certifications exist for this business.

Apprentice Training Agent

No active Washington registered apprentices exist for this business. Washington allows the use of apprentices registered with Oregon or Montana. Contact the Oregon Bureau of Labor & Industries or Montana Department of Labor & Industry to verify if this business has apprentices.

Workers' Comp

Do you know if the business has employees? If so, verify the business is up-to-date on workers' comp premiums.

L&I Account ID
915,605-05

Account is current.

Doing business as

GROUND UP ROAD CONSTRUCTION IN

Estimated workers reported

Quarter 1 of Year 2020 "21 to 30 Workers"

L&I account contact

T2 / IDA HAYNES (360)902-5635 - Email: HAYN235@lni.wa.gov

Public Works Requirements

Verify the contractor is eligible to perform work on public works projects.

Required Training- Effective July 1, 2019

Exempt from this requirement.

Contractor Strikes

No strikes have been issued against this contractor.

Contractors not allowed to bid

No debarments have been issued against this contractor.

Workplace Safety & Health

Check for any past safety and health violations found on jobsites this business was responsible for.

Inspection results date
09/15/2017

Violations

Inspection no.
317944896

Location

**1107 140th Avenue Ct E
Sumner, WA 98390**

Inspection results date
08/20/2015

Violations

Inspection no.
317937351

Location

7/20/2020

GROUND UP ROAD CONST INC

Gateway Drive S
Tukwila, WA 98168

Washington State Department of Revenue

[Services](#) [Business Lookup](#) [GROUND UP ROAD CONSTRUCTION INC](#)

License Information:

[New search](#) [Back to results](#)

Entity name: GROUND UP ROAD CONSTRUCTION, INC.

Business name: GROUND UP ROAD CONSTRUCTION INC

Entity type: [Profit Corporation](#)

UBI #: 602-790-246

Business ID: 001

Location ID: 0001

Location: Active

Location address: 1107 140TH AVENUE CT E
SUMNER WA 98390-9653Mailing address: PO BOX 1690
MILTON WA 98354-1690Excise tax and reseller permit status: [Click here](#)Secretary of State status: [Click here](#)

Endorsements

Filter						
1 of 2						
Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance
Bainbridge Island General Business - Non-Resident				Active	May-31-2021	May-14-2020
Bellingham General Business	040337			Active		Feb-15-2012
Buckley General Business - Non-Resident				Active	Apr-30-2021	Apr-22-2020
Burien General Business - Non-Resident	08530			Active	Dec-31-2020	Sep-28-2010
East Wenatchee General Business - Non-Resident				Active	Dec-31-2020	Sep-18-2018
Enumclaw General Business - Non-Resident	BUS2020-0081			Active	Feb-28-2021	Mar-05-2020
Fircrest General Business - Non-Resident				Active	Oct-31-2020	Oct-15-2019
Gig Harbor General Business - Non-Resident				Active	Dec-31-2020	Aug-25-2010
Granger General Business - Non-Resident				Active	Jul-31-2021	Jul-09-2020
Kirkland General Business - Non-Resident	OBL21951			Active	Dec-31-2020	Sep-09-2018
Lacey General Business - Non-Resident	30912			Active	Dec-31-2020	Dec-22-2017

1 of 2

Endorsements

Filter						
1 of 2						
Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance
Lakewood General Business - Non-Resident	BL09-00832			Active	Dec-31-2020	Aug-28-2009
Maple Valley General Business - Non-Resident				Active	May-31-2021	Jun-01-2020
Newcastle General Business - Non-Resident				Active	Feb-28-2021	Mar-02-2020
Olympia General Business - Non-Resident	19860			Active	Dec-31-2020	Jun-21-2010
1 of 2						

Governing People *May include governing people not registered with Secretary of State*

Governing people	Title
------------------	-------

STULTZ, R SCOTT

STULTZ, SUSAN

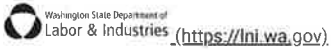
Registered Trade Names

Registered trade names	Status	First issued
GROUND UP CONSTRUCTION	Active	Jan-03-2008
GROUND UP ROAD RECYCLE	Active	Jan-03-2008
GROUND UP ROAD RECYCLING	Active	Jan-03-2008
M & M ROAD RECYCLE	Active	Jan-03-2008

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STRIPE RITE INC

Owner or tradesperson

Principals

BATEMAN, STEVEN MORRIS, PRESIDENT

EVERARD, LLOYD DONALD, SECRETARY

(End: 12/31/2012)

1813 137TH AVE E
SUMNER, WA 98390
253-833-0484
PIERCE County

Doing business as

STRIPE RITE INC

WA UBI No.

601 048 084

Business type

Corporation

License

Verify the contractor's active registration / license / certification (depending on trade) and any past violations.

Construction Contractor

Active

Meets current requirements.

License specialties

GENERAL

License no.

STRIPRI121JM

Effective — expiration

04/14/1988 — 04/17/2021

Bond

Merchants Bonding Co (Mutual)

\$12,000.00

Bond account no.

WA27607

Received by L&I

03/20/2014

Effective date

04/01/2014

Expiration date

Until Canceled

Bond history

Insurance

Continental Western Ins Co

\$1,000,000.00

Policy no.

CPA6013651

Received by L&I

04/06/2020

Effective date

04/11/2016

Expiration date

04/11/2021

Insurance history

Savings

No savings accounts during the previous 6 year period.

Lawsuits against the bond or savings

No lawsuits against the bond or savings accounts during the previous 6 year period.

L&I Tax debts

No L&I tax debts are recorded for this contractor license during the previous 6 year period, but some debts may be recorded by other agencies.

License Violations

No license violations during the previous 6 year period.

Certifications & Endorsements**OMWBE Certifications**

No active certifications exist for this business.

Apprentice Training Agent

Registered training agent. Check their eligible programs and occupations.

Workers' Comp

Do you know if the business has employees? If so, verify the business is up-to-date on workers' comp premiums.

L&I Account ID

477,182-01

**Account is in good standing.
Quarterly report received and is being
processed.**

Doing business as

STRIPE RITE INC

Estimated workers reported

Pending current quarter filing

L&I account contact

T4 / CASSANDRA SMITH (360)902-5632 - Email: SMCA235@lni.wa.gov

Public Works Requirements

Verify the contractor is eligible to perform work on public works projects.

Required Training– Effective July 1, 2019

Exempt from this requirement.

Contractor Strikes

No strikes have been issued against this contractor.

Contractors not allowed to bid

No debarments have been issued against this contractor.

Workplace Safety & Health

Check for any past safety and health violations found on jobsites this business was responsible for.

No inspections during the previous 6 year period.

Washington State Department of Revenue

[Services](#)
[Business Lookup](#)
[STRIPE RITE, INC.](#)

License Information:

[New search](#)
[Back to results](#)

Entity name: STRIPE RITE, INC.
Business name: STRIPE RITE, INC.
Entity type: [Profit Corporation](#)
UBI #: 601-048-084
Business ID: 001
Location ID: 0001
Location: Active
Location address: 1813 137TH AVE E
 SUMNER WA 98390-9645
Mailing address: 1813 137TH AVE E
 SUMNER WA 98390-9645

Excise tax and reseller permit status: [Click here](#)

Secretary of State status: [Click here](#)

Endorsements

<i>Filter</i>						
2 of 6						
Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance
Eatonville General Business - Non-Resident				Active	Sep-30-2020	Nov-04-2009
Edgewood General Business - Non-Resident				Active	Sep-30-2020	May-06-2014
Edmonds General Business - Non-Resident	NR-026049			Active	Sep-30-2020	Aug-16-2007
Ellensburg General Business - Non-Resident	13844			Active	Sep-30-2020	Nov-29-2017
Enumclaw General Business - Non-Resident	CUST00005786			Active	Sep-30-2020	Aug-02-2013
Federal Way General Business - Non-Resident	00-101912-00-BL			Active	Sep-30-2020	Jan-08-2000
Ferndale General Business - Non-Resident	57004			Active	Dec-31-2020	Jun-24-2020
Fife General Business - Non-Resident				Active	Sep-30-2020	Dec-19-2014
Fircrest General Business - Non-Resident				Active	Sep-30-2020	Mar-17-2017
Gig Harbor General Business - Non-Resident				Active	Sep-30-2020	Jul-22-2008
Grandview General Business - Non-Resident	85265			Active	Sep-30-2020	Dec-06-2018

2 of 6

Endorsements

Filter						
2 of 6						
Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance
Granger General Business - Non-Resident				Active	Jul-31-2021	Jul-09-2020
Issaquah General Business - Non-Resident	BUS03-00209			Active	Sep-30-2020	Sep-09-2006
Kelso General Business - Non-Resident				Active	Sep-30-2020	Dec-27-2012
Kirkland General Business - Non-Resident	OBL-0000807			Active	Sep-30-2020	Jun-29-2018
2 of 6						

Governing People *May include governing people not registered with Secretary of State*

Governing people	Title
BATEMAN, STEVE	President

[View Additional Locations](#)

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O BUNCO ENGINEERING INTERNATIONAL INC

Owner or tradesperson SAMUEL OBUNIKE
Doing business as
O BUNCO ENGINEERING INTERNATIO

PO BOX 1356
KENT, WA 98035

WA UBI No.
602 045 762

Certifications & Endorsements

OMWBE Certifications

Disadvantaged Business Enterprise (DBE)
Minority Business Enterprise (MBE)

Apprentice Training Agent

No active Washington registered apprentices exist for this business. Washington allows the use of apprentices registered with Oregon or Montana. Contact the Oregon Bureau of Labor & Industries or Montana Department of Labor & Industry to verify if this business has apprentices.

Workers' Comp

Do you know if the business has employees? If so, verify the business is up-to-date on workers' comp premiums.

L&I Account ID
968,060-01

Account is current.

Doing business as

O BUNCO ENGINEERING INTERNATIO

Estimated workers reported

Quarter 1 of Year 2020 "11 to 20 Workers"

L&I account contact

T4 / MICHELE GARRETT (360)902-4875 - Email: GAMI235@lni.wa.gov

Public Works Requirements

Verify the contractor is eligible to perform work on public works projects.

Required Training— Effective July 1, 2019

Exempt from this requirement.

Contractor Strikes

No strikes have been issued against this contractor.

Contractors not allowed to bid

No debarments have been issued against this contractor.

Workplace Safety & Health

Check for any past safety and health violations found on jobsites this business was responsible for.

No inspections during the previous 6 year period.

Washington State Department of Revenue

[Services](#)
[Business Lookup](#)
[O'BUNCO ENGINEERING](#)

License Information:

[New search](#)
[Back to results](#)

Entity name: O'BUNCO ENGINEERING INTERNATIONAL INC.
Business name: O'BUNCO ENGINEERING
Entity type: Profit Corporation
UBI #: 602-045-762
Business ID: 001
Location ID: 0002
Location: Active
Location address: 1042 W JAMES ST
 STE 103
 KENT WA 98032-4606
Mailing address: 1042 W JAMES ST
 STE 103
 KENT WA 98032-4606
Excise tax and reseller permit status: [Click here](#)
Secretary of State status: [Click here](#)

Endorsements

<i>Filter</i>						
Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance
Bainbridge Island General Business - Non-Resident				Active	May-31-2020	May-23-2019
College Place General Business - Non-Resident				Active	Jul-31-2020	Jul-10-2019
Eatonville General Business - Non-Resident				Active	Apr-30-2021	Apr-20-2020
Federal Way General Business - Non-Resident				Active	Feb-28-2021	Feb-07-2020
Kennewick General Business - Non-Resident				Active	Aug-31-2020	Aug-08-2019
Lakewood General Business - Non-Resident				Active	Jun-30-2021	Jun-24-2020
Mukilteo General Business - Non-Resident				Active	May-31-2020	May-28-2019
Prosser General Business - Non-Resident				Active	Apr-30-2020	Apr-23-2019
Richland General Business - Non-Resident				Active	Feb-28-2021	Feb-20-2020
Sammamish General Business - Non-Resident				Active	Sep-30-2020	Sep-10-2019
Tukwila General Business - Non-Resident				Active	Jul-31-2020	Jul-22-2019

Endorsements

<i>Filter</i>						
Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance
Walla Walla General Business - Non-Resident				Active	May-31-2020	May-24-2019
Wenatchee General Business - Non-Resident				Active	Jun-30-2021	Jun-10-2020

Governing People *May include governing people not registered with Secretary of State*

Governing people	Title
MASON, PAYTON	
OBUNIKE, JOSEPH	
OBUNIKE, SAMUEL	
WILLIAMS, TODD	

Registered Trade Names

Registered trade names	Status	First issued
O'BUNCO ENGINEERING	Active	Apr-22-2019

[View Additional Locations](#)

The Business Lookup information is updated nightly. Search date and time: 7/20/2020 1:02:12 PM

Working together to fund Washington's future

FIRCREST CITY COUNCIL AGENDA SUMMARY

COUNCIL MEETING DATE: July 28, 2020

SUBJECT: 10B Contract Award for the Emerson Street Sidewalk Extension Project

FROM: Jerry Wakefield, Public Works Director

RECOMMENDED MOTION:

I move the City Council authorize the City Manager to award the contract for the Emerson Street Sidewalk Extension Project to R.L. Alia Company in the amount of \$335,042.50 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 Emerson Sidewalk Project to R.L. Alia Company in the amount of \$335,042.50. By this action, the Council gives the 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:

14 bids were received. The bids ranged from \$335,042.50 to \$541,332.50. The engineer’s estimate was \$449,843.50. The project is being funded by a grant from TIB. The amount is below the original amount authorized for the construction phase of the grant. As a result of the bid results, the City will see a reduction of the matching funds for this project.

ADVANTAGES:

This bid is within the budget and grant amounts for this project. The low bidder is responsive and comes recommended to do this project.

DISADVANTAGES:

None.

ALTERNATIVES:

Not to proceed with the project and return funding to TIB.

HISTORY:

This project is being funded by a grant from the Washington State Transportation Improvement Board (TIB). The overall scope of the project is outlined in the 2019 Emerson Sidewalk Extension Project funding application.

KPG tabulated the bids and checked on the responsiveness and references of the bids.

Attached is a copy of the KPG letter of recommendation to award to R.L. Alia Company.

KPG and TIB acknowledge that R.L. Alia Company is a qualified bidder and this is a responsive bid for the Emerson Street Sidewalk Project.

Attachment: [KPG Recommendation Letter](#)



July 16, 2020

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

RE: Emerson Street Sidewalk Extension
TIB No. P-P-130(P02)-1

Dear Jerry,

On July 14, 2020, sealed bids were received and opened for the Emerson Street Sidewalk Extension Project in City of Fircrest City Hall at 10:15 a.m. Fourteen bids were submitted, with the results of the bids and Engineer's Estimate shown on the attached Bid Tab Exhibit #1.

R.L. Alia Company is the apparent low bidder.

Contractor Qualifications

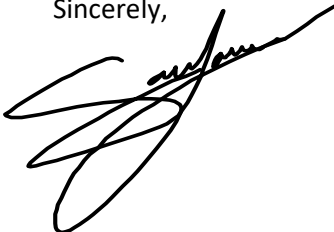
- Verified Bidder Responsibility Checklist and project documents.
- Exhibit 1: Bid Tabulations indicate that R.L. Alia Company has prepared the proposal correctly, without errors and projects as the low bid.
- Exhibit 2: Verification of R.L. Alia Company contractor's license from the Department of Labor and Industries; verification of Business Registrations; verification of Insurance of Coverage, verification of State Excise Tax Registration, verification that R.L. Alia Company is not on the State Tax Payment delinquent list. R.L. Alia Company is not on the State L&I and Federal "Debarred Contractors" List and is not on the State L&I Contractor Strike List.
- Exhibit 3: Reference Checks – Long list of references. We called the most recent references and got two return calls.
 - City of Auburn– 2019 Reservoir #1 Seismic Valve Replacement – Jai Carter "They did well. They were prompt in getting submittals in on time. Good in schedule. Even despite some delays from design on the project and some hiccups with potholing, they worked through it well and did a good job at getting subcontractors on. I think they did well and worked well."

- City of Auburn – 2017 West Hill Springs Improvements –Luis Burba “Good job addressing field changes. There were some struggles with paperwork. Nothing too bad. They did have to stay on top of the inspector on site to keep the site clean. They were responsive overall, besides having to remind them to keep the site clean. It was a smaller project, but it was good. They had done projects in the past when the dad was still running it and they were very good.”
- Exhibit 4: Subcontractor verification – No subcontractors were listed.

Based on the outcome of the bids and a check of the Contractor’s qualifications, I recommend that the City of Fircrest award a construction contract to R.L. Alia in the amount of \$335,042.50

Please call me with any questions, (253-627-0720)

Sincerely,

A handwritten signature in black ink, appearing to read 'Sam Lawrence', written over a horizontal line.

Sam Lawrence, KPG

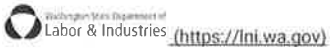
Project Manager

Attachments: Bidder Responsibility Checklist and Project Documents

Exhibits 1-4

EXHIBIT #2

Some L&I regional offices are now open on a limited basis by appointment only, for services that cannot be provided over the phone or online. Masks are required for in-person appointments. [Call the office near you \(https://lni.wa.gov/agency/contact/#office-locations\)](https://lni.wa.gov/agency/contact/#office-locations) for assistance, or call **360-902-5800** from 8 a.m. to 5 p.m. weekdays (except state holidays).



R L ALIA COMPANY

Owner or tradesperson

Principals
 ALIA, RICHARD L, PRESIDENT
 PANKIEWICZ, GARY J, TREASURER
 HASTINGS, ROBERT, SECRETARY
 (End: 09/30/2014)
 ALIA, CINDY L, SECRETARY
 (End: 10/01/2001)
 PANKIEWILZ, GARY J, TREASURER
 (End: 10/01/2001)

107 WILLIAMS AVE S
 RENTON, WA 98057
 425-226-8100
 KING County

Doing business as
R L ALIA COMPANY

WA UBI No.
600 149 378

Business type
Corporation
 Governing persons
RICHARD L ALIA
 RICARD L ALIA;
 GARY J PANKLEWICZ;

License

Verify the contractor's active registration / license / certification (depending on trade) and any past violations.

Construction Contractor

Active
Meets current requirements.

License specialties
GENERAL
 License no.
RLALIC*104PT
 Effective — expiration
10/30/1990— 10/04/2020

Bond

TRAVELERS CAS & SURETY CO \$12,000.00
 Bond account no.

103502513

Received by L&I
10/01/2001

Effective date
10/17/2001
Expiration date
Until Canceled

Insurance

AMERICAN FAMILY HOME INSURANCE \$1,000,000.00

Policy no.
88A5GL0000896

Received by L&I
09/27/2019

Effective date
10/01/2019
Expiration date
10/01/2020

Insurance history

Savings

No savings accounts during the previous 6 year period.

Lawsuits against the bond or savings

No lawsuits against the bond or savings accounts during the previous 6 year period.

L&I Tax debts

No L&I tax debts are recorded for this contractor license during the previous 6 year period, but some debts may be recorded by other agencies.

License Violations

No license violations during the previous 6 year period.

Certifications & Endorsements

OMWBE Certifications

No active certifications exist for this business.

Apprentice Training Agent

Registered training agent. Check their eligible programs and occupations.

Workers' Comp

Do you know if the business has employees? If so, verify the business is up-to-date on workers' comp premiums.

L&I Account ID
343,041-00

Account is current.

Doing business as
R L ALIA CONSTRUCTION CO

Estimated workers reported
Quarter 1 of Year 2020 "31 to 50 Workers"

L&I account contact
T0 / KARLA BOWMAN (360)902-5535 - Email: BOWK235@lni.wa.gov

Public Works Requirements

Verify the contractor is eligible to perform work on public works projects.

Required Training- Effective July 1, 2019

Exempt from this requirement.

Contractor Strikes

No strikes have been issued against this contractor.

Contractors not allowed to bid

No debarments have been issued against this contractor.

Workplace Safety & Health

Check for any past safety and health violations found on jobsites this business was responsible for.

Inspection results date
02/20/2019

Inspection no.
317950827

Location
3207 S Gunnison Street
Tacoma, WA 98409

Under appeal. The results of the inspection are being challenged.

Date of appeal
07/09/2019

Inspection results date

08/07/2015

Violations

Inspection no.

317936370

Location

3005 Meridian Avenue E

Edgewood, WA 98371



STATE OF WASHINGTON

Department of Labor & Industries

Certificate of Workers' Compensation Coverage

July 15, 2020

WA UBI No.	600 149 378
L&I Account ID	343,041-00
Legal Business Name	R L ALIA COMPANY
Doing Business As	R L ALIA CONSTRUCTION CO
Workers' Comp Premium Status:	Account is current.
Estimated Workers Reported (See Description Below)	Quarter 1 of Year 2020 "31 to 50 Workers"
Account Representative	Employer Services Help Line, (360) 902-4817
Licensed Contractor?	Yes
License No.	RLALIC*104PT
License Expiration	10/04/2020

What does "Estimated Workers Reported" mean?

Estimated workers reported represents the number of full time position requiring at least 480 hours of work per calendar quarter. A single 480 hour position may be filled by one person, or several part time workers.

Industrial Insurance Information

Employers report and pay premiums each quarter based on hours of employee work already performed, and are liable for premiums found later to be due. Industrial insurance accounts have no policy periods, cancellation dates, limitations of coverage or waiver of subrogation (See [RCW 51.12.050](#) and [51.16.190](#)).

Washington State Department of Revenue

[Services](#) [Business Lookup](#) [R. L. ALIA COMPANY](#)

License Information:

[New search](#) [Back to results](#)

Entity name: R. L. ALIA COMPANY

Business name: R. L. ALIA COMPANY

Entity type: Profit Corporation

UBI #: 600-149-378

Business ID: 001

Location ID: 0002

Location: Active

Location address: 10831 SE 181ST ST
RENTON WA 98055-6528

Mailing address: 10831 SE 181ST ST
RENTON WA 98055-6528

Excise tax and reseller permit status: [Click here](#)

Secretary of State status: [Click here](#)

Endorsements

Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance
Covington General Business - Non-Resident				On Hold	Nov-30-2020	Jun-23-2014
Sumner General Business - Non-Resident				Active	Nov-30-2020	Aug-16-2017
Tukwila General Business - Non-Resident				Active	Jun-30-2021	Jun-08-2020

Governing People *May include governing people not registered with Secretary of State*

Governing people	Title
ALIA, VITO R	
PANKIEWICZ, DAVID	
PANKIEWICZ, GARY	

[View Additional Locations](#)

The Business Lookup information is updated nightly. Search date and time: 7/15/2020 10:59:22 AM

Working together to fund Washington's future

SAM Search Results
List of records matching your search for :

Functional Area: Entity Management
Record Status: Active
Entity Name: RL Alia

No Search Results

R.L Alia Company Reference Checks:

Jai Carter for Reservoir No 1. Seismic Valve Replacement in Auburn –

“They did well-they were prompt in getting submittals in on time. Good in schedule. Even despite some delays from design on the project and some hiccups with potholing, they worked through it well and did a good job at getting subcontractors on. I think they did well and worked well.”

Luis Burba for West Hill Springs Improvements in Auburn –

“Good Job addressing field changes. There were some struggles with paperwork. Nothing too bad-they did have to stay on top of the inspector on site to keep the site clean. They were pretty responsive overall, besides having to remind them to keep the site clean. It was a smaller project, but it was good. They had done projects in the past when the dad was still running it and they were very good.”

Page 8

City of Tacoma – Wastewater Replacement – Various Areas/Murano Hotel

\$1,570,000 (253) 502-2261 Sean Olson

Completed April 2020, 85% with Alia forces

City of Tacoma – 2017 Sewer & Side Sewer Repairs

\$650,000 (253) 502-2261 Sean Olson

Completed May 2020, 90% with Alia forces

City of Everett – Hayes Street Regulator and CSO Controls
\$3,100,000 (425) 257-8931 Tom Fuchs
Completed March 2018, 85% with Alia forces

City of Kirkland – Holmes Point Drive Storm Drain
\$300,000 (425) 587-3872 Marius Eugenio Jr.
Completed March 2018, 85% with Alia forces

Soos Creek Water & Sewer District – Lift Station No. 46 Installation
\$5,988,000 (425) 289-7308 Brian Wilson
Completed August 2018, 85% with Alia forces

City of Buckley – WWTP Non-Potable Water System Improvements
\$220,000 (206) 284-0860 Dominic Miller
Completed November 2018, 75% with Alia forces

City of Tacoma – 2017A Sewer & Wastewater Replacement
\$1,030,000 (253) 594-7871 Lisa Oestreich
Completed December 2018, 85% with Alia forces

City of Tacoma – 2018H Sewer Replacement
\$1,480,000 (253) 502-2225 Drew Randolph
Completed April 2019, 85% with Alia forces

City of Sumner – 151ST Ave & Riverside Road Watermain Replacement
\$330,000 (253) 299-5703 Jason Van Gilder
Completed June 2019, 75% with Alia forces

City of Auburn – Reservoir No. 1 Seismic Valve Replacement
\$430,000 (253) 804-5086 Jai Carter
Completed June 2019, 85% with Alia forces

City of Tacoma – Oakland Neighborhood Permeable Pavement
\$6,500,000 (253) 502-2225 Drew Randolph
Completed July 2019, 85% with Alia forces

City of Tacoma – Puget Sound Ave/Greenscapes Wastewater Replacement
\$1,600,000 (253) 502-2225 Drew Randolph
Completed December 2020, 75% with Alia forces

City of Federal Way – Downtown Staircase Project
\$2,575,000 (253) 835-2723 Christine Mullen
Completed January 2020, 65% with Alia forces

King County – Kent/Auburn CSI Main Street
\$925,000 (206) 477-5689 Trent Van Duyn
Completed August 2016, 90% with Alia forces

Lakewood Water District – I-5 Crossing at Seattle Ave WM Replacement
\$1,050,000 (253) 588-4423 Craig Gibson
Completed November 2016, 90% with Alia forces

City of Kent – James Street Improvements
\$2,075,000 (253) 856-5542 Phil McConnell
Completed March of 2017, 80% with Alia forces

Northshore Utility District – Sewer Extension Project 120/89
\$720,000 (425) 398-4400 Dave Kaiser
Completed January 2017, 90% with Alia forces

Northshore Utility District – Water Main & Sewer Extensions 163/90
\$640,000 (425) 398-4400 George Matote
Completed January 2017, 90% with Alia forces

City of Tacoma – 2016 A Sewer Improvements
\$565,000 (253) 954-6992 Maureen Dilley
Completed April 2017, 90% with Alia forces

City of Bellevue – 100TH Ave Light Pole
\$155,000 (425) 452-5366 Dan Millard
Completed April 2017, 70% with Alia forces

City of Covington – Clements Ave/263RD Storm Sewer
\$245,000 (253) 480-2400 Bob Linskov
Completed April 2017, 90% with Alia forces

City of Tacoma – Sewer and Side Sewer Connection Repairs
\$450,000 (253) 594-7871 Lisa Oestrieck
Completed May 2017, 90% with Alia forces

City of Auburn – West Hill Springs Improvements
\$295,000 (253) 931-4013 Luis Burba
Completed October 2017, 90% with Alia forces

City of Sumner – SS R23 & R29 Sewer Improvement
\$100,000 (253) 299-5703 Jason Van Gilder
Completed November 2017, 85% with Alia forces

City of Tukwila – Cascade View Elementary Safe Route
\$303,000 (206) 431-2454 Peter Lau
Completed March 2015, 90% with Alia forces

City of Tacoma – Wastewater Sewer Replacement Alleys I – L
\$265,000 (253) 594-7871 Lisa Oestreich
Completed March of 2015, 90% with Alia forces

City of Renton – Highlands to Landing Pedestrian Connection
\$1,246,000 (425) 430-7318 Keith Woolley
Completed May of 2015, 70% with Alia forces

City of Tukwila – Andover Park West & East Sewer and Manhole Repair
\$500,000 (206) 431-2441 Mike Cusick
Completed July of 2015, 90% with Alia forces

Northshore Utility District – Access Structures for 24” Inglemoor Transmission Main
\$64,000 (425) 398-4400 Dave Kaiser
Completed September 2015, 95% with Alia forces

City of Auburn – 30TH Street NE Area Flooding, Phase 1A
\$1,550,000 (253) 261-5057 Todd O’Brien
Completed November 2015, 80% with Alia forces

City of Kent – W Gowe Street Storm Drainage
\$320,000 (253) 856-5543 Paul Kuehne
Completed November 2015, 65% with Alia forces

City of Auburn – Sewer Pump Station Improvements
\$1,070,000 (253) 804-5063 Joel Chalmers
Completed February 2016, 75% with Alia forces

City of Monroe – Wastewater Treatment Plant AA Pipe Replacement
\$80,000 (360) 863-4503 John Lande
Completed April 2016, 95% with Alia forces

Northshore Utility District – Watermain Improvements
\$1,150,000 (425) 398-4400 George Matote
Completed May 2016, 90% with Alia forces

City of Tukwila – CBD Sewer Repairs Near 1200 and 1227 Andover Park East
\$100,000 + \$154,000 (206) 431-2441 Mike Cusick
Completed May 2016, 90% with Alia forces

Cross Valley Water District – Elliott & Connelly Road Watermain Relocation
\$74,000 (425) 485-8461 Gary Hajek
Completed September 2013, 95% with Alia forces

City of Renton – Renton Hill Alley Sewer Replacement
\$193,000 (425) 430-7279 John Hobson
Completed December 2013, 90% with Alia forces

City of Tacoma – 2013B Wastewater Main Improvements
\$640,000 (253) 502-2225 Drew Randolph
Completed May 2014, 90% with Alia forces

City of Monroe – East Fremont Street Road Improvements
\$1,295,000 (360) 794-7400 Jim Gardner
Completed October 2014, 80% with Alia forces

Pierce County – General Contractor Services – Wastewater Treatment Plant
\$200,000 (253) 798-2403 Sally Hunt
Completed December 2014, 75% with Alia forces

City of Renton – NE 5TH Place Storm Sewer Improvements & Edmonds Ave
\$1,400,000 (425) 430-7293 Daniel Carey
Completed December 2014, 85% with Alia forces

City of Auburn – Utility Physical Site Improvements
\$425,000 (253) 261-2576 Dave Roselle
Completed December 2014, 60% with Alia forces

City of Kent – 64TH Ave S Channel Improvements, UPRR Culvert
\$1,000,000 (253) 856-5542 Phil McConnell
Completed December 2014, 90% with Alia forces

Soos Creek Water & Sewer District – Lift Station 46 Conveyance
\$1,000,000 (425) 289-7342 Greg Hill
Completed December 2014, 90% with Alia forces

Olympic View Water & Sewer District – Sewer System Upgrades
\$570,000 (425) 637-3693 Craig Chritensen
Completed December 2014, 95% with Alia forces

City of University Place – Sunset Terrace Park Side Sewer Connection
\$33,900 (253) 460-2528 Tim Coleman
Completed December 2014, 95% with Alia forces

City of Tacoma – Watermain Replacement & Wastewater Sewer Replacement
WD12-0018F

\$1,640,000 (253) 502-8742 Gary Gates
Completed March 2013, 85% with Alia forces

City of Kent – 64TH Ave S Culvert/Channel Improvements

\$899,000 (253) 856-5542 Phil McConnell
Completed November 2012, 90% with Alia forces

City of Tacoma – Watermain Replacement – 84TH & “D” Street – WD12-0086F

\$450,000 (253) 502-8742 Gary Gates
Completed February 2013, 80% with Alia forces

City of University Place – University Hills Sewer Extension

\$860,000 (253) 460-2528 Tim Coleman
Completed May 2013, 85% with Alia forces

City of Tacoma – Wastewater Sewer Replacement & Watermain Replacement
PW12-0331F

\$1,620,000 (253) 954-6992 Maureen Dilley
Completed July 2013, 85% with Alia forces

City of Renton – Wells and Primary Disinfection

\$848,000 (425) 430-72XX Tom Malphrus
Completed August 2013, 90% with Alia forces

City of Tacoma – Platform Replacement

\$83,000 (253) 591-5304 Mike Bell
Completed May 2013, 100% with Alia forces

City of Tacoma – Ruston Watermain Replacement

\$800,000 (253) 502-8742 Gary Gates
Completed October 2013, 90% with Alia forces

City of Renton – Airport FBO Parking Lot Improvements

\$346,000 (425) 430-7471 Ben Dahle
Completed October 2013, 85% with Alia forces

City of University Place – 19TH Street Sidewalk Improvements

\$120,000 (253) 460-2528 Tim Coleman
Completed August 2013, 60% with Alia forces

Snohomish County – SWM Culvert/Drainage Improvements

\$558,000 (425) 754-9935 Curtis Jasper
Completed December 2013, 85% with Alia forces

(Note – Culvert was furnished by the owner on this project)

24TH Street East Strom Drain Crossing – City of Sumner
\$140,000 (253) 299-5703 Ted Hill
Completed January 2011, 60% with Alia forces

China Lake Pump Station – City of Tacoma
\$165,000 (253) 594-7919 Lynn Strom
Completed June 2011, 85% with Alia forces

SW Sunset Blvd & Hardie Ave Pedestrian Improvements – City of Renton
\$114,000 (425) 430-7319 James Wilhoit
Completed July 2011, 80% with Alia forces

2011 Sewer & Water Main Improvements – Northshore Utility District
\$730,000 (425) 398-4400 George Matote
Completed September 2011, 90% with Alia forces

Benson Road Watermain – City of Renton
\$630,000 (425) 430-7208 Andrew Weygandt
Completed November 2011, 90% with Alia forces

First Hill Booster Pump Station – City of Mercer Island
\$500,000 (206) 275-7806 Rona Lin
Completed November 2011, 80% with Alia forces

Interurban Ave Sewer Improvements – City of Tukwila
\$625,000 (206) 433-7194 Mike Ronda
Completed December 2011, 90% with Alia forces

Wastewater Sewer Replacement, 48TH to 54TH – City of Tacoma
\$475,000 (253) 606-5465 Sean Olson
Completed February 2012, 90% with Alia forces

Peasley Canyon Intersection Improvements – King County
\$652,000 (206) 423-1086 Jeff McCarthy
Completed May 2012, 85% with Alia forces

First Hill Water Main Improvements – City of Mercer Island
\$650,000 (206) 275-7806 Rona Lin
Completed June 2012, 90% with Alia forces

Cloverdale & Charlotte's Blueberry Park Improvements – Tacoma METRO Parks
\$213,000 (253) 305-1054 Kristi Evans
Completed July 2012, 85% with Alia forces

R. L. ALIA COMPANY
CONTRACTS COMPLETED

Projects completed in the last 10 years:

King Street Odor Control Facility – King County
\$3,900,000 (206) 263-3206 Randy Brunke
Completed in November 2009, 75% with Alia forces

162nd Ave NE Storm Drain Repair – City of Woodinville
\$ 39,000 (425) 877-2291 Tom Hansen
Completed in January 2009, 95% with Alia forces

Hewitt Wharf Bulkhead Sinkhole Repair – Port of Everett
\$54,000 (425) 388-0624 Greg Dawsey
Completed in January 2009, 95% with Alia forces

Les Gove Neighborhood Improvements – City of Auburn
\$2,100,000 (253) 931-3010 Dave Roselle
Completed in February 2010, 70% with Alia forces

SW 98TH Street Pedestrian Improvements – King County
\$1,200,000 (206) 423-1061 Wes Chin
Completed in February 2010, 85% with Alia forces

BLID Structural Walk Replacement – City of Tacoma
\$1,700,000 (253) 591-5771 Mark Henry
Completed in February 2011, 80% with Alia forces

Tacoma Pipeline 5 “B” Street Intertie NW – City of Auburn
\$146,000 (253) 261-2576 Dave Roselle
Completed in 2011, 85% with Alia forces

Wastewater Sewer Replacement – City of Tacoma
\$138,000 (253) 377-3082 Toney Mathison
Completed December 2010, 90% with Alia forces

North Intermodal Yard Maintenance Paving – Port of Tacoma
\$350,000 (253) 428-8638 Jan Shawyer
Completed October 2010, 50% with Alia forces

City Hall Plaza Improvements – City of Auburn
\$1,200,000 (253) 931-3010 Mike Kamenzind
Completed in 2011, 75% with Alia forces

SUBCONTRACTOR AND MATERIAL SUPPLIER LISTING

Bidders must list the Firm Name for all subcontractors and material suppliers whose scope of work is identified under Designated Work below.

In addition, Bidders must also list the Firm Name for all Subcontractors whose subcontracts exceed ten (10) percent of the submitted Bid amount, and identify the Designated Work for those Subcontractors in the column provided.

List each Firm Name only once unless the subcontractor or material supplier is performing work under more than one category. If a Designated Work category requires more than one subcontractor or material supplier, then list only the Firm Name with the largest dollar value of work in that category.

If the Bidder intends to perform the work without a subcontractor, then "N.A." is an acceptable response in the column of Firm Name, unless this Contract requires the work to be performed by a Subcontractor.

(If additional space is required, provide same information on separate sheet)

Firm Name

Designated Work

NA - JOB IS UNDER \$1,000,000
AND NO SUBS OVER 10%.

PRESIDENT

Signed by

R.L. ALIA COMPANY

Name of Bidder/Firm Submitting Bid

FIRCREST CITY COUNCIL AGENDA SUMMARY

COUNCIL MEETING DATE: July 28, 2020

SUBJECT: 10C Approval of Business and Tenant Assistance Program

FROM: Scott Pingel, City Manager

RECOMMENDED MOTION: I move to adopt Resolution No. _____, establishing the COVID-19 Related Business and Tenant Assistance Program.

PROPOSAL: The Council is being asked to approve the establishment of the COVID-19 Related Business and Tenant Assistance Program. This program will provide business assistance grants and rental assistance to those impacted by COVID-19 in Fircrest.

FISCAL IMPACT: This program will not have a direct fiscal impact on the City of Fircrest. Grants will be provided through CARES Act Funds the City will receive through our grant contract with the Department of Commerce. The program dedicates up to \$120,000 of the City's \$203,100 of CARES Fund awarded to the City for this program.

ADVANTAGE: This program allows the City to provide some assistance to businesses and residents in the Fircrest impacted by the COVID-19 pandemic.

DISADVANTAGES: None identified.

ALTERNATIVES: Not establish the program or provide assistance.

HISTORY: The City Council recently approved the City's contract with the Department of Commerce for grant funds through the CARES Act. Grant funds are allowed to be used to provide economic assistance to small businesses and residents impacted by closures and unemployment due to the COVID-19 pandemic.

ATTACHMENTS: [Resolution](#)
[Exhibit A COVID-19 Business Assistance Grant Criteria and Procedures](#)
[Exhibit B Department of Commerce CARES Act Grant Agreement](#)
[Business Assistance Grant Application](#)
[Rental Assistance Grant Application](#)

CITY OF FIRCREST
RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIRCREST,
WASHINGTON, ESTABLISHING THE COVID-19 RELATED BUSINESS AND
TENANT ASSISTANCE PROGRAM.**

WHEREAS, on April 14, 2020, the Fircrest City Council declared a public health emergency in Fircrest arising from the COVID-19 outbreak; and

WHEREAS, Governor Inslee issued Proclamation 20-25, “Stay Home, Stay Healthy, on March 23, 2020, which prohibited all people in Washington State from leaving their homes or participating in social, spiritual and recreational gatherings of any kind regardless of the number of participants, and all non-essential businesses in Washington State from conducting business, within the limitations therein; and

WHEREAS, Governor Inslee issued Proclamation 20-25.3 on May 4, 2020, which established an initial four-phased approach to reopening Washington State; and

WHEREAS, Governor Inslee issued Proclamation 20-25.4 on May 31, 2020, which creates a transition from “Stay Home – Stay Healthy” to “Safe Start – Stay Healthy” on a County by County basis; and

WHEREAS, Pierce County is currently in Phase 2 of the phased reopening plan, and many businesses located in Fircrest are open only with a limited capacity and/or reduced operations; and

WHEREAS, disruptions to workers and small businesses are serious, as small businesses are the backbone of our economy, and provide the foundation of employment, services for the community, and revenue for cities and other public agencies to continue to provide essential services for the public welfare and benefit; and

WHEREAS, the Fircrest City Council recognizes that one of its essential functions is to secure the health and welfare of Fircrest’s citizens; and

WHEREAS, resources are necessary to help small businesses survive and certain small businesses reasonably require public aid in order to survive; and

WHEREAS, business closures have resulted in significant job loss, making it difficult for many to pay their rent and other costs of living; and

WHEREAS, on March 27, 2020, the United States Congress adopted the Coronavirus Aid, Relief, and Economic Security Act (CARES Act) which, among other things, amended Section 601(a) of the Social Security Act and established the Coronavirus Relief Fund (CRF), as added by section

5001 of the CARES Act, and appropriated \$150 billion to the fund to be used to make payments for specified uses to States and certain local governments; and

WHEREAS, guidance issued by the U.S. Treasury Department indicates that necessary expenditures incurred due to the COVID-19 public health emergency include costs incurred to support local businesses that suffered losses due to COVID-19 business interruptions, or incurred costs for personal protective equipment or other materials, supplies, and equipment needed to safely operate following a COVID-19-related closure; and

WHEREAS, the Washington State allocation of CRF resources has been designated to reimburse certain additional local governments in the state for specified expenditures through contracts administered by the Washington State Department of Commerce; and

WHEREAS, the City entered into an Interagency Agreement with the Washington State Department of Commerce for eligible COVID-19 related expenses from March 1, 2020, through October 31, 2020, attached hereto as Exhibit B and incorporated herein. Now, Therefore

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

Section 1. The Recitals and referenced Exhibits are incorporated herein by this reference.

Section 2. The City of Fircrest, hereby, establishes the COVID-19 Related Business and Tenant Assistance Program to provide grant funds through the City's Agreement with the Department of Commerce for CARES Act Funds providing reimbursement to the City for COVID-19 related costs, which may include costs incurred to support local businesses that suffered losses due to COVID-19 required closures. Grant awards will be at the sole discretion of the City of Fircrest through an application process. Grant recipients shall only receive and use grant funds for Eligible Expenses incurred during the time period set forth in Section 3. A list of award eligibility and criteria, as well as eligible and ineligible expenses, are included in Exhibit A.

Section 3. All eligible expenses must be incurred between March 1, 2020, and October 1, 2020. Any expenses incurred before or after this period are not eligible expenses for grant funds. Grant funds are limited. Grant applicants understand and acknowledge that not every applicant is guaranteed to receive a grant award.

Section 4. All funding for this program comes solely as reimbursement to the City from the State of Washington for COVID-19 related expenses. The City has no obligation to provide grant recipients or applicants with funds from this or any other source.

Section 5. The City of Fircrest and any grant recipient agree to be bound to the provisions of the Interagency Agreement between the City and the Washington State Department of Commerce, included as Exhibit B to this Agreement.

Section 6. Grant applicants acknowledge that Grant Funds shall not be awarded to cover payroll or other employee-related or business-associated costs for which they have received other federal,

state, or regional funds, including without limitation, funds made available under the Payroll Protection Program (PPP) or unemployment insurance compensation.

Section 7. Tenant assistance grants will be in the form of rental assistance only. Rental assistance grants will be paid directly to the recipients' landlord.

APPROVED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF FIRCREST, WASHINGTON, at a regular meeting thereof this 28th day of July 2020.

APPROVED:

Hunter T. George, Mayor

ATTEST:

Jayne Westman, City Clerk

APPROVED AS TO FORM:

Michael B. Smith, City Attorney

Exhibit A

COVID-19 Business Assistance Grant Criteria and Procedures

Purpose

To assist small businesses located within the City of Fircrest, the City of Fircrest is committing up to \$120,000 in CARES Act Grant Funds to provide financial support to businesses impacted by COVID-19 restrictions. The following are the criteria for financial support:

Criteria for Financial Support:

- All financial support provided under this program is for costs incurred related to the COVID-19 pandemic between March 1, 2020, and October 1, 2020. Applicants will not be eligible for grant funds unless they indicate on the application that they understand eligible costs for which grant funds may be used.
- Essential businesses per Governor Inslee's proclamation 20-25 establishing the initial Stay Home, Stay Healthy order are not eligible for grant funds.
- The business must be a current Fircrest business and have had a Fircrest business license and a physical location in the City of Fircrest on or before March 1, 2020. The business must also have been in business for one year from the date of the grant application.
- The business has less than 25 Full-Time Equivalent employees.
- Grants cannot be made to businesses owned or partially owned, by managers, officers, directors, or public officials associated with the City of Fircrest.
- The business must have experienced a loss of income due to the COVID-19 pandemic.
- The business must be able to demonstrate with financial statements or tax returns that they were profitable prior to the disruption caused by the COVID-19 pandemic.
- Based on the information submitted on the Business Assistance Grant Application, grants will not exceed \$5,000.
- Priority will be given to businesses not eligible for Federal or State programs providing equal or greater economic relief.
- Applicants are strictly forbidden to use these grants funds for business expenses for which they have already received or may receive other State or Federal grant funds.

ELIGIBLE Costs/Expenses:

- Payment of rent or required monthly loan payments
- Payment of Utility Costs
- Costs incurred during a reopening process, including the additional business interruption that happens when a small business must limit their accessibility to the public, and for displaying and/or communicating state-based requirements for public access.
- Operating costs for the purchase of items meant to protect the public and employees, such as protective masks and hand sanitizer, and other costs incurred by installing required safety measures in order to reopen a business.

INELIGIBLE Costs/Expenses:

- Any expense not related to the impacts of COVID-19.
- Any expense that would not be considered an eligible business expense by IRS rules.
- Political contributions
- Bonuses to owners or employees
- Wages to any member of the owner's family who is not a bona fide employee.
- Charitable contributions
- Gifts or parties
- Draw or salary to the owner that exceeded the amount that they were paid on a weekly or monthly basis for the same period last year.
- Pay down or pay off debt by more than required in the underlying debt instrument.

Process

- The business owner fills out the Fircrest Business Assistance Grant Program application before application due date of August 31, 2020.
- After the due date, the City of Fircrest application review team will review all applications to ensure eligibility and make award decisions.
- Awardees will be notified by September 11, 2020, of their grant award and amount.
- Checks for grant awards will be presented to the City Council for voucher approval by the September 22 Regular City Council meeting. Checks will go out Wednesday, September 23, 2020.



Interagency Agreement with

City of Fircrest

through

the Coronavirus Relief Fund for Local Governments

For

Costs incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19) during the period of March 1, 2020 thru October 31, 2020.

Start date:

March 1, 2020

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General Terms and Conditions

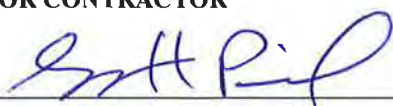

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FACE SHEET

Contract Number: 20-6541C-183

**Washington State Department of Commerce
Local Government Division
Community Capital Facilities Unit
Coronavirus Relief Fund for Local Governments**

1. Contractor City of Fircrest 115 Randall Street Fircrest, Washington 98466-6999		2. Contractor Doing Business As (optional)	
3. Contractor Representative Scott Pingel City Manager (253) 564-8901 spingel@cityoffircrest.net		4. COMMERCE Representative Chuck Hunter Project Manager (360) 764-3312 Fax 360-586-5880 chuck.hunter@commerce.wa.gov P.O. Box 42525 1011 Plum Street SE Olympia, WA 98504-2525	
5. Contract Amount \$203,100.00	6. Funding Source Federal: <input checked="" type="checkbox"/> State: <input type="checkbox"/> Other: <input type="checkbox"/> N/A:	7. Start Date March 1, 2020	8. End Date October 31, 2020
9. Federal Funds (as applicable) \$203,100.00	Federal Agency: US Dept. of the Treasury	CFDA Number: 21.019	Indirect Rate (if applicable): 10.00%
10. Tax ID # XXXXXXXXXXXXXXXX	11. SWV # SWV0007707-02	12. UBI # 999999999	13. DUNS # N/A
14. Contract Purpose To provide funds for costs incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19) during the period of March 1, 2020 thru October 31, 2020. Final invoices must be received by November 15, 2020.			
15. Signing Statement COMMERCE, defined as the Department of Commerce, and the Contractor, as defined above, acknowledge and accept the terms of this Contract and Attachments and have executed this Contract on the date below and warrant they are authorized to bind their respective agencies. The rights and obligations of both parties to this Contract are governed by this Contract and the following documents hereby incorporated by reference: Attachment "A" – Scope of Work, Attachment "B" – Budget & Invoicing, Attachment "C" – A-19 Certification, Attachment "D" – A-19 Activity Report			
FOR CONTRACTOR  _____ Scott Pingel, City Manger 6/24/2020 _____ Date		FOR COMMERCE  _____ Mark K. Barkley, Assistant Director, Local Government Division 7/16/2020 _____ Date APPROVED AS TO FORM ONLY BY ASSISTANT ATTORNEY GENERAL 05-01-2020. APPROVAL ON FILE.	

**SPECIAL TERMS AND CONDITIONS
INTERAGENCY AGREEMENT
FEDERAL FUNDS**

1. AUTHORITY

COMMERCE and Contractor enter into this Contract pursuant to the authority granted by the Interlocal Cooperation Act, Chapter 39.34 RCW.

2. ACKNOWLEDGMENT OF FEDERAL FUNDS

Funds under the Contract are made available and are subject to Section 601(a) of the Social Security Act, as amended by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act (CARES Act), and Title V and VI of the CARES Act.

The Contractor agrees that any publications (written, visual, or sound) but excluding press releases, newsletters, and issue analyses, issued by the Contractor describing programs or projects funded in whole or in part with federal funds under this Contract, shall contain the following statements:

"This project was supported by a grant awarded by US Department of the Treasury. Points of view in this document are those of the author and do not necessarily represent the official position or policies of the US Department of the Treasury. Grant funds are administered by the Local Government Coronavirus Relief Fund thru the Washington State Department of Commerce."

3. CONTRACT 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 Contract.

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

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

4. COMPENSATION

COMMERCE shall pay an amount not to exceed the contract amount listed on the Face Sheet for the performance of all things necessary for or incidental to the performance of work under this Contract as set forth in the Scope of Work (Attachment A).

5. EXPENSES

Contractor shall receive reimbursement for allowable expenses as identified in the Scope of Work (Attachment A) or as authorized in advance by COMMERCE as reimbursable.

Travel expenses may include airfare (economy or coach class only), other transportation expenses, and lodging and subsistence necessary during periods of required travel. Contractor shall receive compensation for travel expenses at current state travel reimbursement rates.

6. INDIRECT COSTS

Contractor shall provide their indirect cost rate that has been negotiated between their entity and the federal government. If no such rate exists a *de minimis* indirect cost rate of 10% of modified total direct costs (MTDC) will be used.

7. BILLING PROCEDURES AND PAYMENT

COMMERCE shall reimburse the Contractor for eligible Project expenditures, up to the maximum payable under this Contract. When requesting reimbursement for expenditures made, Contractor shall submit all Invoice Vouchers and any required documentation electronically through COMMERCE's Contracts Management System (CMS), which is available through the Secure Access Washington (SAW) portal. If the Contractor has constraints preventing access to COMMERCE's online A-19 portal, a hard copy A-19 form may be provided by the COMMERCE Project Manager upon request.

**SPECIAL TERMS AND CONDITIONS
INTERAGENCY AGREEMENT
FEDERAL FUNDS**

The voucher must be certified by an official of the Contractor with authority to bind the Contractor. The final voucher shall be submitted to COMMERCE no later than November 15, 2020.

COMMERCE will pay Contractor 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.

The invoices shall describe and document, to COMMERCE's satisfaction, reimbursable expenditures as set forth under the Scope of Work (Attachment A) and Budget & Invoicing (Attachment B). The invoice shall include the Contract Number as stated on the Face Sheet.

Each voucher must be accompanied by an A-19 Certification (Attachment C) and A-19 Activity Report (Attachment D). The A-19 Certification must be certified by an authorized party of the Contractor to certify and attest all expenditures submitted on the voucher are in compliance with the United States Treasury Coronavirus Relief Fund ("Fund") Guidance for State, Territorial, Local, and Tribal Governments:

<https://home.treasury.gov/system/files/136/Coronavirus-Relief-Fund-Guidance-for-State-Territorial-Local-and-Tribal-Governments.pdf>

The A-19 Activity Report must be submitted which describes, in Excel spreadsheet and narrative form, a detailed breakdown of the expenditures within each applicable budget sub-category identified in the voucher, as well as a report of expenditures to date. COMMERCE will not release payment for any reimbursement request received unless and until the A-19 Certification and A-19 Activity Report is received. After approving the Invoice Voucher, A-19 Certification and Activity Report, COMMERCE shall promptly remit a warrant to the Contractor.

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 Contractor.

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

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

Disallowed Costs

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

Should the Contractor be found to spent funds inconsistent with federal laws, rules, guidelines, or otherwise inappropriately, it is the responsibility of the Contractor to reimburse Commerce for any amount spent on disallowed costs.

8. AUDIT

Contractor shall maintain internal controls providing reasonable assurance it is managing federal awards in compliance with laws, regulations, and provisions of contracts or grant agreements that could have a material effect on each of its federal programs; and prepare appropriate financial statements, including a schedule of expenditures of federal awards.

If the Contractor is a subrecipient and expends \$750,000 or more in federal awards from any and/or all sources in any fiscal year, the Contractor shall procure and pay for a single audit or a program-specific audit for that fiscal year. Upon completion of each audit, the Contractor shall:

**SPECIAL TERMS AND CONDITIONS
INTERAGENCY AGREEMENT
FEDERAL FUNDS**

- A. Submit to COMMERCE the reporting package specified in OMB Super Circular 2 CFR 200.501, reports required by the program-specific audit guide (if applicable), and a copy of any management letters issued by the auditor.
- B. Submit to COMMERCE follow-up and developed corrective action plans for all audit findings.

If the Contractor is a subrecipient and expends less than \$750,000 in federal awards from any and/or all sources in any fiscal year, the Contractor shall notify COMMERCE they did not meet the single audit requirement.

The Contractor shall send all single audit documentation to auditreview@commerce.wa.gov.

9. DEBARMENT

- A. Contractor, defined as the primary participant and its principals, certifies by signing these General Terms and Conditions that to the best of its knowledge and belief that they:
 - i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.
 - ii. Have not within a three-year period preceding this Contract, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
 - iii. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of federal Executive Order 12549; and
 - iv. Have not within a three-year period preceding the signing of this Contract had one or more public transactions (Federal, State, or local) terminated for cause of default.
- B. Where the Contractor is unable to certify to any of the statements in this Contract, the Contractor shall attach an explanation to this Contract.
- C. The Contractor agrees by signing this Contract that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by COMMERCE.
- D. The Contractor further agrees by signing this Contract that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," as follows, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

LOWER TIER COVERED TRANSACTIONS

- i. The lower tier Contractor certifies, by signing this Contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
 - ii. Where the lower tier Contractor is unable to certify to any of the statements in this Contract, such contractor shall attach an explanation to this Contract.
- E. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, person, primary covered transaction, principal, and voluntarily excluded**, as used in this section, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact COMMERCE for assistance in obtaining a copy of these regulations.

10. LAWS

The Contractor shall comply with all applicable laws, ordinances, codes, regulations, and policies of local, state, and federal governments, as now or hereafter amended, including, but not limited to:

**SPECIAL TERMS AND CONDITIONS
INTERAGENCY AGREEMENT
FEDERAL FUNDS**

United States Laws, Regulations and Circulars (Federal)

Contractor shall comply with Uniform Administrative Requirements, Cost Principles, and Audit Requirement for Federal Award, 2 CFR 200, Subpart F – Audit Requirements.

Contractor shall comply with the applicable requirements of 2 CFR Part 200, including any future amendments to 2 CFR Part 200, and any successor or replacement Office of Management and Budget (OMB) Circular or regulation.

Contractor shall comply with Omnibus Crime Control and Safe streets Act of 1968, Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990, Title IX of the Education Amendments of 1972, The Age Discrimination Act of 1975, and The Department of Justice Non-Discrimination Regulations, 28 C.F.R. Part 42, Subparts C.D.E. and G, and 28 C.F.R. Part 35 and 39.

11. ORDER OF PRECEDENCE

In the event of an inconsistency in this Contract, 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 & Invoicing
- Attachment C – A-19 Certification
- Attachment D – A-19 Activity Report

**GENERAL TERMS AND CONDITIONS
INTERAGENCY AGREEMENT
FEDERAL FUNDS**

1. DEFINITIONS

As used throughout this Contract, 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. "Contract" or "Agreement" means the entire written agreement between COMMERCE and the Contractor, including any attachments, documents, or materials incorporated by reference. E-mail or facsimile transmission of a signed copy of this contract shall be the same as delivery of an original.
- D. "Contractor" shall mean the entity identified on the face sheet performing service(s) under this Contract, and shall include all employees and agents of the Contractor.
- E. "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.
- F. "State" shall mean the state of Washington.
- G. "Subcontractor" shall mean one not in the employment of the Contractor, who is performing all or part of those services under this Contract under a separate contract with the Contractor. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.

2. ALL WRITINGS CONTAINED HEREIN

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

3. AMENDMENTS

This Contract 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.

4. ASSIGNMENT

Neither this Contract, work thereunder, nor any claim arising under this Contract, shall be transferred or assigned by the Contractor without prior written consent of COMMERCE.

5. CONFIDENTIALITY AND SAFEGUARDING OF INFORMATION

- A. "Confidential Information" as used in this section includes:
 - i. All material provided to the Contractor by COMMERCE that is designated as "confidential" by COMMERCE;
 - ii. All material produced by the Contractor that is designated as "confidential" by COMMERCE; and
 - iii. All personal information in the possession of the Contractor that may not be disclosed under state or federal law.
- B. The Contractor shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Contractor shall use Confidential Information solely for the purposes of this Contract 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 Contractor 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 Contractor shall provide COMMERCE with its policies and procedures on confidentiality.

**GENERAL TERMS AND CONDITIONS
INTERAGENCY AGREEMENT
FEDERAL FUNDS**

COMMERCE may require changes to such policies and procedures as they apply to this Contract whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The Contractor shall make the changes within the time period specified by COMMERCE. Upon request, the Contractor shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the Contractor against unauthorized disclosure.

- C. Unauthorized Use or Disclosure. The Contractor 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.

6. COPYRIGHT

Unless otherwise provided, all Materials produced under this Contract 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 Contractor 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 Contract, but that incorporate pre-existing materials not produced under the Contract, the Contractor 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 Contractor warrants and represents that the Contractor has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to COMMERCE.

The Contractor shall exert all reasonable effort to advise COMMERCE, at the time of delivery of Materials furnished under this Contract, 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 Contract. The Contractor shall provide COMMERCE with prompt written notice of each notice or claim of infringement received by the Contractor with respect to any Materials delivered under this Contract. COMMERCE shall have the right to modify or remove any restrictive markings placed upon the Materials by the Contractor.

7. DISPUTES

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, Agreement terms and applicable statutes and rules and make a determination of the dispute. The Dispute Board shall thereafter decide the dispute with the majority prevailing. The determination of the Dispute Board shall be final and binding on the parties hereto. As an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

8. GOVERNING LAW AND VENUE

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

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9. INDEMNIFICATION

Each party shall be solely responsible for the acts of its employees, officers, and agents.

10. LICENSING, ACCREDITATION AND REGISTRATION

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

11. RECAPTURE

In the event that the Contractor fails to perform this Contract in accordance with state laws, federal laws, and/or the provisions of this Contract, 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 Contractor 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 Contract.

12. RECORDS MAINTENANCE

The Contractor shall maintain books, records, documents, data and other evidence relating to this contract 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 contract.

The Contractor shall maintain records that identify, in its accounts, all federal awards received and expended and the federal programs under which they were received, by Catalog of Federal Domestic Assistance (CFDA) title and number, award number and year, name of the federal agency, and name of the pass-through entity.

The Contractor shall retain such records for a period of six (6) years following the date of final payment. At no additional cost, these records, including materials generated under the contract, 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.

13. 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 Contract and prior to normal completion, COMMERCE may suspend or terminate the Contract under the "Termination for Convenience" clause, without the ten calendar day notice requirement. In lieu of termination, the Contract may be amended to reflect the new funding limitations and conditions.

14. SEVERABILITY

The provisions of this contract 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 contract.

15. SUBCONTRACTING

The Contractor may only subcontract work contemplated under this Contract if it obtains the prior written approval of COMMERCE.

If COMMERCE approves subcontracting, the Contractor shall maintain written procedures related to subcontracting, as well as copies of all subcontracts and records related to subcontracts. For cause, COMMERCE in writing may: (a) require the Contractor to amend its subcontracting procedures as they

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relate to this Contract; (b) prohibit the Contractor from subcontracting with a particular person or entity; or (c) require the Contractor to rescind or amend a subcontract.

Every subcontract shall bind the Subcontractor to follow all applicable terms of this Contract. Contractor shall incorporate 2 CFR Part 200, Subpart F audit requirements into all subcontracts. The Contractor is responsible to COMMERCE if the Subcontractor fails to comply with any applicable term or condition of this Contract. The Contractor shall appropriately monitor the activities of the Subcontractor to assure fiscal conditions of this Contract. In no event shall the existence of a subcontract operate to release or reduce the liability of the Contractor to COMMERCE for any breach in the performance of the Contractor's duties.

Every subcontract shall include a term that COMMERCE and the State of Washington are not liable for claims or damages arising from a Subcontractor's performance of the subcontract.

16. SURVIVAL

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

17. TERMINATION FOR CAUSE

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

In the event of termination or suspension, the Contractor shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, e.g., cost of the competitive bidding, mailing, advertising and staff time.

COMMERCE reserves the right to suspend all or part of the contract, withhold further payments, or prohibit the Contractor from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Contractor or a decision by COMMERCE to terminate the contract. A termination shall be deemed a "Termination for Convenience" if it is determined that the Contractor: (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 contract are not exclusive and are in addition to any other rights and remedies provided by law.

18. TERMINATION FOR CONVENIENCE

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

19. TERMINATION PROCEDURES

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

COMMERCE shall pay to the Contractor the agreed upon price, if separately stated, for completed work and services accepted by COMMERCE, and the amount agreed upon by the Contractor 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

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with such determination shall be a dispute within the meaning of the "Disputes" clause of this contract. COMMERCE may withhold from any amounts due the Contractor 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 Contractor shall:

- A. Stop work under the contract on the date, and to the extent specified, in the notice;
- B. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the contract that is not terminated;
- C. 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 Contractor under the orders and 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 subcontracts;
- D. 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 extent the Authorized Representative may require, which approval or ratification shall be final for all the purposes of this clause;
- E. 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 contract had been completed, would have been required to be furnished to COMMERCE;
- F. Complete performance of such part of the work as shall not have been terminated by the Authorized Representative; and
- G. 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 contract, which is in the possession of the Contractor and in which the Authorized Representative has or may acquire an interest.

20. 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 Contract unless stated to be such in writing and signed by Authorized Representative of COMMERCE.

Scope of Work

This funding is made available under section 601(a) of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act") and Section V and VI of the CARES Act, for costs incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19). Under the CARES Act, the Coronavirus Relief Fund may be used to cover costs that:

1. **Are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19); AND**
2. **Are not accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act) for the State or government.**

These funds may be used to reimburse for expenditures incurred during the period of March 1, 2020 thru Oct. 31, 2020. Please note: In order to ensure all funds have been fully utilized prior to the US Treasury's December 30, 2020 end date, the State of Washington must closeout contracts by October 31, 2020. All final requests for reimbursement must be received no later than November 15, 2020.

Expenditures must be used for necessary actions taken to respond to the public health emergency. These may include expenditures incurred to allow the local government to respond directly to the emergency, such as by addressing medical or public health needs, as well as expenditures incurred to respond to second-order effects of the emergency, such as by providing economic support to those suffering from employment or business interruptions due to COVID-19-related business closures.

Funds may not be used to fill shortfalls in government revenue to cover expenditures that would not otherwise qualify under the statute. Although a broad range of uses is allowed, revenue replacement is not a permissible use of Fund payments.

Payments may be used only to cover costs not accounted for in the budget most recently approved as of March 27, 2020. A cost meets this requirement if either:

1. The cost cannot lawfully be funded using a line item, allotment, or allocation within that budget; OR
2. The cost is for a substantially different use from any expected use of funds in such a line item, allotment, or allocation.

The "most recently approved" budget is the enacted budget for the relevant fiscal period for the particular government. A cost is not considered to have been accounted for in a budget merely because it could be met using a budgetary stabilization fund, rainy day fund, or similar reserve account.

Allowable expenditures include, but are not limited to:

1. Medical expenses such as:
 - a. COVID-19-related expenses of public hospitals, clinics, and similar facilities.
 - b. Expenses of establishing temporary public medical facilities and other measures to increase COVID-19 treatment capacity, including related construction costs.
 - c. Costs of providing COVID-19 testing, including serological testing.
 - d. Emergency medical response expenses, including emergency medical transportation, related to COVID-19.
 - e. Expenses for establishing and operating public telemedicine capabilities for COVID-19-related treatment.
2. Public health expenses such as:

- a. Expenses for communication and enforcement by State, territorial, local, and Tribal governments of public health orders related to COVID-19.
 - b. Expenses for acquisition and distribution of medical and protective supplies, including sanitizing products and personal protective equipment, for medical personnel, police officers, social workers, child protection services, and child welfare officers, direct service providers for older adults and individuals with disabilities in community settings, and other public health or safety workers in connection with the COVID-19 public health emergency.
 - c. Expenses for disinfection of public areas and other facilities, e.g., nursing homes, in response to the COVID-19 public health emergency.
 - d. Expenses for technical assistance to local authorities or other entities on mitigation of COVID-19-related threats to public health and safety.
 - e. Expenses for public safety measures undertaken in response to COVID-19.
 - f. Expenses for quarantining individuals.
3. Payroll expenses for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency.
4. Expenses of actions to facilitate compliance with COVID-19-related public health measures, such as:
- a. Expenses for food delivery to residents, including, for example, senior citizens and other vulnerable populations, to enable compliance with COVID-19 public health precautions.
 - b. Expenses to facilitate distance learning, including technological improvements, in connection with school closings to enable compliance with COVID-19 precautions.
 - c. Expenses to improve telework capabilities for public employees to enable compliance with COVID-19 public health precautions.
 - d. Expenses of providing paid sick and paid family and medical leave to public employees to enable compliance with COVID-19 public health precautions.
 - e. COVID-19-related expenses of maintaining state prisons and county jails, including as relates to sanitation and improvement of social distancing measures, to enable compliance with COVID-19 public health precautions.
 - f. Expenses for care for homeless populations provided to mitigate COVID-19 effects and enable compliance with COVID-19 public health precautions.
5. Expenses associated with the provision of economic support in connection with the COVID-19 public health emergency, such as:
- a. Expenditures related to the provision of grants to small businesses to reimburse the costs of business interruption caused by required closures.
 - b. Expenditures related to a State, territorial, local, or Tribal government payroll support program.
 - c. Unemployment insurance costs related to the COVID-19 public health emergency if such costs will not be reimbursed by the federal government pursuant to the CARES Act or otherwise.
6. Any other COVID-19-related expenses reasonably necessary to the function of government that satisfy the Fund's eligibility criteria.

Budget & Invoicing

The Contractor shall determine the appropriate budget and use of funds within the following 6 budget categories and their sub-categories:

1. Medical
2. Public Health
3. Payroll
4. Actions to Comply with Public Health Measures
5. Economic Support
6. Other Covid-19 Expenses

The Contractor shall submit invoice reimbursement requests to the Commerce Representative using the Commerce Contract Management System's (CMS) Online A-19 Portal. Each reimbursement request must include:

1. A-19 Certification form – An authorized party of the local government will certify each invoice (A19) submitted for reimbursement and attest that all incurred expenditures meet the US Treasury Department's guidance: <https://home.treasury.gov/system/files/136/Coronavirus-Relief-Fund-Guidance-for-State-Territorial-Local-and-Tribal-Governments.pdf>
2. A-19 Activity Report
3. A detailed breakdown of the expenditures incurred within each applicable budget sub-category on the A-19 Activity Report.

The A-19 Certification and Activity Report templates will be provided with the executed contract. The documents are included in Attachment C and Attachment D for reference.

Receipts and proof of payment for costs incurred do not need to be submitted with A-19s. All contractors are required to maintain accounting records in accordance with state and federal laws. Records must be sufficient to demonstrate the funds have been used in accordance with section 601(d) of the Social Security Act. Commerce reserves the right to audit any costs submitted for reimbursement. The Contractor shall comply with Commerce A-19 audits and provide the appropriate records upon request.



LOCAL GOVERNMENT CORONAVIRUS RELIEF FUNDS CERTIFICATION

I, **<FIRST, LAST NAME>**, am the **<TITLE>** of **<LOCAL GOVERNMENT>**, and I certify that:

1. I have the authority and approval from the governing body on behalf of the Local Government to request reimbursement from the Department of Commerce (Commerce) per contract number **<COMMERCE CONTRACT NUMBER>** from the allocation of the Coronavirus Relief Fund as created in section 5001 of H.R.748, the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act") for eligible expenditures included on the corresponding A-19 invoice voucher for report period **<REPORT PERIOD FROM A-19>**.
2. I understand that as additional federal guidance becomes available, a contract amendment to the agreement between Commerce and the Local Government may become necessary.
3. I understand Commerce will rely on this certification as a material representation in processing this reimbursement.
4. I certify the use of funds submitted for reimbursement from the Coronavirus Relief Funds under this contract were used only to cover those costs that:
 - a. Are *necessary expenditures* incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19);
 - b. ~~Were~~ not accounted for in the budget most recently approved as of March 27, 2020; and
 - c. Were incurred during the period that begins on March 1, 2020, and ends on October 31, 2020.
5. I understand the use of funds pursuant to this certification must adhere to official federal guidance issued or to be issued on what constitutes a necessary expenditure. We have reviewed the guidance established by U.S. Department of the Treasury¹ and certify costs meet the required guidance. Any funds expended by the Local Government or its subcontractor(s) in any manner that does not adhere to official federal guidance shall be returned to the State of Washington.

Footnote:

1 – Guidance available at <https://home.treasury.gov/system/files/136/Coronavirus-Relief-Fund-Guidance-for-State-Territorial-Local-and-Tribal-Governments.pdf> (4/30/2020)

LOCAL GOVERNMENT CORONAVIRUS RELIEF FUNDS CERTIFICATION

Page 2 of 2

6. I understand the Local Government receiving funds pursuant to this certification shall retain documentation of all uses of the funds, including but not limited to invoices and/or sales receipts in a manner consistent with §200.333 *Retention requirements for records* of 2 CFR Part 200 *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Such documentation shall be produced to Commerce upon request and may be subject to audit by the State Auditor.
7. I understand any funds provided pursuant to this certification cannot be used as a revenue replacement for lower than expected tax or other revenue collections.
8. I understand funds received pursuant to this certification cannot be used for expenditures for which the Local Government has received any other emergency COVID-19 supplemental funding (whether state, federal or private in nature) for that same expense.

I certify that I have read the above certification and my statements contained herein are true and correct to the best of my knowledge.



Printed Name



Title

Signature



Date:

CRF A-19 Activity Report
INSTRUCTIONS

INSTRUCTIONS:

A completed CRF A-19 Certification and Activity Report must be submitted with each A-19 reimbursement request. The A-19 Activity Report must be submitted as an Excel spreadsheet, not a PDF. You must also include a detailed breakdown of the individual expenditures reported in **Column F** for each applicable sub-category included on the A-19 Activity Report.

There are 6 primary budget categories;

1. Medical Expenses
2. Public Health Expenses
3. Payroll expenses for public employees dedicated to COVID-19
4. Expenses to facilitate compliance with COVID-19-measures
5. Economic Supports
6. Other COVID-19 Expenses

Each primary budget category includes sub-categories and provides an option to add "other" sub-categories not listed.

Follow the below instructions when completing the A-19 Activity Report:

- 1 REPORT PERIOD** - Enter the report period into **Cell D1** of the A-19 Activity Report.
 - a This should match the report period entered on the corresponding A-19.
 - b Report period should include MM/YY to MM/YYYY, i.e. 03/20, March 2020, 03/2020, etc.
- 2 COLUMN E** - Enter the total amount of all previous reimbursement requests submitted to Commerce for each applicable sub-category.
- 3 COLUMN F** - Enter the total amount being requested in the current reimbursement request for each applicable sub-category.
- 4 COLUMN H: USE OF FUNDS** - You must include a general description of the use of the funds being requested for each applicable sub-category. **Keep descriptions as concise as possible, but include adequate context** to demonstrate how these funds helped address the COVID-19 emergency. If applicable, please consider:
 - a Providing a brief description of the **specific** activities performed.
 - b Identifying specific populations served.
 - c Identifying specific programs created or utilized.
 - d Including any known or intended outcomes, results, or community impacts.
- 5 OTHER SUB-CATEGORIES** - Budget categories 1-5 include a placeholder to add an additional sub-category if necessary.
 - a Enter a **Title** for other expenses added within the appropriate budget category.
 - b Enter titles into **Cells D10, D19, D27, D36, and D41**.
 - c There is only one "other" placeholder in each budget category section. Please combine multiple "other" sub-categories added to the same budget category.
- 6 OTHER BUDGET CATEGORIES** - Budget category 6 is where you should include any eligible expenditures that don't fall under budget categories 1-5.
 - a Enter a **Title** for these "other" expenses within budget category 6.
 - b Enter titles into **Cells D44 - D48**.
 - c There are only 5 entry fields available within Budget Category 6.

Coronavirus Relief Fund
A-19 Activity Report

Report Period:

Eligible Expenditures	Previously Reported Expenditures	Current Expenditures this Invoice	Total Cumulative Expenditures	Brief Description of Use of Funds
1 Medical Expenses				
A. Public hospitals, clinics, and similar facilities	\$ -	\$ -	\$ -	
B. Temporary public medical facilities & increased capacity	\$ -	\$ -	\$ -	
C. COVID-19 testing, including serological testing	\$ -	\$ -	\$ -	
D. Emergency medical response expenses	\$ -	\$ -	\$ -	
E. Telemedicine capabilities	\$ -	\$ -	\$ -	
F. Other	\$ -	\$ -	\$ -	
Sub-Total:	\$ -	\$ -	\$ -	
2 Public Health Expenses				
A. Communication and enforcement of public health measures	\$ -	\$ -	\$ -	
B. Medical and protective supplies, including sanitation and PPE	\$ -	\$ -	\$ -	
C. Disinfecting public areas and other facilities	\$ -	\$ -	\$ -	
D. Technical assistance on COVID-19 threat mitigation	\$ -	\$ -	\$ -	
E. Public safety measures undertaken	\$ -	\$ -	\$ -	
F. Quarantining individuals	\$ -	\$ -	\$ -	
G. Other	\$ -	\$ -	\$ -	
Sub-Total:	\$ -	\$ -	\$ -	
3 Payroll expenses for public employees dedicated to COVID-19				
A. Public Safety	\$ -	\$ -	\$ -	
B. Public Health	\$ -	\$ -	\$ -	
C. Health Care	\$ -	\$ -	\$ -	
D. Human Services	\$ -	\$ -	\$ -	
E. Economic Development	\$ -	\$ -	\$ -	
F. Other	\$ -	\$ -	\$ -	
Sub-Total:	\$ -	\$ -	\$ -	
4 Expenses to facilitate compliance with COVID-19-measures				
A. Food access and delivery to residents	\$ -	\$ -	\$ -	
B. Distance learning tied to school closings	\$ -	\$ -	\$ -	
C. Telework capabilities of public employees	\$ -	\$ -	\$ -	
D. Paid sick and paid family and medical leave to public employees	\$ -	\$ -	\$ -	
E. COVID-19-related expenses in county jails	\$ -	\$ -	\$ -	
F. Care and mitigation services for homeless populations	\$ -	\$ -	\$ -	
G. Other	\$ -	\$ -	\$ -	
Sub-Total:	\$ -	\$ -	\$ -	
5 Economic Supports				
A. Small business grants for business interruptions	\$ -	\$ -	\$ -	
B. Payroll Support Programs	\$ -	\$ -	\$ -	
C. Other	\$ -	\$ -	\$ -	
Sub-Total:	\$ -	\$ -	\$ -	
6 Other COVID-19 Expenses				
A. Other	\$ -	\$ -	\$ -	
B. Other	\$ -	\$ -	\$ -	
C. Other	\$ -	\$ -	\$ -	
D. Other	\$ -	\$ -	\$ -	
E. Other	\$ -	\$ -	\$ -	
Sub-Total:	\$ -	\$ -	\$ -	
TOTAL:	\$ -	\$ -	\$ -	

SECTION B: CRISIS

CIRCUMSTANCES: (Check all that apply.)

- Business was closed from _____ to _____ due to not being deemed essential.
- Business activity was substantially reduced from _____ to _____ due to Governor Inslee’s various proclamations/orders or TPCHD regulations.
- Business procedures are being/were substantially modified in order to reopen due to Governor Inslee’s various proclamations/orders or TPCHD regulations resulting in increased costs.
- The costs of doing business substantially increased in order to comply with Governor Inslee’s various proclamations/orders or TPCHD regulations.
- Other (Describe below.)

Please give a **brief account** of the circumstances:

By my signature below, I certify the following:

- I have provided and reviewed the information on this application. This information is accurate to the best of my knowledge. I also give my permission for the City of Fircrest’s Business Assistance Program Representative to request/release necessary information that may result in my receiving benefits.
- I understand the eligible and ineligible costs/expenses, as set forth in Section D below, for which CARES Act Funds may be used, and I certify that any grant received under this grant program will adhere to these guidelines.
- I understand that I may or may not receive assistance under this program and if assistance is provided, the payment will be made directly to the person(s) and address indicated on my Fircrest business license.
- I understand that grant funds may be taxable income, and I am advised to consult my financial advisor. A 1099 Form will be issued to each grant recipient as required by the IRS no later than February 2021.

APPLICANT SIGNATURE _____ DATE _____

Submit the completed form to:

City of Fircrest
 Business Assistance Program
 115 Ramsdell Street
 Fircrest, WA 98466

(*) Please provide proof of your 2020 City of Fircrest business license or endorsement when applying.

SECTION D: ELIGIBLE AND INELIGIBLE COSTS/EXPENSES:

ELIGIBLE Costs/Expenses:

- Payment of rent or required monthly loan payments
- Payment of Utility Costs
- Costs incurred during a reopening process, including the additional business interruption that happens when a small business must limit their accessibility to the public, and for displaying and/or communicating state-based requirements for public access.
- Operating costs for the purchase of items meant to protect the public and employees, such as protective masks and hand sanitizer, and other costs incurred by installing required safety measures in order to reopen a business.

INELIGIBLE Costs/Expenses:

- Any expense not related to the impacts of COVID-19.
- Any expense that would not be considered an eligible business expense by IRS rules.
- Political contributions
- Bonuses to owners or employees
- Wages to any member of the owner's family who is not a bona fide employee.
- Charitable contributions
- Gifts or parties
- Draw or salary to the owner that exceeded the amount that they were paid on a weekly or monthly basis for the same period last year.
- Pay down or pay off debt by more than required in the underlying debt instrument.

SECTION E: BUSINESS ASSISTANCE REVIEWER RECOMMENDATION:

- APPROVED: \$ _____
 DISAPPROVED

REVIEWED BY: _____
DATE: _____

AUTHORIZED BY: _____
DATE: _____

IF FUNDED:
PAYMENT DATE: _____
PAYMENT CHECK NUMBER: _____



CITY OF FIRCREST RENTAL ASSISTANCE PROGRAM APPLICATION

Application for rental assistance for individuals or families for living units within the City of Fircrest. This program is funded by and allowed under the Coronavirus Aid, Relief, and Economic Security Act (CARES Act).

PLEASE PROVIDE ANY DOCUMENTATION REQUESTED WITH THIS APPLICATION. Complete items 1-5 and the applicable sections on the **back of the application.**

APPLICANT _____
DATE

ADDRESS _____
PHONE NUMBER

LANDLORD NAME _____
LANDLORD PHONE NUMBER

SECTION A: DECLARATION OF LOW/NO INCOME AND HOUSEHOLD DESCRIPTION

Household’s income for the **last three months: Please provide documentation** for questions 1, 2 & 3.

- 1. The INCOME/BENEFITS from the following sources: Check all that apply
 SOCIAL SECURITY INSURANCE UNEMPLOYMENT COMPENSATION
 SOCIAL SECURITY EARNED
 VETERANS’ ASSSISTANCE OTHER
- 2. INCOME: \$_____ \$_____ \$_____
(1st Month) (2nd Month) (3rd Month)
- 3. HOUSEHOLD MEMBERS: Number living in home _____
Check all that apply: Disabled 60+
- 4. HOUSING STATUS:
Lived at residence: _____ Yrs _____ Months

SECTION B: CRISIS

- 5. CIRCUMSTANCES: **Check all that apply and provide supporting documentation**
 Death of immediate family member due to COVID-19
 Loss of job or income due to COVID-19
 Sudden illness or injury due to COVID-19
 Substantial loss of funds due to COVID-19
 Severely disabled or ill household member due to COVID-19
 Other (Describe on back of the form.)

EXTENUATING CIRCUMSTANCES: Please use the back of this application to provide an explanation for any areas checked.

SECTION C: RENT/LEASE INFORMATION

RENT AMOUNT – LAST THREE MONTHS: _____

From Page 1 #5. Please give a **complete account** of the circumstances: **Please provide supporting documentation.**

By my signature below, I certify the following:

- I have provided and reviewed the information on this application. This information is accurate to the best of my knowledge. I also give my permission for the City of Fircrest's Rental Assistance Program Representative to request/release necessary information that may result in my receiving benefits.
- I hereby authorize my landlord to release billing information to the City of Fircrest's Rental Assistance Program Representative in order to process my application.
- I understand that I may or may not receive assistance under this program and if assistance is provided, the payment will be made directly to my landlord on my behalf.

APPLICANT SIGNATURE _____ DATE _____

Submit the completed form to:

City of Fircrest
Rental Assistance Program
115 Ramsdell Street
Fircrest, WA 98466

SECTION D: RENTAL ASSISTANCE REVIEWER RECOMMENDATION:

- APPROVED: \$ _____
 DISAPPROVED

REVIEWED BY: _____
DATE: _____

AUTHORIZED BY: _____
DATE: _____

IF FUNDED:
PAYMENT DATE: _____
PAYMENT CHECK NUMBER: _____

FIRCREST CITY COUNCIL AGENDA SUMMARY

COUNCIL MEETING DATE: July 28, 2020

SUBJECT: 10D Department of Commerce Grant Contract

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 \$1,000,000 for Community Center phase of 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 \$1,000,000 secured through the State Capital Budget. This is the grant secured through the capital budget last year (2019). The wording in the recommending is due to how the project was approved by the legislature. While our application was clear that this was phase 2 and would be used to build the Community Center, the name of the project that was granted funds was called the Fircrest Community Pool project.

FISCAL IMPACT: \$1,000,000 grant towards the pool portion of the project. In order to access the \$1,000,000 grant, we are required to build a LEED Silver building, which is included in the bid documents.

ADVANTAGE: This contract allows us to access grant funds approved through the 2019 State Capital Budget.

DISADVANTAGES: None identified.

ALTERNATIVES: Not access grant funds.

HISTORY: The City of Fircrest recently advertised the bid for the Community Center phase of the Fircrest Pool and Community Center project. Bids are due August 11th. Bid award is anticipated for August 25th. The received \$750,000 from the State in 2018 for the pool phase of the project. In 2019, the City was successful in being awarded an additional \$1,000,000 for the Community Center phase. Any State funding for building projects now comes with the requirement to build to the LEED Silver standard. This did not apply to the pool phase because the requirement is only for building 5,000 square feet or larger, which the new pool house is not. Much of the LEED requirements are achieved through current building practices and due to the setting of the community center. The major cost impact add-ons to achieve the LEED Silver standard include solar panels and an electric VRF mechanical system.

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

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**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 \$1,000,000 FOR THE
COMMUNITY CENTER PHASE OF 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 \$1,000,000 in the State Capital Budget in 2019 towards the Fircrest Community Center phase of the Fircrest Community Pool project; and

WHEREAS, the City of Fircrest recently advertised for bids for the construction of the new community center, and anticipates awarding the bid in August 2020; and

WHEREAS, the City desires to apply the \$1,000,000 grant towards the Community Center phase of the 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 \$1,000,000 for the Community Center phase of 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 28th day of July 2020.

APPROVED:

Hunter T. George, Mayor

ATTEST:

Jayne Westman, City Clerk

APPROVED AS TO FORM:

Michael B. Smith, City Attorney



Grant to

City of Fircrest

through

The 2020 Local and Community Projects Program

For

Fircrest Pool (Fircrest) - for construction of a community center

Start date: 7/1/2019

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FACE SHEET

Grant Number: 20-96627-075

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

1. GRANTEE City of Fircrest 115 Ramsdell Street Fircrest, Washington 98466		2. GRANTEE Doing Business As (optional)					
3. Grantee Representative Scott Pingel City Manager 2535648901 spingel@cityoffircrest.net		4. COMMERCE Representative Randi DuPrey Project Manager (360) 725-3021 Fax 360-586-5880 Randi.DuPrey@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 \$980,000.00	6. Funding Source Federal: <input type="checkbox"/> State: <input checked="" type="checkbox"/> Other: <input type="checkbox"/> N/A: <input type="checkbox"/>	7. Start Date 7/1/2019	8. End Date 6/30/2023				
9. Federal Funds (as applicable) N/A		<table style="width:100%; border: none;"> <tr> <td style="width:50%; border: none;"><u>Federal Agency</u></td> <td style="width:50%; border: none;"><u>CFDA Number</u></td> </tr> <tr> <td style="border: none;">N/A</td> <td style="border: none;">N/A</td> </tr> </table>		<u>Federal Agency</u>	<u>CFDA Number</u>	N/A	N/A
<u>Federal Agency</u>	<u>CFDA Number</u>						
N/A	N/A						
10. Tax ID # 91-6001431	11. SWV # SWV0007707-00	12. UBI # 278-009-045	13. DUNS # N/A				
14. Grant Purpose The outcome of this performance-based contract is to for construction of a community center 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 <hr/> Scott Pingel, City Manager <hr/> Date		FOR COMMERCE <hr/> Mark K. Barkley, Assistant Director <hr/> Date APPROVED AS TO FORM  <hr/> Steve Scheele, AAG 7/2/2020 <hr/> Date					

**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 2019, Chapter 413, Section 1042, made an appropriation to support the 2020 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 \$980,000.00 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.

**SPECIAL TERMS AND CONDITIONS
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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.

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

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 19, hereof.

**SPECIAL TERMS AND CONDITIONS
GENERAL GRANT
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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

GRANTEE 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:

**SPECIAL TERMS AND CONDITIONS
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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

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

- 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, 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) of the General Terms and Conditions.

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, 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) of the General Terms and Conditions.

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

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, GRANTEE shall cooperate with COMMERCE to complete the requirements of Governor's Executive Order 05-05, where applicable, or GRANTEE shall complete a review under Section 106 of the National Historic Preservation Act, if applicable. GRANTEE agrees that the GRANTEE 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, GRANTEE 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. GRANTEE agrees to avoid, minimize, or mitigate impacts to the cultural resource as a continuing prerequisite to receipt of funds under this Contract.

The GRANTEE agrees that, unless the GRANTEE 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 GRANTEE 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 GRANTEE 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.

**SPECIAL TERMS AND CONDITIONS
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STATE FUNDS**

The GRANTEE 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, GRANTEE 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 GRANTEE finds it necessary to amend the Scope of Work the GRANTEE 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, 2021 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.

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

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 attorney’s 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 GRANTEE 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 GRANTEE 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 GRANTEE 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 GRANTEE and their subcontractors(s) must be identified

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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 GRANTEE 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 GRANTEE as it could pursue in the event of a breach of the contract by the GRANTEE. 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 attorney's 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. The funds provided under this contract may not be used to fund religious worship, exercise, or instruction. No person shall be required to participate in any religious worship, exercise, or instruction in order to have access to the facilities funded by this grant.

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.

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(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.

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

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reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this Grant.

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

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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 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

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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 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 construction of the Fircrest Community Center, located at 555 Contra Costa, Fircrest WA 98466.

The construction will include but not be limited to the building of a community center including a high school sized basketball court and larger meeting rooms. The center will serve as a place for youth and families to come learn, play and grow together.

This project is expected to be completed before June 2023.

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	\$757,678.00
Site Acquisition	\$0.00
Construction	\$7,765,246.00
Capitalized Equipment	\$0.00
Construction Management	\$75,000.00
Other (LEED cert, testing, reconnection, permits)	\$2,123,894.00
Total Contracted Amount:	\$10,721,818.00

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
General Obligation Bonds	\$6,500,000.00	
Private Donations	\$3,241,818.00	
	\$0.00	
	\$0.00	
	\$0.00	
	\$0.00	
Total Non-State Funds	\$9,741,818.00	\$9,741,818.00
State Funds		
State Capital Budget	\$980,000.00	\$980,000.00
Total Non-State and State Sources		\$10,721,818.00

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 May 21, 2019 (for the 19-21 biennium), 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