

**FIRCREST CITY COUNCIL
REGULAR MEETING
AGENDA**

**TUESDAY, JANUARY 09, 2024
7:00 P.M.**

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

Pg.#

- 1. CALL TO ORDER**
- 2. PLEDGE OF ALLEGIANCE**
- 3. ROLL CALL**
- 4. PRESIDING OFFICER'S REPORT**
 - A. City Clerk: Suspension of Rules
 - B. City Clerk: Selection of Mayor
 - C. Selection of Mayor Pro-Tempore
 - D. 2024 Liaison Assignments
- 5. CITY MANAGER COMMENTS**
- 6. DEPARTMENT HEAD COMMENTS**
- 7. COUNCILMEMBER COMMENTS**
- 8. PUBLIC COMMENTS FOR ITEMS NOT ON THE AGENDA** (If you would like to make a public comment, you may speak at the appropriate time using the raise your hand feature or by pressing *9 on your phone.)
- 9. COMMITTEE, COMMISSION & LIAISON REPORTS**
 - A. Administration
 - B. Environmental, Planning, and Building
 - C. Finance, IT
 - D. Other Reports
- 10. CONSENT CALENDAR**
 - A. Approval of [vouchers/payroll checks](#) 3
 - B. [Rebuilding Together South Sound Special Occasion Liquor License](#) 13
There were no objections registered for the approval of this special liquor license renewal.
 - C. [Fircrest Bottle Shop Liquor License Application](#) 15
There were no objections registered for the approval of this liquor license renewal.
 - D. Approval of Minutes: [December 18, 2023, Study Session Meeting](#) 17
[December 26, 2023, Regular Meeting](#) 18
 - E. Setting the 2024 City Council Study Session meetings on January 16, February 20, March 18, April 15, May 20, June 17, July 15, August 19, September 16, October 21, November 18, and December 16 starting at 6:00 pm at City Hall.
 - F. Setting a joint meeting of the City Council and the Planning Commission on February 6, 2024, at 6:00 pm at City Hall.
 - G. Setting a Public Hearing on January 23, 2024, at 7:15 pm or shortly thereafter to receive comments on a proposed solid waste rate adjustment.
- 11. PUBLIC HEARING**
- 12. UNFINISHED BUSINESS**
- 13. NEW BUSINESS**
 - A. [Resolution: Claremont Street Overlay TIB Grant Agreement](#) 21
 - B. [Resolution: Regents West Grind and Overlay Design Contract Award](#) 31
 - C. [Resolution: Approval of Department of Commerce Missing Middle Housing Grant Agreement](#) 89

14. CALL FOR FINAL COMMENTS

15. EXECUTIVE SESSION

To Discuss Labor Negotiations, pursuant to RCW 42.30.140 (4)(b), To Discuss Potential Litigation, pursuant to RCW 42.30.110 (1)(i) & To Review the Performance of Public Employee, pursuant to RCW 42.30.110(1)(g)

16. ADJOURNMENT

Join the Zoom *Dial-in Information:* 1-253-215-8782 *Webinar ID:* 846 5985 5658 *Password:* 848037

ACCOUNTS PAYABLE

City Of Fircrest

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Accts Pay #	Received	Date Due	Vendor	Amount	Memo
31427	12/29/2023	01/09/2024	10648 Andrews Technology HMS, Inc.	7,435.00	Time & Attendance Program (5 Year Term) and Implementation of Systeem
	514 23 41 00	Prof Svcs - Finance	001 000 514	7,435.00	Time & Attendance Program (5 Year Term) and Implementation of Systeem
31435	01/03/2024	01/09/2024	4324 City Treasurer-Tacoma	69,221.50	Fire/EMS - 01/2024
	522 20 40 00	Tacoma Contract - Fire	001 000 522	21,886.75	Fire - 01/2024
	522 20 41 00	Tacoma Contract - EMS	001 000 522	47,334.75	EMS - 01/2024
31430	01/03/2024	01/09/2024	8188 Comcast Business Communications LLC	455.17	Internet Access Fee - January 2024
	518 81 42 00	Communication/Internet - I/	001 000 518	455.17	Internet Access Fee - January 2024
31429	01/03/2024	01/09/2024	3638 Fircrest Golf Club	1,366.81	Land Rental for Water Tank on Golf Course Property - January 2024
	591 34 70 00	Lease Payments - Water Adr	425 000 591	1,366.81	Land Rental for Water Tank on Golf Course Property - January 2024
31432	01/03/2024	01/09/2024	10305 Gunderson Law Office PLLC	12,000.00	City of Fircrest - December 2023
	515 41 41 03	City Prosecutor	001 000 515	12,000.00	City of Fircrest - December 2023
31443	01/03/2024	01/09/2024	4131 Humane Society - Tacoma	781.36	January 2024 Boarding Contract
	554 30 41 00	Animal Control	001 000 554	781.36	January 2024 Boarding Contract
31371	12/28/2023	01/09/2024	9955 Isenhour, Micheal Willard	39.00	Library Reimbursement - 1/2 Year
	572 21 49 00	Library Services	001 000 572	39.00	Library Reimbursement - 1/2 Year
31433	01/03/2024	01/09/2024	3735 Judicial Conference Registrar, Financial Services	585.00	2024 Washington Judicial Conference Registration Fircrest/Ruston Court - Judge Foley
	512 51 49 01	Reg & Tuition - Court	001 000 512	585.00	2024 Washington Judicial Conference Registration Fircrest/Ruston Court - Judge Foley
31448	01/04/2024	01/09/2024	3776 Lemay Mobile Shredding	51.00	Shredding 12/2023 - Court
	512 51 49 00	Miscellaneous - Court	001 000 512	51.00	Shredding 12/2023 - Court
31449	01/04/2024	01/09/2024	3776 Lemay Mobile Shredding	45.00	Shredding 12/2023 - PW
	531 50 49 00	Miscellaneous - Storm	415 000 531	15.00	Shredding 12/2023 - PW
	534 10 49 00	Miscellaneous - Water Admi	425 000 534	15.00	Shredding 12/2023 - PW
	535 10 49 00	Miscellaneous - Sewer Admi	430 000 535	15.00	Shredding 12/2023 - PW

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			Total Lemay Mobile Shredding	96.00	
31434	01/03/2024	01/09/2024	9861 Lexipol	5,541.69	Annual Law Enforcement Policy Manual & Daily Training Bulletins - 1/1/24 - 12/31/24
	521 22 41 00	Prof Svcs - Police	001 000 521 General Fund	5,541.69	Annual Law Enforcement Policy Manual & Daily Training Bulletins - 1/1/24 - 12/31/24
31436	01/03/2024	01/09/2024	8626 Pacific Office Automation Inc	152.83	Postage Meter Rental - January 2024
	591 18 70 10	Lease Payments - Non-Dept	001 000 591 General Fund	152.83	Postage Meter Rental - January 2024
31440	01/03/2024	01/09/2024	3986 Puget Sound Energy, BOT-01H	328.25	Natural Gas - Pool/Bathhouse - December 2023
	576 20 47 00	Public Utility Services - Pool	001 000 576 General Fund	328.25	Natural Gas - Pool/Bathhouse - December 2023
31441	01/03/2024	01/09/2024	3986 Puget Sound Energy, BOT-01H	199.84	Natural Gas - PW - November 2023
	531 50 47 02	Public Utility Services - Bldg	415 000 531 Storm Drain	49.96	Natural Gas - PW - November 2023
	534 10 47 00	Utility Services/Building - W	425 000 534 Water Fund (dep	49.96	Natural Gas - PW - November 2023
	535 10 47 00	Utility Services/Building - Se	430 000 535 Sewer Fund (dep	49.96	Natural Gas - PW - November 2023
	542 30 47 02	Electricity & Gas/Bldg - Stree	101 000 542 City Street Fund	49.96	Natural Gas - PW - November 2023
			Total Puget Sound Energy, BOT-01H	528.09	
31431	01/03/2024	01/09/2024	5710 Rainier Connect, Mashell Telecom	106.95	Internet Access Fee - City Hall - January 2024
	518 81 42 00	Communication/Internet - I/	001 000 518 General Fund	106.95	Internet Access Fee - City Hall - January 2024
31437	01/03/2024	01/09/2024	4707 Springbrook Holding Company LLC	21,294.40	2024 Springbrook Software Annual Support
	514 23 41 00	Prof Svcs - Finance	001 000 514 General Fund	12,222.59	Software Annual Support - Finance 2024
	524 20 41 03	Prof Svcs - Building	001 000 524 General Fund	1,858.81	Software Annual Support - Building 2024
	531 50 41 00	Prof Svcs - Storm	415 000 531 Storm Drain	1,784.73	Software Annual Support - Storm 2024
	534 10 41 00	Prof Svcs - Water Admin	425 000 534 Water Fund (dep	1,784.73	Software Annual Support - Water 2024
	535 10 41 00	Prof Svcs - Sewer Admin	430 000 535 Sewer Fund (dep	1,784.73	Software Annual Support - Sewer 2024
	542 30 41 00	Prof Svcs - Street Reg	101 000 542 City Street Fund	1,858.81	Software Annual Support - Street 2024
31450	01/04/2024	01/09/2024	4322 Tacoma, City of - POWER	2,012.13	Power - Various Locations - December 2023
	534 80 47 01	Utility Services/Pumping	425 000 534 Water Fund (dep	1,367.07	PW, Well #8 & Weathervane Booster 12/2023
	535 80 47 01	Utility Services/Pumping	430 000 535 Sewer Fund (dep	608.57	Pumps/LS Power 12/2023
	542 30 47 03	Electricity/Traffic Lights	101 000 542 City Street Fund	24.20	Traffic Control 12/2023
	542 63 47 00	Electricity/Street Lights	101 000 542 City Street Fund	12.29	Street Lights 12/2023

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31426	01/02/2024	01/09/2024	4179 Unum Life Insurance Company of America	56.90	Retired Benefits - January 2024
	521 22 20 02	LEOFF I Long Term Care Prei	001 000 521 General Fund	56.90	Retired Benefits - January 2024
31438	01/03/2024	01/09/2024	9959 WAPRO	25.00	Annual Membership - 12/1/23-11/30/24 - A Burkhart
	513 10 49 02	Dues/Member/Subscriptions:	001 000 513 General Fund	25.00	Annual Membership - 12/1/23-11/30/24 - A Burkhart
31428	01/02/2024	01/09/2024	10035 Zoom Video Communications	1,432.12	Monthly Phone Rental 12/31/23-1/30/24
	513 10 42 00	Communication - Admin	001 000 513 General Fund	79.64	Meeting Webinar & Recording - 12/31/23-1/30/24
	518 10 42 00	Communication - Non Dept	001 000 518 General Fund	1,020.03	Monthly Phone Service - 12/31/23-1/30/24
	591 18 70 10	Lease Payments - Non-Dept	001 000 591 General Fund	332.45	Monthly Phone Rental - 12/31/23-1/30/24

Report Total: 123,129.95

Fund	
001 General Fund	112,293.17
101 City Street Fund	1,945.26
415 Storm Drain	1,849.69
425 Water Fund (department)	4,583.57
430 Sewer Fund (department)	2,458.26

This report has been reviewed by:

REMARKS:

Signature & Title

Date

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31408	12/29/2023	12/31/2023	7066 Apex Engineering	2,500.00	Task Order 2023-002 Prose Property Engineering Consultation - November 2023
	524 20 41 03 Prof Svcs - Building		001 000 524 General Fund	2,500.00	Task Order 2023-002 Prose Property Engineering Consultation - November 2023
31424	12/29/2023	12/31/2023	4829 BSN Sports	286.98	Adult Basketball Supplies
	571 20 49 08 Adult Basketball		001 000 571 General Fund	286.98	Adult Basketball Supplies
31369	12/28/2023	12/31/2023	3113 Berg, Teresa	78.00	Library Reimbursement - 1 Year
	572 21 49 00 Library Services		001 000 572 General Fund	78.00	Library Reimbursement - 1 Year
31403	12/29/2023	12/31/2023	9496 Burkhardt, Arlette	100.00	Gym Fees Reimbursement - Sept-Dec 2023
	513 10 20 00 Personnel Benefits - Admin		001 000 513 General Fund	100.00	Gym Fees Reimbursement - Sept-Dec 2023
31410	12/29/2023	12/31/2023	8837 Byrd, Selena R	145.84	Gym Fee Reimbursement - Jan-Dec 2023
	521 22 20 00 Personnel Benefits - Police		001 000 521 General Fund	145.84	Gym Fee Reimbursement - Jan-Dec 2023
31394	12/29/2023	12/31/2023	3572 CED	862.55	Cobra Head Street Lights for Future Repairs (2)
	542 63 31 00 Oper Supplies - St Light		101 000 542 City Street Fund	862.55	Cobra Head Street Lights for Future Repairs (2)
31388	12/29/2023	12/31/2023	6018 Canon Financial Services Inc	159.81	Police Copier/Fax Rental - December 2023
	591 21 70 22 Lease Payments - Police		001 000 521 General Fund	159.81	Police Copier/Fax Rental - December 2023
31423	12/29/2023	12/31/2023	10046 Cottrill, Dorothy	39.78	Reimbursement for Refreshments for Whittier Master Plan Open House - 12/14/23
	594 76 63 01 Other Improvements - Parks		001 000 576 General Fund	39.78	Reimbursement for Refreshments for Whittier Master Plan Open House - 12/14/23
31398	12/29/2023	12/31/2023	3589 Databar Inc	2,274.67	Town Topics with Special Thank You Insert - December 2023
	518 10 49 01 Town Topics/Citizen Commu		001 000 518 General Fund	2,274.67	Town Topics with Special Thank You Insert - December 2023
31399	12/29/2023	12/31/2023	3589 Databar Inc	2,295.21	P#78 Community Survey Mailing & Postage
	594 76 63 01 Other Improvements - Parks		001 000 576 General Fund	2,295.21	P#78 Community Survey Mailing & Postage
31412	12/29/2023	12/31/2023	3589 Databar Inc	498.15	Town Topics - Separate Mailing - December 2023
	518 10 49 01 Town Topics/Citizen Commu		001 000 518 General Fund	498.15	Town Topics - Separate Mailing - December 2023

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31418	12/29/2023	12/31/2023	3589 Databar Inc	2,233.41	Town Topics - Statement Production - December 2023, Postage; Town Topics - Special Edition Thank You Insert
518 10 49 01	Town Topics/Citizen Commu		001 000 518 General Fund	60.37	December 2023 Town Topics Insert
531 50 42 01	Postage - Storm		415 000 531 Storm Drain	304.67	December 2023 UB Postage
531 50 49 06	Mailing Service - Storm		415 000 531 Storm Drain	419.67	December 2023 UB Mailing Svc
534 10 42 01	Postage - Water Admin		425 000 534 Water Fund (dep	304.68	December 2023 UB Postage
534 10 49 06	Mailing Service - Water Adr		425 000 534 Water Fund (dep	419.67	December 2023 UB Mailing Svc
535 10 42 02	Postage - Sewer Admin		430 000 535 Sewer Fund (dep	304.68	December 2023 UB Postage
535 10 49 05	Mailing Service - Sewer Adr		430 000 535 Sewer Fund (dep	419.67	December 2023 UB Mailing Svc
Total Databar Inc				7,301.44	
31407	12/29/2023	12/31/2023	9453 DeWine, Mary	78.00	Library Reimbursement - 1 Year (David)
572 21 49 00	Library Services		001 000 572 General Fund	78.00	Library Reimbursement - 1 Year (David)
31411	12/29/2023	12/31/2023	10618 First Responder Outfitters, Inc.	26.47	Uniform Alterations - Chief Schaub
521 22 49 01	Uniforms/Clothing/Laundry		001 000 521 General Fund	26.47	Uniform Alterations - Chief Schaub
31391	12/29/2023	12/31/2023	10298 Foley, Meagan M.	262.50	Pro Temp Judge - 12/21/23 (3.5 hrs) - RMC
512 52 41 02	Prof Svcs - Pro Temp Judges		001 000 512 General Fund	262.50	Pro Temp Judge - 12/21/23 (3.5 hrs) - RMC
31392	12/29/2023	12/31/2023	10298 Foley, Meagan M.	225.00	Pro Temp Judge - 12/20/23 (3 hrs) - FMC
512 51 41 02	Prof Svcs - Pro Temp Judges		001 000 512 General Fund	225.00	Pro Temp Judge - 12/20/23 (3 hrs) - FMC
31413	12/29/2023	12/31/2023	10298 Foley, Meagan M.	225.00	Pro Temp Judge - 12/27/23 (3 hrs) - FMC
512 51 41 02	Prof Svcs - Pro Temp Judges		001 000 512 General Fund	225.00	Pro Temp Judge - 12/27/23 (3 hrs) - FMC
Total Foley, Meagan M.				712.50	
31442	12/29/2023	12/31/2023	9338 Fuelman Fleet Program	2,360.95	Gas/Fuel - December 2023
548 65 31 06	Gas - Facilities		501 000 548 Equipment Rent:	218.26	Facilities - 12/2023
548 65 31 08	Gas - Police		501 000 548 Equipment Rent:	1,465.94	Police - 12/2023
548 65 31 11	Gas - Parks/Rec		501 000 548 Equipment Rent:	128.07	Parks - 12/2023
548 65 31 12	Gas - Street		501 000 548 Equipment Rent:	244.40	Street - 12/2023
548 65 31 14	Gas - Water/Sewer		501 000 548 Equipment Rent:	304.28	W/S - 12/2023
31414	12/29/2023	12/31/2023	7475 Goodyear Tire & Rubber Company	429.32	Sweeper Tire Repair

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	548 65 48 13	O & M - Storm	501 000 548 Equipment Rent:	429.32	Sweeper Tire Repair
31385	12/29/2023	12/31/2023	8122 Jean, Robert W.	1,500.00	Project Coordinator Services - 12/16/23-12/31/23
	535 10 41 00	Prof Svcs - Sewer Admin	430 000 535 Sewer Fund (dep	1,500.00	Project Coordinator Services - 12/16/23-12/31/23
31445	12/29/2023	12/31/2023	10649 KBH Construction	230,358.18	P#71 Fircrest Park & Field Improvements - Application #1 for Payment
	594 76 63 03	Other Improvements - PBCF	301 000 576 Park Bond Capit:	230,358.18	P#71 Fircrest Park & Field Improvements - Application #1 for Payment
31405	12/29/2023	12/31/2023	6883 L.N. Curtis & Sons	427.55	Holsters for J Lease, M Bugarin & J Roberts
	521 22 35 00	Small Tools & Equip - Police	001 000 521 General Fund	427.55	Holsters for J Lease, M Bugarin & J Roberts
31395	12/29/2023	12/31/2023	9861 Lexipol	848.79	PoliceOne Academy Annual Rate (9 Users) 12/1/23-11/30/24
	521 22 41 00	Prof Svcs - Police	001 000 521 General Fund	848.79	PoliceOne Academy Annual Rate (9 Users) 12/1/23-11/30/24
31406	12/29/2023	12/31/2023	6877 McColm, Susan	78.00	Library Reimbursement - 1 Year
	572 21 49 00	Library Services	001 000 572 General Fund	78.00	Library Reimbursement - 1 Year
31393	12/29/2023	12/31/2023	3923 Orca Pacific Inc	840.50	Hypochlorite Solution (177 Gal)
	534 80 31 03	Oper Supplies - Chlorine	425 000 534 Water Fund (dep	840.50	Hypochlorite Solution (177 Gal)
31368	12/28/2023	12/31/2023	3957 PC Budget & Finance	36,400.00	Indigent Defense Fircrest/Ruston July - December 2023
	515 41 41 00	Assigned Counsel	001 000 515 General Fund	36,400.00	Indigent Defense Fircrest/Ruston July - December 2023
31439	12/29/2023	12/31/2023	3957 PC Budget & Finance	1,538.00	2023 Conflict Counsel
	515 41 41 05	Conflict Counsel	001 000 515 General Fund	1,538.00	2023 Conflict Counsel
			Total PC Budget & Finance	37,938.00	
31389	12/29/2023	12/31/2023	10221 Petty Cash-ParksRec	67.00	Petty Cash Reimbursement 12/31/23
	571 10 31 02	Senior Program Supplies	001 000 571 General Fund	67.00	Senior Morning Supplies
31400	12/29/2023	12/31/2023	3751 Psomas, DBA KPG Psomas	523.00	P#79 Claremont Wellhouse Structural Assessment 10/27/23-11/23/23

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534 50 48 01	Rep & Maint - Water Maint		425 000 534 Water Fund (dep	523.00	P#79 Claremont Wellhouse Structural Assessment 10/27/23-11/23/23
31401	12/29/2023	12/31/2023	3751 Psomas, DBA KPG Psomas	9,310.00	P#77 Orchard St. Overlay 10/27/23-11/23/23
595 10 63 06	Project Engineering - Street		101 000 542 City Street Fund	9,310.00	P#77 Orchard St. Overlay 10/27/23-11/23/23
Total Psomas, DBA KPG Psomas				9,833.00	
31370	12/28/2023	12/31/2023	9307 Roberts, Colleen	78.00	Library Reimbursement - 1 Year (Colleen)
572 21 49 00	Library Services		001 000 572 General Fund	78.00	Library Reimbursement - 1 Year (Colleen)
31387	12/29/2023	12/31/2023	4031 San Diego Police Equipmnt	600.41	Ammunition (2 Cases)
521 22 31 00	Office & Oper Sup - Police		001 000 521 General Fund	600.41	Ammunition (2 Cases)
31396	12/29/2023	12/31/2023	4035 Sarco Supply	28.01	Janitorial Supplies - Rec Bldg
571 10 31 04	Janitorial Supplies - Rec Bldg		001 000 571 General Fund	28.01	Janitorial Supplies - Rec Bldg
31416	12/29/2023	12/31/2023	6350 Sevier, Maria	1,200.00	On Call GIS Support - 12/9/23-12/28/23
531 50 41 00	Prof Svcs - Storm		415 000 531 Storm Drain	147.00	On Call GIS Support - 12/9/23-12/28/23
534 10 41 00	Prof Svcs - Water Admin		425 000 534 Water Fund (dep	147.00	On Call GIS Support - 12/9/23-12/28/23
535 10 41 00	Prof Svcs - Sewer Admin		430 000 535 Sewer Fund (dep	147.00	On Call GIS Support - 12/9/23-12/28/23
542 30 41 00	Prof Svcs - Street Reg		101 000 542 City Street Fund	147.00	On Call GIS Support - 12/9/23-12/28/23
558 60 41 00	Prof Svcs - Planning		001 000 558 General Fund	612.00	On Call GIS Support - 12/9/23-12/28/23
31367	12/28/2023	12/31/2023	4056 Sherwin-Williams Company	67.10	Paint For Chief's Office
518 30 31 02	Oper Supplies - PSB Bldg		001 000 518 General Fund	67.10	Paint For Chief's Office
31415	12/29/2023	12/31/2023	4090 State Of Washington	313.16	State Building Code Remittance Dec 2023
586 10 00 00	Agency Funds - Building		655 000 580 Agency Fund/Bd	313.16	State Building Code Remittance Dec 2023
31404	12/29/2023	12/31/2023	4328 Systems for Public Safety Inc	312.13	#60942D 2016 Ford Interceptor - Replace Tires (2)
548 65 48 08	O & M - Police		501 000 548 Equipment Rent:	312.13	#60942D 2016 Ford Interceptor - Replace Tires (2)
31425	12/29/2023	12/31/2023	9888 T-Mobile (Cell Phone Bill)	1,129.45	City Cell Phone & Air Cards 12/2023
518 30 42 00	Communication - Fac/Equip		001 000 518 General Fund	90.72	Maint. Lead, 2 Workers 12/2023
521 22 42 00	Communication - Police		001 000 521 General Fund	583.31	Police Officers, Chief and Air Cards 12/2023
524 20 42 00	Communication- Building		001 000 524 General Fund	15.12	Community Development Dir. 12/2023

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531 50 42 00	Communication - Storm		415 000 531 Storm Drain	75.83	Public Works Crew, Director, PW Office Coord. 12/2023
534 10 42 00	Communication - Water Adr		425 000 534 Water Fund (de	106.97	Public Works Crew, Director, PW Office Coord., PW Water Meter Collector 12/2023
535 10 42 01	Communication - Sewer Adr		430 000 535 Sewer Fund (de	75.83	Public Works Crew, Director, PW Office Coord. 12/2023
542 30 42 00	Communication - Street Reg		101 000 542 City Street Fund	75.83	Public Works Crew, Director, PW Office Coord. 12/2023
558 60 42 00	Communication - Planning		001 000 558 General Fund	15.12	Community Development Dir. 12/2023
576 80 42 00	Communication - Parks		001 000 576 General Fund	90.72	P/R Director, Events, Maint. Worker 12/2023
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31444	12/29/2023 12/31/2023	9888	T-Mobile (Cell Phone Bill)	29.95	Court Fax Line
512 51 42 00	Communication - Court		001 000 512 General Fund	29.95	Court Fax Line
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Total T-Mobile (Cell Phone Bill)				1,159.40	
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31390	12/29/2023 12/31/2023	4133	Tacoma Rubber Stamp	90.89	Nameplate - M Foley & Stamp
512 51 35 00	Small Tools & Equip - Court		001 000 512 General Fund	90.89	Nameplate - M Foley & Stamp
<hr/>					
31417	12/29/2023 12/31/2023	6950	Tacoma Trophy	166.52	Volunteer Recognitions
573 90 49 01	Community Events		001 000 573 General Fund	166.52	Volunteer Recognitions
<hr/>					
31409	12/29/2023 12/31/2023	10617	TechPower Solutions, Inc.	3,136.75	Panasonic 14" Laptop
594 21 64 00	Machinery & Equipment - Pr		001 000 521 General Fund	3,136.75	Panasonic 14" Laptop
<hr/>					
31353	12/20/2023 12/31/2023	1657	Tollefson, Marc D.	7.62	03-00190.0 - 335 REGENTS BLVD
343 10 00 00	Storm Drain Revenues		415 000 340 Storm Drain	-1.69	
343 40 00 00	Sale Of Water		425 000 340 Water Fund (de	-1.85	
343 50 00 00	Sewer Revenues		430 000 340 Sewer Fund (de	-4.08	
<hr/>					
31420	12/29/2023 12/31/2023	5934	US Bank, City Hall Account	1,967.65	P-Card Charges thru 12/31/23
511 60 41 02	Recording Software Services		001 000 511 General Fund	158.54	Recording Software Services - 12/6/23-12/6/24
511 60 49 00	Miscellaneous - Legisl		001 000 511 General Fund	253.45	Judge Miller Reception Event - Snacks, Refreshments, Framed Resolution
511 60 49 05	Reg & Tuition - Legisl		001 000 511 General Fund	95.00	Elected Officials Online Webinar - K Mauer-Smith
512 51 31 00	Office & Oper Sup - Court		001 000 512 General Fund	327.00	Splashtop Software 1 Year - Fircrest Court
513 10 49 02	Dues/Member/Subscriptions		001 000 513 General Fund	100.00	Public Records Officer Certificate Application Fee - A Burkhart
517 90 31 01	Oper Supplies - Wellness Pr		001 000 517 General Fund	480.98	Wellness Program Supplies - Employee Holiday Lunch

ACCOUNTS PAYABLE

City Of Fircrest

Time: 10:18:48 Date: 01/05/2024

As Of: 12/31/2023

Page: 6

Accts Pay #	Received	Date Due	Vendor	Amount	Memo
518 10 42 01	Postage - Non Dept		001 000 518 General Fund	386.00	Postage - Passports
518 10 49 04	Reg & Tuition - Non Dept		001 000 518 General Fund	40.00	Customer Service Webinar - S Lee
521 10 49 00	Miscellaneous - Civil Svc		001 000 521 General Fund	86.68	Business Lunch for 12/14/23 Lateral Officer Oral Board
524 20 49 01	Reg & Tuition - Building		001 000 524 General Fund	20.00	Customer Service Webinar - K Rosario
558 60 49 01	Reg & Tuition - Planning		001 000 558 General Fund	20.00	Customer Service Webinar - K Rosario
31421	12/29/2023 12/31/2023	8482	US Bank, Police Department Account	59.98	P-Card Charges thru 12/31/23
521 22 49 07	Community Outreach		001 000 521 General Fund	59.98	Candy for Santa Sleigh Ride
31447	12/29/2023 12/31/2023	8483	US Bank, Public Works Dept Account	453.14	P-Card Charges thru 12/31/23
518 30 31 01	Oper Supplies - Rec Bldg		001 000 518 General Fund	88.18	Lights & Door Holder
521 22 49 07	Community Outreach		001 000 521 General Fund	50.89	Gas for Santa Sleigh Ride
531 50 31 01	Office Supplies - Storm		415 000 531 Storm Drain	-42.35	Credit for Returned Print Head for Plotter
534 10 31 00	Office Supplies - Water Adm		425 000 534 Water Fund (de	-42.36	Credit for Returned Print Head for Plotter
534 10 43 00	Travel - Water Admin		425 000 534 Water Fund (de	439.96	Lodging for Annual Water Conference - B Wakefield
535 10 31 00	Office Supplies - Swr Admin		430 000 535 Sewer Fund (de	-42.36	Credit for Returned Print Head for Plotter
542 30 31 01	Office Supplies - Street Reg		101 000 542 City Street Fund	-42.35	Credit for Returned Print Head for Plotter
542 30 43 00	Travel - Street Reg		101 000 542 City Street Fund	16.50	Toll to DOL - License for Bucket Truck
548 65 48 12	O & M - Street		501 000 548 Equipment Rent	27.03	Bucket Truck Scale Weigh for Licensing
31446	12/29/2023 12/31/2023	8484	US Bank, Recreation Dept Account	296.14	P-Card Charges thru 12/31/23
571 10 31 01	Oper Supplies - Rec		001 000 571 General Fund	84.99	Pickleball Supplies
571 10 31 02	Senior Program Supplies		001 000 571 General Fund	85.06	Senior Morning Supplies
571 10 49 00	Miscellaneous - Rec		001 000 571 General Fund	51.47	Misc. Rec Supplies
573 90 49 01	Community Events		001 000 573 General Fund	74.62	Community Event Supplies
31397	12/29/2023 12/31/2023	4178	University Place Refuse Inc	2,040.58	Dumping Fees - 12/2023
531 50 47 01	Dumping Fees - Storm		415 000 531 Storm Drain	875.72	Dumping Fees - Storm 12/2023
534 80 47 02	Dumping Fees - Water		425 000 534 Water Fund (de	260.21	Dumping Fees - Water 12/2023
535 80 47 02	Dumping Fees - Sewer		430 000 535 Sewer Fund (de	260.22	Dumping Fees - Sewer 12/2023
542 30 47 01	Dumping Fees - Street		101 000 542 City Street Fund	322.23	Dumping Fees - Street 12/2023
576 80 47 01	Dumping Fees - Parks		001 000 576 General Fund	322.20	Dumping Fees - Parks 12/2023
31419	12/29/2023 12/31/2023	3645	WEX BANK, Wright Express FSC	1,038.19	Gas/Fuel - December 2023
548 65 31 05	Gas - Non Dept		501 000 548 Equipment Rent	52.00	Non Dept 12/2023
548 65 31 08	Gas - Police		501 000 548 Equipment Rent	606.10	Police 12/2023
548 65 31 12	Gas - Street		501 000 548 Equipment Rent	380.09	Street 12/2023
31402	12/29/2023 12/31/2023	4231	Water Mgmt Labs Inc	132.00	Nitrate Nitrogen Testing - November 2023

ACCOUNTS PAYABLE

City Of Fircrest

Time: 10:18:48 Date: 01/05/2024

As Of: 12/31/2023

Page: 7

Accts Pay #	Received	Date Due	Vendor	Amount	Memo
534 80 41 00	Water Testing		425 000 534 Water Fund (de	132.00	Nitrate Nitrogen Testing - November 2023
31357	12/26/2023	12/31/2023	9612 Wolfe, Thomas	156.00	Library Reimbursement - 1 Year (Thomas & Lennea)
572 21 49 00	Library Services		001 000 572 General Fund	156.00	Library Reimbursement - 1 Year (Thomas & Lennea)
31386	12/29/2023	12/31/2023	4273 Zumar Industries Inc	121.11	Street Sign Bases (2)
542 30 31 02	Oper Supplies - Street Reg		101 000 542 City Street Fund	121.11	Street Sign Bases (2)

Report Total:	310,397.44
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Fund	
001 General Fund	57,160.78
101 City Street Fund	10,812.87
301 Park Bond Capital Fund	230,358.18
415 Storm Drain	1,782.23
425 Water Fund (department)	3,133.48
430 Sewer Fund (department)	2,669.12
501 Equipment Rental Fund	4,167.62
655 Agency Fund/Bdg Permit	313.16

This report has been reviewed by:

REMARKS:

Signature & Title

Date



SPECIAL OCCASION LIQUOR LICENSE

Applicant Information

Licensee Name: Rebuilding Together South Sound
Establishment Name: Fircrest Golf Club
Address: 1500 Regents Blvd
Date: 02/24/2024, 5:00 P.M. to 10:00 P.M.
Request Received: 12/28/2023

Department Comments

Finance

No concerns.

Planning and Building

No concerns.

Police

No concerns.

Colleen Corcoran

Director Signature

01/02/24

Date

Mark Newman

Director Signature

12/29/23

Date

Ronald Schaub

Director Signature

01/03/24

Date

WASHINGTON STATE LIQUOR AND CANNABIS BOARD - LICENSE SERVICES
 1025 UNION AVE SE - P O Box 43075
 Olympia WA 98504-3075
specialoccasions@lcb.wa.gov Fax: 360-753-2710

TO: MAYOR OF FIRCREST

DECEMBER 28, 2023

SPECIAL OCCASION #: 094443

REBUILDING TOGETHER SOUTH SOUND
 4019 S ORCHARD ST
 TACOMA, WA 98466

DATE: FEBRUARY 24, 2024

TIME: 5 PM TO 10 PM

PLACE: FIRCREST GOLF CLUB - 1500 REGENT BLVD, FIRCREST

CONTACT: KIM TAYLOR (DOB: 7.7.1964) 253-238-0977

SPECIAL OCCASION LICENSES

- * __ Licenses to sell beer on a specified date for consumption at a specific place.
- * __ License to sell wine on a specific date for consumption at a specific place.
- * __ Beer/Wine/Spirits in unopened bottle or package in limited quantity for **off** premise consumption.
- * __ Spirituous liquor by the individual glass for consumption at a specific place.

If return of this notice is not received in this office within 20 days from the above date, we will assume you have no objections to the issuance of the license. If additional time is required please advise.

- | | | |
|--|-----------|----------|
| 1. Do you approve of applicant? | YES _____ | NO _____ |
| 2. Do you approve of location? | YES _____ | NO _____ |
| 3. If you disapprove and the Board contemplates issuing a license, do you want a hearing before final action is taken? | YES _____ | NO _____ |

<u>OPTIONAL CHECK LIST</u>	<u>EXPLANATION</u>	YES _____	NO _____
LAW ENFORCEMENT	_____	YES _____	NO _____
HEALTH & SANITATION	_____	YES _____	NO _____
FIRE, BUILDING, ZONING	_____	YES _____	NO _____
OTHER:	_____	YES _____	NO _____

If you have indicated disapproval of the applicant, location or both, please submit a statement of all facts upon which such objections are based.

DATE SIGNATURE OF MAYOR, CITY MANAGER, COUNTY COMMISSIONERS OR DESIGNEE

LIQUOR LICENSE APPLICATION REQUEST

Applicant Information

Licensee Name:	Fircrest Bottle Shop LLC
Establishment Name:	Fircrest Bottle Shop
Address:	618 Regents Blvd
License Number:	436443
Request Received:	01/03/24
Expiration Date:	01/23/24

Department Comments

Finance

No concerns.

Planning and Building

This is a permitted use in the Neighborhood Commercial zoning district for indoor sale only. Samples and wine tastings are permitted as an indoor use, subject to the regulations of the Washington State Liquor and Cannabis Board. I have no objection to the license approval.

Police

No concerns or issues.

Colleen Concoran

Director Signature

01/03/24

Date

Mark Newman

Director Signature

01/03/24

Date

Ronald Schaub

Director Signature

01/03/24

Date

NOTICE OF LIQUOR LICENSE APPLICATION

WASHINGTON STATE LIQUOR AND CANNABIS BOARD
 License Division - P.O. Box 43098
 Olympia, WA 98504-3098
 Customer Service: (360) 664-1600
 Fax: (360) 753-2710
 Website: <http://lcb.wa.gov>

TO: CITY MANAGER
 RE: NEW APPLICATION

RETURN TO: localauthority@sp.lcb.wa.gov
 DATE: 1/03/24

UBI: 605-368-786-001-0001

License: 436443 - 2I County: 27
 Tradename: FIRCREST BOTTLE SHOP

APPLICANTS:
 FIRCREST BOTTLE SHOP LLC

Address: 618 REGENTS BLVD
 FIRCREST WA 98466-7043

HAGGARD, JEN
 1977-11-12

Phone No.: 253-448-1022 JEN HAGGARD

Privileges Applied For:
 BEER/WINE SPECIALTY SHOP

As required by RCW 66.24.010(8), the Liquor and Cannabis Board is notifying you that the above has applied for a liquor license. You have 20 days from the date of this notice to give your input on this application. If we do not receive this notice back within 20 days, we will assume you have no objection to the issuance of the license. If you need additional time to respond, you must submit a written request for an extension of up to 20 days, with the reason(s) you need more time. If you **need information on SSN, contact our CHRI desk at (360) 664-1724.**

- | | YES | NO |
|---|--------------------------|--------------------------|
| 1. Do you approve of applicant? | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Do you approve of location? | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. If you disapprove and the Board contemplates issuing a license, do you wish to request an adjudicative hearing before final action is taken? | <input type="checkbox"/> | <input type="checkbox"/> |
| (See WAC 314-09-010 for information about this process) | | |
| 4. If you disapprove, per RCW 66.24.010(8) you MUST attach a letter to the Board detailing the reason(s) for the objection and a statement of all facts on which your objection(s) are based. | | |

 DATE

 SIGNATURE OF MAYOR,CITY MANAGER,COUNTY COMMISSIONERS OR DESIGNEE

CALL TO ORDER, PLEDGE OF ALLEGIANCE AND ROLL CALL

Mayor Brett L. Wittner called the study session to order at 6:00 P.M. and led the Pledge of Allegiance. Councilmembers David M. Viafore, Shannon Reynolds, Joe Barrentine, Nikki Bufford, and Jim Andrews were present. Councilmember Hunter T. George was absent and excused.

AGENDA MODIFICATIONS

There were none.

EXECUTIVE SESSION

At 6:03 P.M., Mayor Wittner reported that the Council would take a five-minute recess and convene into Executive Session, not to exceed sixty (60) minutes, to discuss potential litigation, pursuant to RCW 42.30.110(1)(i), and to review the performance of a public employee, pursuant to RCW 42.30.110 (g). Mayor Wittner noted that City Attorney Zeinemann and City Manager Masko were invited to the executive session.

ADJOURNMENT

Councilmember Bufford MOVED to adjourn the meeting at 6:41 P.M., seconded by Councilmember Viafore. The Motion Carried (6-0).

Brett L. Wittner, Mayor

Arlette Burkhardt, Acting City Clerk

CALL TO ORDER, PLEDGE OF ALLEGIANCE, AND ROLL CALL

Mayor Brett L. Wittner called the regular meeting to order at 4:00 P.M. and led the Pledge of Allegiance. Councilmembers David M. Viafore, Shannon Reynolds, Hunter T. George, and Nikki Bufford were present. Councilmember Joe Barrentine was absent and excused. Councilmember Jim Andrews was absent. Councilmember Hunter T. George and Shannon Reynolds attended the meeting virtually.

PRESIDING OFFICER’S REPORT

There was no report.

CITY MANAGER COMMENTS

There were no comments.

DEPARTMENT HEAD COMMENTS

- Community Development Director Newman commented on several departmental work items including the upcoming Planning Commission meeting, business licensing, customer service feedback survey, and the Comprehensive Plan update process.

COUNCILMEMBER COMMENTS

- Councilmember Viafore; no comment provided.
- Councilmember Reynolds; no comment provided.
- Councilmember Bufford; no comment provided.
- Councilmember George wished everyone a happy holiday.
- Mayor Wittner; no comment provided.

PUBLIC COMMENTS FOR ITEMS NOT ON THE AGENDA

Mayor Wittner invited public comment. There were no public comments.

COMMITTEE, COMMISSION, AND LIAISON REPORTS

A. Parks & Recreation

There was no report.

B. Pierce County Regional Council

Councilmember Reynolds reported on Pierce County Regional Council's December recess.

C. Public Safety, Courts

There was no report.

D. Streets, Facilities, & Equipment

There was no report.

E. Other Liaison Reports

There were none.

CONSENT CALENDAR

Mayor Wittner requested the Acting City Clerk read the Consent Calendar:

- A. Approval of Check No. 220580 through 220677 in the amount of \$135,357.63.
Approval of payroll electronic funds transfer in the amount of \$162,586.16.
- B. Approval of the Los Tapatios LLC Liquor License Renewal.
- C. Approval of the November 28, 2023, Regular meeting minutes.
Approval of the December 12, 2023, Regular meeting minutes.

Councilmember Bufford MOVED to approve the Consent Calendar as read; seconded by Councilmember Viafore.

The Motion Carried (5-0).

PUBLIC HEARING

There was no public hearing scheduled.

UNFINISHED BUSINESS

There was no unfinished business.

NEW BUSINESS

A. Resolution No. 1877: Honoring Councilmember Barrentine

City Manager Masko briefed the Council on the proposed resolution. Councilmember Bufford read the resolution into the record. **Councilmember Viafore MOVED to authorize the Mayor’s signature on Resolution No. 1877, honoring Councilmember Barrentine; seconded by Councilmember Bufford.** Mayor Wittner invited Councilmember comments. There was a brief discussion on Councilmember Barrentine’s impacts and involvement with the City of Fircrest. Mayor Wittner invited public comment; none were provided.

The Motion Carried (5-0).

Councilmember Andrews joined the meeting at 4:11 P.M.

B. Resolution No. 1878: AHBL Amendment No. 1

City Manager Masko briefed the Council on the proposed resolution and highlighted that the amendment would extend the agreement term. **Councilmember Bufford MOVED to adopt Resolution No. 1878, authorizing the City Manager to execute an amendment to the Professional Services Agreement with AHBL, Inc. for the Whittier Park Master Plan Process; seconded by Councilmember Reynolds.** Mayor Wittner invited Councilmember comments. There was a brief discussion on additional costs. Mayor Wittner invited public comment; none were provided.

The Motion Carried (6-0).

C. Resolution No. 1879: DescoAV Amendment No. 2

Finance Director Corcoran briefed the Council on the proposed resolution and highlighted that the amendment extends the term. **Councilmember Bufford MOVED to adopt Resolution No. 1879, authorizing the City Manager to execute Amendment #2 to the Professional Services**

Agreement with DescoAV for the Council Chambers audio-visual system replacement; seconded by Councilmember Viafore. Mayor Wittner invited Councilmember comments; none were provided. Mayor Wittner invited public comment; none were provided.

The Motion Carried (6-0).

D. Resolution No. 1880: Andrews Technology Timesheet Project Agreement

Finance Director Corcoran briefed the Council on the proposed resolution and highlighted the electronic timesheet would increase payroll efficiency. **Councilmember Bufford MOVED to adopt Resolution No. 1880, authorizing the City Manager to execute an agreement with Andrews Technology HMS, Inc. to provide electronic timesheet services to the City of Fircrest; seconded by Councilmember Viafore.** Mayor Wittner invited Councilmember comments. There was a brief discussion on the annual fee. Mayor Wittner invited public comment; none were provided.

The Motion Carried (5-1), with Councilmember Andrews dissenting.

CALL FOR FINAL COMMENTS

There were no comments provided.

EXECUTIVE SESSION

At 4:17 P.M., Mayor Wittner reported that the Council would take a five-minute recess and convene into Executive Session, not to exceed sixty (60) minutes, to review the performance of a public employee, pursuant to RCW 42.30.110(g). Mayor Wittner noted that City Manager Masko was invited to the executive session.

ADJOURNMENT

Councilmember Bufford MOVED to adjourn the meeting at 4:44 P.M., seconded by Councilmember Viafore.

The Motion Carried (6-0).

Brett L. Wittner, Mayor

Arlette Burkhart, Acting City Clerk

FIRCREST CITY COUNCIL AGENDA SUMMARY

NEW BUSINESS: Claremont Street Grind and Overlay Project – Washington State Transportation Improvement Board (TIB) Grant Agreement (TIB Project Number 3-P-130(005)-1)

ITEM: 13A

DATE: January 9, 2024

FROM: Tyler Bemis, Public Works Director

RECOMMENDED MOTION: I move to adopt Resolution No. _____, authorizing the City Manager to execute a Fuel Tax Grant Agreement with the Washington State Transportation Improvement Board (TIB) in the amount of \$677,409.00 for the Claremont Street Grind and Overlay Project.

PROPOSAL: The Council is being asked to authorize the City Manager to execute the Fuel Tax Grant Agreement with the Washington State Transportation Improvement Board (TIB) for an Arterial Preservation Program (APP) grant for funding of the Claremont Street (67th Ave West to Alameda Avenue) Grind and Overlay Project. The grant will fund 84.47% of approved eligible project costs with a maximum grant of \$677,409. In addition to the grind and overlay, sidewalk curb ramps will also be updated to ADA standards.

The TIB confirmed that since this is an APP Project, it does not have to be identified on the City's Six-year Transportation Improvement Plan (TIP) to qualify for funding. This is also a qualifying project for Real Estate Excise Tax funding utilization. Acceptance of this grant requires the return of the signed Fuel Tax Grant Agreement and TIB Funding Status Forms (see attached).

FISCAL IMPACT: The City would be required to provide local match funds up to a maximum of \$124,543. Staff are requesting to utilize Real Estate Excise Taxes (REET) for the grant match. The Street Capital Fund for 2024 would require a budget amendment to reflect a transfer in of Real Estate Excise Tax (REET) Funds or other local funding sources to cover the local match requirement.

ADVANTAGE: A grind and overlay project of this nature is of great benefit to the City's infrastructure. This will also improve the City's overall pavement condition index (PCI) and upgrade curb ramps to ADA standards.

DISADVANTAGES: None

ALTERNATIVES: A second option would be to fund this project entirely with City funds. The total conceptual construction cost estimate including design and construction is \$801,952. If the City were to internally fund the grinding and overlay of just the traveled lanes without engineering or ADA upgrades it would cost upwards of \$200,000.

HISTORY: Claremont Street has been crack-sealed multiple times over the years and carries an average pavement rating (PCI) of 63. Additionally, a portion of this road was paved following a City of Tacoma water main project in 2013 and has since failed. Claremont Street was not identified on the City's most recent Six-year TIP, as it was identified as a qualifying project after the approval of the TIP. This segment of road is a higher traveled road within the City and is

classified as an Urban Major Collector. It is the last “collector” road in the City’s infrastructure that qualifies for TIB funding based on classification and PCI.

ATTACHMENTS: [Resolution](#)
[Fuel Tax Grant Agreement](#)
[Funding Status Form](#)
[Grant Award Letter](#)



City of Fircrest
3-P-130(005)-1
2024 Overlay
Multiple Locations

STATE OF WASHINGTON
TRANSPORTATION IMPROVEMENT BOARD
AND
City of Fircrest
AGREEMENT

THIS GRANT AGREEMENT (hereinafter “Agreement”) for the 2024 Overlay, Multiple Locations (hereinafter “Project”) is entered into by the WASHINGTON STATE TRANSPORTATION IMPROVEMENT BOARD (hereinafter “TIB”) and City of Fircrest, a political subdivision of the State of Washington (hereinafter “RECIPIENT”).

1.0 PURPOSE

For the project specified above, TIB shall pay 84.4700 percent of approved eligible project costs up to the amount of \$677,409, pursuant to terms contained in the RECIPIENT’S Grant Application, supporting documentation, chapter 47.26 RCW, title 479 WAC, and the terms and conditions listed below.

2.0 SCOPE AND BUDGET

The Project Scope and Budget are initially described in RECIPIENT’S Grant Application and incorporated by reference into this Agreement. Scope and Budget will be further developed and refined, but not substantially altered during the Design, Bid Authorization and Construction Phases. Any material alterations to the original Project Scope or Budget as initially described in the Grant Application must be authorized by TIB in advance by written amendment.

3.0 PROJECT DOCUMENTATION

TIB requires RECIPIENT to make reasonable progress and submit timely Project documentation as applicable throughout the Project. Upon RECIPIENT’S submission of each Project document to TIB, the terms contained in the document will be incorporated by reference into the Agreement. Required documents include, but are not limited to the following:

- a) Project Funding Status Form
- b) Bid Authorization Form with plans and engineers estimate
- c) Award Updated Cost Estimate
- d) Bid Tabulations
- e) Contract Completion Updated Cost Estimate with final summary of quantities
- f) Project Accounting History

4.0 BILLING AND PAYMENT

The local agency shall submit progress billings as project costs are incurred to enable TIB to maintain accurate budgeting and fund management. Payment requests may be submitted as



often as the RECIPIENT deems necessary, but shall be submitted at least quarterly if billable amounts are greater than \$50,000. If progress billings are not submitted, large payments may be delayed or scheduled in a payment plan.

5.0 TERM OF AGREEMENT

This Agreement shall be effective upon execution by TIB and shall continue through closeout of the grant or until terminated as provided herein, but shall not exceed 10 years unless amended by the Parties.

6.0 AMENDMENTS

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

7.0 ASSIGNMENT

The RECIPIENT shall not assign or transfer its rights, benefits, or obligations under this Agreement without the prior written consent of TIB. The RECIPIENT is deemed to consent to assignment of this Agreement by TIB to a successor entity. Such consent shall not constitute a waiver of the RECIPIENT's other rights under this Agreement.

8.0 GOVERNANCE & VENUE

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

9.0 DEFAULT AND TERMINATION

9.1 NON-COMPLIANCE

- a) In the event TIB determines, in its sole discretion, the RECIPIENT has failed to comply with the terms and conditions of this Agreement, TIB shall notify the RECIPIENT, in writing, of the non-compliance.
- b) In response to the notice, RECIPIENT shall provide a written response within 10 business days of receipt of TIB's notice of non-compliance, which should include either a detailed plan to correct the non-compliance, a request to amend the Project, or a denial accompanied by supporting details.
- c) TIB will provide 30 days for RECIPIENT to make reasonable progress toward compliance pursuant to its plan to correct or implement its amendment to the Project.
- d) Should RECIPIENT dispute non-compliance, TIB will investigate the dispute and may withhold further payments or prohibit the RECIPIENT from incurring additional reimbursable costs during the investigation.

9.2 DEFAULT

RECIPIENT may be considered in default if TIB determines, in its sole discretion, that:



- a) RECIPIENT is not making reasonable progress toward correction and compliance.
- b) TIB denies the RECIPIENT's request to amend the Project.
- c) After investigation TIB confirms RECIPIENT'S non-compliance.

TIB reserves the right to order RECIPIENT to immediately stop work on the Project and TIB may stop Project payments until the requested corrections have been made or the Agreement has been terminated.

9.3 TERMINATION

- a) In the event of default by the RECIPIENT as determined pursuant to Section 9.2, TIB shall serve RECIPIENT with a written notice of termination of this Agreement, which shall be served in person, by email or by certified letter. Upon service of notice of termination, the RECIPIENT shall immediately stop work and/or take such action as may be directed by TIB.
- b) In the event of default and/or termination by either PARTY, the RECIPIENT may be liable for damages as authorized by law including, but not limited to, repayment of grant funds.
- c) The rights and remedies of TIB provided in the AGREEMENT are not exclusive and are in addition to any other rights and remedies provided by law.

9.4 TERMINATION FOR NECESSITY

TIB may, with ten (10) days written notice, terminate this Agreement, in whole or in part, because funds are no longer available for the purpose of meeting TIB's obligations. If this Agreement is so terminated, TIB shall be liable only for payment required under this Agreement for performance rendered or costs incurred prior to the effective date of termination.

10.0 USE OF TIB GRANT FUNDS

TIB grant funds come from Motor Vehicle Fuel Tax revenue. Any use of these funds for anything other than highway or roadway system improvements is prohibited and shall subject the RECIPIENT to the terms, conditions and remedies set forth in Section 9. If Right of Way is purchased using TIB funds, and some or all of the Right of Way is subsequently sold, proceeds from the sale must be deposited into the RECIPIENT's motor vehicle fund and used for a motor vehicle purpose.

11.0 INCREASE OR DECREASE IN TIB GRANT FUNDS

At Bid Award and Contract Completion, RECIPIENT may request an increase in the maximum payable TIB funds for the specific project. Requests must be made in writing and will be considered by TIB and awarded at the sole discretion of TIB. All increase requests must be made pursuant to WAC 479-05-202 and/or WAC 479-01-060. If an increase is denied, the recipient shall be liable for all costs incurred in excess of the maximum amount payable by TIB. In the event that final costs related to the specific project are less than the initial grant award, TIB funds will be decreased and/or refunded to TIB in a manner that maintains the intended ratio between TIB funds and total project costs, as described in Section 1.0 of this Agreement.



12.0 INDEPENDENT CAPACITY

The RECIPIENT shall be deemed an independent contractor for all purposes and the employees of the RECIPIENT or any of its contractors, subcontractors, and employees thereof shall not in any manner be deemed employees of TIB.

13.0 INDEMNIFICATION AND HOLD HARMLESS

The PARTIES agree to the following:

Each of the PARTIES, shall protect, defend, indemnify, and save harmless the other PARTY, its officers, officials, employees, and agents, while acting within the scope of their employment as such, from any and all costs, claims, judgment, and/or awards of damages, arising out of, or in any way resulting from, that PARTY's own negligent acts or omissions which may arise in connection with its performance under this Agreement. No PARTY will be required to indemnify, defend, or save harmless the other PARTY if the claim, suit, or action for injuries, death, or damages is caused by the sole negligence of the other PARTY. Where such claims, suits, or actions result from the concurrent negligence of the PARTIES, the indemnity provisions provided herein shall be valid and enforceable only to the extent of a PARTY's own negligence. Each of the PARTIES agrees that its obligations under this subparagraph extend to any claim, demand and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, each of the PARTIES, by mutual negotiation, hereby waives, with respect to the other PARTY only, any immunity that would otherwise be available to it against such claims under the Industrial Insurance provision of Title 51 RCW. In any action to enforce the provisions of the Section, the prevailing PARTY shall be entitled to recover its reasonable attorney's fees and costs incurred from the other PARTY. The obligations of this Section shall survive termination of this Agreement.

14.0 DISPUTE RESOLUTION

- a) The PARTIES shall make good faith efforts to quickly and collaboratively resolve any dispute arising under or in connection with this AGREEMENT. The dispute resolution process outlined in this Section applies to disputes arising under or in connection with the terms of this AGREEMENT.
- b) Informal Resolution. The PARTIES shall use their best efforts to resolve disputes promptly and at the lowest organizational level.
- c) In the event that the PARTIES are unable to resolve the dispute, the PARTIES shall submit the matter to non-binding mediation facilitated by a mutually agreed upon mediator. The PARTIES shall share equally in the cost of the mediator.
- d) Each PARTY agrees to compromise to the fullest extent possible in resolving the dispute in order to avoid delays or additional incurred cost to the Project.
- e) The PARTIES agree that they shall have no right to seek relief in a court of law until and unless the Dispute Resolution process has been exhausted.



15.0 ENTIRE AGREEMENT

This Agreement, together with the RECIPIENT'S Grant Application, the provisions of chapter 47.26 Revised Code of Washington, the provisions of title 479 Washington Administrative Code, and TIB Policies, constitutes the entire agreement between the PARTIES and supersedes all previous written or oral agreements between the PARTIES.

16.0 RECORDS MAINTENANCE

The RECIPIENT shall maintain books, records, documents, data and other evidence relating to this Agreement and performance of the services described herein, including but not limited to accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement. RECIPIENT 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 Agreement shall be subject at all reasonable times to inspection, review or audit by TIB personnel duly authorized by TIB, 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.

Approved as to Form
Attorney General

By:

Signature on file

Guy Bowman
Assistant Attorney General

Lead Agency

Transportation Improvement Board

Chief Executive Officer Date

Print Name

Executive Director Date

Print Name



Project Funding Status Form

Agency Name: **FIRCREST**
Project Name: **2024 Overlay**
Multiple Locations

TIB Project Number: **3-P-130(005)-1**

Verify the information below and revise if necessary.

Email to: Your TIB Engineer

PROJECT SCHEDULE

Target Dates		
Construction Approval	Contract Bid Award	Contract Completion
1/9/2024	6/1/2024	12/31/2024

PROJECT FUNDING PARTNERS

List additional funding partners and amount.

Funding Partners	Amount	Revised Funding
FIRCREST	\$124,543	
WSDOT	0	
Federal Funds	0	
TOTAL LOCAL FUNDS	\$124,543	

Signatures are required from two different agency officials. Return the originally signed form to your TIB Engineer.

City Manager or Public Works Director

Signature

Dawn Masko
Printed or Typed Name

Date

City Manager
Title

Financial Officer

Signature

Colleen Corcoran
Printed or Typed Name

Date

Finance Director
Title



Washington State Transportation Improvement Board

TIB Members

Chair
Mayor Glenn Johnson
City of Pullman

Vice Chair
Councilmember Sam Low
Snohomish County

Amy Asher
Mason Transit Authority

Aaron Butters, PE
HW Lochner Inc.

Susan Carter
Hopelink

Kent Cash, PE
Port of Vancouver

Barbara Chamberlain
WSDOT

Elizabeth Chamberlain
City of Walla Walla

Dongho Chang, PE
WSDOT

Scott Chesney
Spokane County

Vicky Clarke
Cascade Bicycle Club/Washington Bikes

Mike Dahlem, PE
City of Sumner

Commissioner Al French
Spokane County

Councilmember Hilda González
City of Granger

Commissioner Scott Hutsell
Lincoln County

Les Reardanz
Whatcom Transportation Authority

Peter Rogalsky, PE
City of Richland

Mayor Kim Roscoe
City of Fife

Maria Thomas
Office of Financial Management

Jennifer Walker
Thurston County

Jane Wall
County Road Administration Board

December 1, 2023

Mr. Tyler Bemis
Public Works Director
City of Fircrest
115 Ramsdell Street
Fircrest, WA 98466-6912

Dear Mr. Bemis:

Congratulations! We are pleased to announce the selection of your project, 2024 Overlay, Multiple Locations, TIB project number 3-P-130(005)-1.

TIB is awarding 84.4700% of approved eligible project costs with a maximum grant of \$677,409.

Before any work is permitted on this project, you must complete and email the following items to your TIB engineer:

- Verify the information on the attached Project Funding Status Form and, revise if necessary. Sign and email a copy.
- Sign and email one copy of the Fuel Tax Grant Distribution Agreement.

You may only incur reimbursable expenses after you receive approval from TIB.

In accordance with RCW 47.26.084, you must certify full funding by December 2, 2024 or the grant may be terminated. Grants may also be rescinded due to unreasonable project delay as described in WAC 479-05-211.

If you have questions, please contact Greg Armstrong, TIB Project Engineer, at GregA@TIB.wa.gov.

Sincerely,

Ashley Probart
Executive Director

Enclosures

Ashley Probart
Executive Director

P.O. Box 40901
Olympia, WA 98504-0901
Phone: 360-586-1140
Fax: 360-586-1165
www.tib.wa.gov

FIRCREST CITY COUNCIL AGENDA SUMMARY

NEW BUSINESS: Regents West Overlay Project – Design Consultant Contract
ITEM: 13B
DATE: January 9, 2024
FROM: Tyler Bemis, Public Works Director

RECOMMENDED MOTION: I move to adopt Resolution No. _____, authorizing the City Manager to execute a Professional Services Agreement with TranTech Engineering LLC, for engineering services related to the Regents West Overlay Project.

PROPOSAL: The Council is being asked to authorize the City Manager to execute a professional services agreement with TranTech Engineering LLC for engineering design services of the Regents West Overlay Project. This project will grind and overlay the asphalt on Regents Blvd between 67th Ave West and Alameda Ave, along with the installation of bike lanes and ADA curb ramp upgrades. This project has been identified as a priority in the City’s Six-year Transportation Improvement Plan.

FISCAL IMPACT: Following the competitive Request for Qualifications process and consultant selection, TranTech Engineering LLC provided a Scope of Work and Fee total of \$218,319.28, including a management reserve fund of \$19,847.21. The City was awarded a WSDOT Surface Transportation Block Grant (STBG-UL) for the design portion of this project, consisting of \$70,260 of Federal PE funds and a Local Match requirement of \$10,965. The grant process was facilitated by the Puget Sound Regional Council (PSRC).

The Local Match funds of \$10,965 will come from the Street Capital Fund. Staff are requesting to utilize Real Estate Excise Taxes (REET) for the remaining \$137,094.29. Both the Local Match and REET funds will need to be appropriated in an upcoming 2024 budget amendment.

The objective is to complete the design phase of the project to have it “shovel ready” for potential obligation of construction funds or to apply for other grants, as we also anticipate a potential construction funding shortfall.

ADVANTAGE: The western segment of Regents Blvd, along with Claremont Street, are the last remaining segments of main arterials in need of asphalt repair. In addition to new asphalt, this project includes ADA upgrades and identified bike lanes which will be a modern-day first for the City. Utilization of grant funds is an integral piece to sustaining the City’s infrastructure.

DISADVANTAGES: Increased utilization of REET funds.

ALTERNATIVES: To not move forward with utilizing grant funding for the design of this project and identify internal local funds for the design and potentially the construction of this project. If the City were to hire a contractor to grind and overlay the traveled lanes only (not to include engineering, paving of the center lane, or ADA upgrades), it would cost upwards of \$375,000.

HISTORY: The numbers compiled for the grant application of this project were prepared in March 2020, preceding record inflation. Design funding from WSDOT for this project was obligated in June 2023. Total project costs at the time of the grant application were estimated at \$839,325. As reflected in the professional services agreement with TranTech, the design portion of the contract exceeded the original design estimate of \$81,225. Staff anticipates that the original construction estimate from 2020 will also be low when that contract is put out for bid.

The City of Fircrest is a non-CA (Certification Acceptance) agency and is required to utilize WSDOT as the City's (CA). WSDOT has taken part in all aspects of this project, including consultant interviews and selection. The City and WSDOT interviewed four firms (KPG Psomas, SCJ Alliance, AHBL, and TranTech) for this project and selected TranTech to negotiate an agreement with.

Numerous meetings and collaborations have taken place over the past six months to identify roles, responsibilities, and funding shortfall action plans.

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

1 **CITY OF FIRCREST**
2 **RESOLUTION NO. ____**

3 **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF**
4 **FIRCREST, WASHINGTON, AUTHORIZING THE CITY**
5 **MANAGER TO EXECUTE A PROFESSIONAL SERVICES**
6 **AGREEMENT WITH TRANTECH ENGINEERING LLC, FOR**
7 **FINAL DESIGN AND BID CALL SERVICES FOR THE REGENTS**
8 **WEST OVERLAY PROJECT.**

9 **WHEREAS**, the City of Fircrest identified the Regents West Overlay Project as a priority
10 project in the City’s Six Year Transportation Improvement Plan; and

11 **WHEREAS**, the City of Fircrest was awarded a Surface Transportation Block Grant for
12 project design from the Washington State Department of Transportation in the amount of
13 \$70,260 with a local match of \$10,965; and

14 **WHEREAS**, the City of Fircrest has identified this project in the Six-year Transportation
15 Improvement Plan and is committed to cover the remaining design costs with local Real
16 Estate Excise Tax funds (REET); and

17 **WHEREAS**, the City of Fircrest desires to contract with TranTech Engineering LLC, to
18 prepare the design and bid documents for the overlay project.

19 **NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY**
20 **OF FIRCREST:**

21 **Section 1.** The City Manager is hereby authorized and directed to execute a professional
22 services agreement with TranTech Engineering LLC, to prepare the final design and perform
23 bid call and construction management services for the Regents West Overlay Project.

24 **APPROVED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF**
25 **FIRCREST, WASHINGTON**, at a regular meeting thereof this 9th day of January 2024.

26 **APPROVED:**

27 _____
28 Mayor

29 **ATTEST:**

30 _____
31 Arlette Burkhardt, Acting City Clerk

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APPROVED AS TO FORM:

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Robert Zeinemann, City Attorney

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Local Agency A&E Professional Services Cost Plus Fixed Fee Consultant Agreement

Agreement Number:

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

Index of Exhibits

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

Agreement Number:

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

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

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

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

I. General Description of Work

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

II. General Scope of Work

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

III. General Requirements

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

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

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

Agreement Number:

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

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

The CONSULTANT, on a monthly basis, shall enter the amounts paid to all firms (including Prime) involved with this AGREEMENT into the wsdot.diversitycompliance.com program. Payment information shall identify any DBE Participation.

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

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

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

If to AGENCY:

Name:
Agency:
Address:
City: State: Zip:
Email:
Phone:
Facsimile:

If to CONSULTANT:

Name:
Agency:
Address:
City: State: Zip:
Email:
Phone:
Facsimile:

IV. Time for Beginning and Completion

The CONSULTANT shall not begin any work under the terms of this AGREEMENT until authorized in writing by the AGENCY. All work under this AGREEMENT shall be completed by the date shown in the heading of this AGREEMENT titled "Completion Date."

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

Agreement Number:

V. Payment Provisions

The CONSULTANT shall be paid by the AGENCY for completed SERVICES rendered under this AGREEMENT as provided hereinafter. Such payment shall be full compensation for SERVICES performed or SERVICES rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete SERVICES, specified in Section II, "Scope of Work". The CONSULTANT shall conform to all applicable portions of 48 CFR Part 31 (www.ecfr.gov). The estimate in support of the Cost Plus Fixed Fee amount is attached hereto as Exhibits "D" and "E" and by this reference made part of this AGREEMENT.

- A. Actual Costs: Payment for all consulting services for this PROJECT shall be on the basis of the CONSULTANT'S actual cost plus a fixed fee. The actual cost shall include direct salary cost, indirect cost rate, and direct non-salary costs.
1. Direct (RAW) Labor Costs: The Direct (RAW) Labor Cost is the direct salary paid to principals, professional, technical, and clerical personnel for the time they are productively engaged in work necessary to fulfill the terms of this AGREEMENT. The CONSULTANT shall maintain support data to verify the direct salary costs billed to the AGENCY.
 2. Indirect Cost Rate (ICR) Costs: ICR Costs are those costs, other than direct costs, which are included as such on the books of the CONSULTANT in the normal everyday keeping of its books. Progress payments shall be made at the ICR rates shown in attached Exhibits "D" and "E" of this AGREEMENT. Total ICR payment shall be based on Actual Costs. The AGENCY agrees to reimburse the CONSULTANT the actual ICR costs verified by audit, up to the Maximum Total Amount Payable, authorized under this AGREEMENT, when accumulated with all other Actual Costs.
A summary of the CONSULTANT'S cost estimate and the ICR percentage is shown in Exhibits "D" and "E", attached hereto and by this reference made part of this AGREEMENT. The CONSULTANT (prime and all A&E sub-consultants) will submit to the AGENCY within six (6) months after the end of each firm's fiscal year, an ICR schedule in the format required by the AGENCY (cost category, dollar expenditures, etc.) for the purpose of adjusting the ICR rate for billings received and paid during the fiscal year represented by the ICR schedule. It shall also be used for the computation of progress payments during the following year and for retroactively adjusting the previous year's ICR cost to reflect the actual rate. The ICR schedule will be sent to Email: ConsultantRates@wsdot.wa.gov.
Failure to supply this information by either the prime CONSULTANT or any of their A&E sub-consultants shall cause the AGENCY to withhold payment of the billed ICR costs until such time as the required information is received and an overhead rate for billing purposes is approved.
The AGENCY's Project Manager and/or the Federal Government may perform an audit of the CONSULTANT'S books and records at any time during regular business hours to determine the actual ICR rate, if they so desire.
 3. Direct Non-Salary Costs: Direct Non-Salary Costs will be reimbursed at the Actual Cost to the CONSULTANT. (excluding Meals, which are reimbursed at the per diem rates identified in this section) These charges may include, but are not limited to, the following items: travel, printing, long distance telephone, supplies, computer charges and fees of sub-consultants. Air or train travel will be reimbursed only to economy class levels unless otherwise approved by the AGENCY. The CONSULTANT shall comply with the rules and regulations regarding travel costs (excluding air, train, and rental car costs) in accordance with WSDOT's Accounting Manual M 13-82, Chapter 10 – Travel Rules and Procedures, and revisions thereto. Air, train, and rental car costs shall be reimbursed in accordance with 48 Code of Federal Regulations (CFR) Part 31.205-46 "Travel Costs." The billing for Direct Non-Salary Costs shall include an itemized listing of the charges directly identifiable with the PROJECT. The CONSULTANT shall maintain the original supporting documents in their office. Copies of the original supporting documents shall be supplied to the AGENCY upon request. All above charges must be necessary for the services provided under this AGREEMENT.

Agreement Number:

4. Fixed Fee: The Fixed Fee, which represents the CONSULTANT'S profit, is shown in attached Exhibits "D" and "E" of this AGREEMENT. This fee is based on the Scope of Work defined in this AGREEMENT and the estimated person-hours required to perform the stated Scope of Work. In the event the CONSULTANT enters into a supplemental AGREEMENT for additional work, the supplemental AGREEMENT may include provisions for the added costs and an appropriate additional fee. The Fixed Fee will be prorated and paid monthly in proportion to the percentage of work completed by the CONSULTANT and reported in the Monthly Progress Reports accompanying the billings. Any portion of the Fixed Fee earned but not previously paid in the progress payments will be covered in the final payment, subject to the provisions of Section IX entitled "Termination of Agreement."
 5. Management Reserve Fund (MRF): The AGENCY may desire to establish MRF to provide the Agreement Administrator with the flexibility to authorize additional funds to the AGREEMENT for allowable unforeseen costs, or reimbursing the CONSULTANT for additional work beyond that already defined in this AGREEMENT. Such authorization(s) shall be in writing and shall not exceed the lesser of \$100,000 or 10% of the Total Amount Authorized as shown in the heading of this AGREEMENT. The amount included for the MRF is shown in the heading of this AGREEMENT. This fund may not be replenished. Any changes requiring additional costs in excess of the MRF shall be made in accordance with Section XIII, "Extra Work."
 6. Maximum Total Amount Payable: The Maximum Total Amount Payable by the AGENCY to the CONSULTANT under this AGREEMENT shall not exceed the amount shown in the heading of this AGREEMENT. The Maximum Total Amount Payable is comprised of the Total Amount Authorized, and the MRF. The Maximum Total Amount Payable does not include payment for Extra Work as stipulated in Section XIII, "Extra Work." No minimum amount payable is guaranteed under this AGREEMENT.
- B. Monthly Progress Payments: The CONSULTANT may submit billings to the AGENCY for reimbursement of Actual Costs plus the ICR and calculated fee on a monthly basis during the progress of the work. Such billings shall be in a format approved by the AGENCY and accompanied by the monthly progress reports required under Section III, "General Requirements" of this AGREEMENT. The billings will be supported by an itemized listing for each item including Direct (RAW) Labor, Direct Non-Salary, and allowable ICR Costs to which will be added the prorated Fixed Fee. To provide a means of verifying the billed Direct (RAW) Labor costs for CONSULTANT employees, the AGENCY may conduct employee interviews. These interviews may consist of recording the names, titles, Direct (RAW) Labor rates, and present duties of those employees performing work on the PROJECT at the time of the interview.
- C. Final Payment: Final Payment of any balance due the CONSULTANT of the gross amount earned will be made promptly upon its verification by the AGENCY after the completion of the work under this AGREEMENT, contingent, if applicable, upon receipt of all PS&E, plans, maps, notes, reports, electronic data and other related documents which are required to be furnished under this AGREEMENT. Acceptance of such Final Payment by the CONSULTANT shall constitute a release of all claims for payment, which the CONSULTANT may have against the AGENCY unless such claims are specifically reserved in writing and transmitted to the AGENCY by the CONSULTANT prior to its acceptance. Said Final Payment shall not, however, be a bar to any claims that the AGENCY may have against the CONSULTANT or to any remedies the AGENCY may pursue with respect to such claims.

The payment of any billing will not constitute agreement as to the appropriateness of any item and at the time of final audit; all required adjustments will be made and reflected in a final payment. In the event that such final audit reveals an overpayment to the CONSULTANT, the CONSULTANT will refund such overpayment to the AGENCY within thirty (30) calendar days of notice of the overpayment. Such refund shall not constitute a waiver by the CONSULTANT for any claims relating to the validity of a finding by the AGENCY of overpayment. The CONSULTANT has twenty (20) working days after receipt of the final POST AUDIT to begin the appeal process to the AGENCY for audit findings.

Agreement Number:

D. Inspection of Cost Records: The CONSULTANT and their sub-consultants shall keep available for inspection by representatives of the AGENCY and the United States, for a period of six (6) years after receipt of final payment, the cost records and accounts pertaining to this AGREEMENT and all items related to or bearing upon these records with the following exception: if any litigation, claim or audit arising out of, in connection with, or related to this AGREEMENT is initiated before the expiration of the six (6) year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records is completed.

An interim or post audit may be performed on this AGREEMENT. The audit, if any, will be performed by the State Auditor, WSDOT's Internal Audit Office and/or at the request of the AGENCY's Project Manager.

VI. Sub-Contracting

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

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

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

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

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

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

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

VII. Employment and Organizational Conflict of Interest

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

Any and all employees of the CONSULTANT or other persons while engaged in the performance of any work or services required of the CONSULTANT under this AGREEMENT, shall be considered employees of the CONSULTANT only and not of the AGENCY, and any and all claims that may arise under any Workmen's

Agreement Number:

Compensation Act on behalf of said employees or other persons while so engaged, and any and all claims made by a third party as a consequence of any act or omission on the part of the CONSULTANT's employees or other persons while so engaged on any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of the CONSULTANT.

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

VIII. Nondiscrimination

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

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

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

IX. Termination of Agreement

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

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

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

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

In the event of a termination for default, the amount to be paid to the CONSULTANT shall be determined by the AGENCY with consideration given to the actual costs incurred by the CONSULTANT in performing SERVICES to the date of termination, the amount of SERVICES originally required which was satisfactorily completed to

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date of termination, whether that SERVICE is in a form or a type which is usable to the AGENCY at the time of termination, the cost to the AGENCY of employing another firm to complete the SERVICES required and the time which may be required to do so, and other factors which affect the value to the AGENCY of the SERVICES performed at the time of termination. Under no circumstances shall payment made under this subsection exceed the amount, which would have been made using the formula set forth in paragraph two (2) of this section.

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

The CONSULTANT shall, within 15 days, notify the AGENCY in writing, in the event of the death of any member, partner, or officer of the CONSULTANT or the death or change of any of the CONSULTANT's supervisory and/or other key personnel assigned to the project or disaffiliation of any principally involved CONSULTANT employee. The CONSULTANT shall also notify the AGENCY, in writing, in the event of the sale or transfer of 50% or more of the beneficial ownership of the CONSULTANT within 15 days of such sale or transfer occurring. The CONSULTANT shall continue to be obligated to complete the SERVICES under the terms of this AGREEMENT unless the AGENCY chooses to terminate this AGREEMENT for convenience or chooses to renegotiate any term(s) of this AGREEMENT. If termination for convenience occurs, final payment will be made to the CONSULTANT as set forth in the second and third paragraphs of this section.

Payment for any part of the SERVICES by the AGENCY shall not constitute a waiver by the AGENCY of any remedies of any type it may have against the CONSULTANT for any breach of this AGREEMENT by the CONSULTANT, or for failure of the CONSULTANT to perform SERVICES required of it by the AGENCY. Forbearance of any rights under the AGREEMENT will not constitute waiver of entitlement to exercise those rights with respect to any future act or omission by the CONSULTANT.

X. Changes of Work

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

XI. Disputes

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

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XII. Legal Relations

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

The CONSULTANT shall defend, indemnify, and hold The State of Washington (STATE) and the AGENCY and their officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the negligence of, or the breach of any obligation under this AGREEMENT by, the CONSULTANT or the CONSULTANT's agents, employees, sub consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable; provided that nothing herein shall require a CONSULTANT to defend or indemnify the STATE and the AGENCY and their officers and employees against and hold harmless the STATE and the AGENCY and their officers and employees from claims, demands or suits based solely upon the negligence of, or breach of any obligation under this AGREEMENT by the STATE and the AGENCY, their agents, officers, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the STATE and/or the AGENCY may be legally liable; and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the CONSULTANT or the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT is legally liable, and (b) the STATE and/or AGENCY, their agents, officers, employees, sub-consultants, subcontractors and or vendors, of any tier, or any other persons for whom the STATE and or AGENCY may be legally liable, the defense and indemnity obligation shall be valid and enforceable only to the extent of the CONSULTANT's negligence or the negligence of the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable. This provision shall be included in any AGREEMENT between CONSULTANT and any sub-consultant, subcontractor and vendor, of any tier.

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

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

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

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

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

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

XIII. Extra Work

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

XIV. Endorsement of Plans

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

XV. Federal Review

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

XVI. Certification of the Consultant and the Agency

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

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XVII. Complete Agreement

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

XVIII. Execution and Acceptance

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

XIX. Protection of Confidential Information

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

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

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

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

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

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

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

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

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

XX. Records Maintenance

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

For purposes of this AGREEMENT, "documents" means every writing or record of every type and description, including electronically stored information ("ESI"), that is in the possession, control, or custody of the CONSULTANT, including, without limitation, any and all correspondences, contracts, AGREEMENT 's, appraisals, plans, designs, data, surveys, maps, spreadsheets, memoranda, stenographic or handwritten notes, reports, records, telegrams, schedules, diaries, notebooks, logbooks, invoices, accounting records, work sheets, charts, notes, drafts, scribbings, recordings, visual displays, photographs, minutes of meetings,

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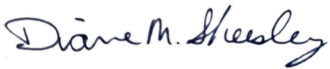
tabulations, computations, summaries, inventories, and writings regarding conferences, conversations or telephone conversations, and any and all other taped, recorded, written, printed or typed matters of any kind or description; every copy of the foregoing whether or not the original is in the possession, custody, or control of the CONSULTANT, and every copy of any of the foregoing, whether or not such copy is a copy identical to an original, or whether or not such copy contains any commentary or notation whatsoever that does not appear on the original.

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

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

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

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



Signature

Date

Signature

Date

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

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Exhibit A
Scope of Work

Project No.

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WORK ELEMENT 1 Project Management

This work element includes administration of the contract between CONSULTANT and AGENCY, preparation of monthly progress reports, and quality control, necessary for the PROJECT. The task includes all administrative services needed to coordinate with the sub-consultants and to complete the PROJECT on time and within budget.

The following are the categorized activities associated with this work element:

- Meetings and Meeting Minutes
 - Meetings with AGENCY to coordinate and share progress.
 - Meetings with internal team and sub-consultants when needed.
- Monthly Progress Reports and Invoicing
 - Progress reports will contain a narrative that identifies and describes significant activities performed in the previous month and the significant planned activities for the upcoming.
- Project schedule including updates.
- QA/QC at each submittal.
- Design Team Management and Administration
 - Schedule and coordinate with the design team.
 - Prepare sub-consultant agreements, coordinate, budget, and review the project progress and submittals.
 - Prepare, monitor, and update project schedule.
 - Monitor project budget.
 - Prepare monthly billings, progress reports, and updated monthly project schedule.
 - Maintain regular informal contact, telephone discussions, and electronic mail.

Electronic review of the files during CONSULTANT’s work on the project to ensure all Local Agency Guidance (LAG) requirements are met. An in-person file review of design documentation will be completed at the ad-ready stage.

Deliverables:

- Progress Reports
- Meeting Minutes
- Monthly Invoicing
- Project Schedule and Updates
- Project Development Checklist

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WORK ELEMENT 2 Surveying and Mapping

This element will be completed by 1 Alliance Geomatics, LLC (1AG). 1 Alliance will provide surveying services.

The following are the categorized activities associated with this work element:

2.1 Project Management and Administration

- **Survey PM, Admin, QA/QC:** This task includes the survey project management, administrative duties, and quality control required for a project of this complexity and magnitude.

2.2 Topographic Survey and Mapping

- **Survey Control:** This task includes the establishment of survey control, or the recovery of existing City of Tacoma survey control, as required for the project. Typically, survey control will be set, found, or referenced utilizing Real Time Kinematic (RTK) GPS (GNSS) and the Washington State Reference Network (WSRN) in conformance with industry standards. This survey control is then typically propagated, as required, utilizing standard terrestrial total station measurements.
 - Geodetic Survey Control (Coordinates)
 - The horizontal coordinate system will be referenced to the City of Tacoma which is NAD83/91.
 - The vertical Datum will be referenced to the city of Tacoma which is NGVD29.
 - Cadastral Survey Control (Lines established and marked on the ground by suitable monuments, which are used as starting and closing points in surveys of the public domain of the United States.)
 - Units shall be in US Survey Feet.
- **Field Surveying and Mapping:** This task includes the field surveying and mapping required for this specific effort. 1 Alliance may use a 3D Laser Scanner supplemented with traditional Total Station and GPS technologies to collect the data for use in the creation of a basemap.

1 ALLIANCE will provide ground-based topographic surveys to generate basemaps at a 1"=20' scale and to prepare DTM-generated 1-foot contours. Field surveying includes mapping of roadway features, curbs, gutters, sidewalks, ADA ramps, channelization, water valves, storm drainage, sanitary sewer structures (centers of lids), and survey right-of-way monuments, pedestrian crossing push button poles, signals, and utility poles, risers, vaults, and bollards. The internal storm drainage and sanitary sewer pipe inverts will be measured.

1 ALLIANCE field staff will use appropriate signage, high-visibility clothing, and traffic control devices while performing field survey.

- **Underground Utility Locates:** 1 Alliance will employ a private utility location company to mark the underground utilities. The fee for this service is included in this proposal. Once painted the underground utilities will be surveyed and included in the Civil3D deliverable.

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- **Office Processing:** This task includes the office processing of the collected survey data, data extraction, field book note reductions, CADD drafting, and other duties required for the generation of the deliverable(s).

For 3D laser scanning efforts, sub-tasks include the registering of point clouds; evaluating the registrations; exporting the point cloud data to Civil3D; creating or picking of appropriate points in Civil3D; Linework and Layering, and standard CADD drafting of the deliverables, as required.

- **Right of Way Calculations:** 1 Alliance will research available public records and recover sufficient documentation in order to calculate the right-of-way. The purpose of these calculations is to ensure there is no infrastructure outside the existing right-of-way. Title reports will not be ordered for this effort. Any existing easements that would be disclosed in title reports will not be drafted or shown in the Civil3D deliverable.

Project Mapping Limits

The project mapping limits are defined as approximately 0.48 miles along Regents Boulevard West between 67th Avenue West and Alameda Avenue West, from right-of-way to right-of-way. Mapping at driveways will be extended 10 feet beyond the back of the sidewalk or the right-of-way, whichever is farthest from the roadway. See Exhibit A, Surveying Limits, attached to this proposal.

Assumptions:

- Health, Safety, and Security are a priority. 1 Alliance personnel will not proceed if the conditions are deemed unhealthy, unsafe, or not secure from harm of any type.
- 1 Alliance is not responsible for any delays due to conditions outside of 1 Alliance's control.
- If required, Rights-of-Entry will be organized, granted, and confirmed by AGENCY or Others.
- Permits will not be required for 1 Alliance's efforts.
- Tree driplines are not a part of these services.
- Property corners or right-of-way markers will not be set for this survey, nor will a record of the survey be filed with the Pierce County Auditor.
- Drafting will comply with 1 Alliance drafting guidelines unless otherwise specified prior to the commencement of fieldwork.

Deliverables:

- AutoCAD Civil 3D 2022 survey base map, electronic copy.
- AutoCAD Civil 3D 2022 terrain model, electronic copy.
- .XML terrain model.

Schedule:

- Field crews will be scheduled upon 1 Alliance receiving a fully executed agreement. Final deliverables will be provided 3-4 weeks after completion of fieldwork.

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Exhibit A – Survey Mapping Limits



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WORK ELEMENT 3 Geotechnical Investigations

This element, which will be performed by HWA Geosciences, Inc. (HWA), includes conducting a geotechnical engineering investigation and providing geotechnical engineering recommendations required for the project design.

This work element includes the following activities:

- Review readily available published literature and in-house files regarding soil and groundwater conditions in the project vicinity.
- Develop a traffic control plan for a geotechnical field investigation along the project alignment.
- Obtain a right-of-way permit from the City prior to performing a geotechnical investigation within the City right-of-way.
- Arrange for underground utility location (“Call before you dig”) prior to performing field activities.
- Coordinate traffic control services during the geotechnical field investigation.
- Perform a visual survey of the existing pavement to estimate the existing layer coefficient(s) in accordance with AASHTO 1993.
- Advance up to 6 exploratory boreholes along the project alignment in areas that exhibit pavement distress. Each borehole will be advanced to a depth of 5 ft. Soil samples will be collected at regular intervals and the pavement section thickness at each exploration location will be noted. If discreet pavement layers are observed, the thickness and bonding characteristics will also be noted. Each core hole will be patched with fast-setting concrete.
- Perform geotechnical laboratory tests on select soil samples. For cost estimating purposes, it is assumed that up to 6 moisture content determinations and up to 6-grain size analyses or Atterberg Limits determinations will be performed.
- Develop options for pavement repairs and overlays, including overlays of the existing pavement section, partial removal of the pavement section, and full pavement replacement, as applicable.
- Prepare a geotechnical report that provides a general discussion of site conditions based on HWA’s review, observations, and testing. The report will also summarize the results of the geotechnical field investigation, laboratory testing program, and analysis and provide pavement repair and restoration recommendations.

Assumptions:

- The proposed drilling and associated patching can be completed in one day.
- The field exploration program will be completed during daylight hours on normal business days (i.e., no weekend and/or night drilling will be required).
- It will be possible to strategically locate the boreholes such that work hour restrictions when working with the City’s right-of-way will be from 9 AM to 3 PM.
- The boreholes will be advanced such that the borehole that would be least disruptive to traffic flow would be advanced last in case it is not possible to

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complete the field exploration program by 3 PM. This approach will be coordinated with and approved by the City in advance of the field exploration program.

- The pavement section at the borehole locations will not need to be patched with hot-mix asphalt (the pavement section will be patched using fast-setting concrete).
- At the exploration locations, the existing asphalt concrete pavement is not underlain by Portland cement concrete pavement (i.e., concrete coring will not be required).
- Traffic loading information for use in pavement analyses will be provided by others.

Deliverables:

- An electronic (Adobe PDF) copy of the draft Geotechnical Report
- An electronic (Adobe PDF) copy of the final Geotechnical Report

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WORK ELEMENT 4a Traffic Engineering

This element will be performed by TranTech Engineering, LLC (CONSULTANT) to provide traffic design and coordination efforts with the AGENCY.

This work element includes the following activities:

- **Traffic Control Plans, Specifications and Estimate:** This element includes creating traffic control plans incorporating stakeholder feedback from community engagement. The traffic control plans will consider locations with single options for ingress and egress and those locations with two or more driveways or access points.
- **Traffic Signal Modifications:** This element includes the replacement of traffic signal detection loops where damaged by grinding or paving operations. It is anticipated this will only occur at the intersections of Regents Blvd W/67th Ave West and Regents Blvd W/Alameda Drive.

Assumptions:

- AGENCY will provide traffic signal as-builts for signals within the project limits.
- Only 3 submittals will be required and will follow the 50%, 90%, and 100% under section 4e.
- Haul route analysis will not be required.
- Traffic analysis will not be required.
- Temporary or improved permanent illumination will not be required.
- Temporary video detection will be included in the specifications for the contractor to set up and work with affected local agencies to meet their requirements.
- Signal timing will be determined by the AGENCY.
- Traffic signals within the project limits can be placed into all-red flash operation while being controlled by a uniformed police officer if needed.

Deliverables:

- Plans, Specifications, and Estimate per section 4e.

Agreement Number:

WORK ELEMENT 4b Environmental Permitting

This element will be performed by TranTech Engineering, LLC (CONSULTANT) to provide Environmental Permitting.

This work element includes completing a WSDOT Categorical Exclusion Form for submittal. This project requires an NEPA because it has federal funds but is exempt from SEPA as a preservation project occurring within the existing right-of-way. If Right-of-way is required, the AGENCY will complete SEPA or a supplement will be completed for additional permit requirements.

Assumptions:

- No Right-of-Way will be required for this project.
- The project will be Categorically Exempt and only a NEPA CE Form will be needed for environmental permitting, an environmental justice matrix may be needed, but a Biological Assessment or ESA consultation are not included in the scope and if either is needed a supplement will be required.

Deliverables:

- Environmental Kickoff Meeting with WSDOT LP and Permit Specialist online near the 50% submittal. If WSDOT waives this requirement for this overlay project the NEPA CE form will be submitted electronically to WSDOT LP.
- NEPA CE Form.

Agreement Number:

WORK ELEMENT 4c Community Outreach

This element will be performed by TranTech Engineering, LLC (CONSULTANT) to provide a written document for AGENCY use on the website, mailer, survey, interviews, open house, or for use in gathering community input or providing information about the project by working with the AGENCY.

This work element includes the following activities:

- Project information to be posted on the City’s website.
- Assistance with mailers or other outreach material for delivery to area residents and businesses. The material will include project goals, map, community benefits, schedule, and opportunities for the community to provide feedback and engage
- Online survey
- Stakeholder interviews with businesses and apartments along the corridor. In-person or an option for an online interview. Schedule and conduct up to 20 interviews
- AGENCY will schedule and lead a public meeting or project open house with the support of CONSULTANT

Assumptions:

- Translation and interpretation needs will be based on AGENCY PM guidance. Online engagement materials and paper materials will be translated to required languages by the AGENCY including payment for translation and interpretation services, coordinating with translators and interpreters, and alignment with AGENCY and grant/Environmental Justice requirements.
- If materials are mailed AGENCY will provide a mailing list and postage.
- Major items covered will include the addition of bike lanes, property access during construction, and day vs. night paving preferences.

Deliverables:

- Website content and up to 2 updates of content.
- Project fact sheet or other material for distribution.
- Online Survey with a summary of responses.
- Summary of interviews along with recommendations.
- Outreach materials for open house (this could be two – one for residents and one for businesses or one total).

WORK ELEMENT 4d Stormwater and Utility Coordination

This element will be performed by TranTech Engineering, LLC (CONSULTANT). It will include providing utility coordination and stormwater report or memo as needed, including a list of utility contacts made and a list of contacts for the Contractor to be added to the specifications, and a Draft and Final Stormwater Report, if required.

Agreement Number:

This work element includes the following activities:

- Providing utility coordination for lid adjustments and utility owners to be listed in the specifications with current contact information.
- Stormwater report as needed, or stormwater memo if a report is not required.

There are existing underground utilities that will require valve boxes, manholes, catch basin lids, etc. be adjusted to grade after final paving. Adjusting of utilities will be completed by the Contractor during construction or by the utility coordinated with the Contractor whichever the AGENCY franchise agreement allows for. The final determination by the AGENCY will be specified in the project's special provisions and the engineer's opinion of probable costs. Flow Control and Treatment are not anticipated for this maintenance overlay; however, a memo to file stating why a stormwater report is not needed will be provided, if there is enough new impervious/hard surface, required by upgrading non-compliant curb ramps to be compliant and/or driveway improvements, to warrant a stormwater report one will be provided.

If a stormwater report is required, it will:

- Include the project limits.
- List the minimum requirements as required by WSDOE, "2012 Stormwater Management Manual for Western Washington, as amended in December 2014" or the most current manual adopted by the city and explain why the project is exempt from the requirements.
- Explanation of Exemption from any additional stormwater requirements for this maintenance overlay.

The Draft Drainage Report or Memo will be submitted to the AGENCY, at the 90% submittal. The CONSULTANT will incorporate or address the AGENCY's comments and resubmit at 100% design stage for final AGENCY approval.

Assumptions:

- CONSULTANT will not provide any design of utilities and storm drainage design will not be required.
- Detention/Retention not required.
- Treatment not required.

Deliverables:

- Utility lids to be adjusted to grade will be shown on the plans and contact information for utilities within the project limits will be included in the special provisions.
- Electronic copy of the Draft and Final Drainage Memo (Adobe PDF or Word).

Agreement Number:

WORK ELEMENT 4e Roadway Design and PS&E

This element will be performed by TranTech Engineering, LLC (CONSULTANT). CONSULTANT shall prepare 50% plans, and estimates (P&E), 90% PS&E per the work elements, and a draft sheet list described in this scope. This 90% package will incorporate the needed elements to procure a DBE goal and to obligate construction funding when the AGENCY is ready to submit the documentation to WSDOT Local Programs. The 100%/Ad-Ready submittal will incorporate AGENCY and WSDOT comments for final approval for advertisement.

50% Plans, & Estimate (P&E) and 90% Pre-Final Plans, Specifications, & Estimate (PS&E)

CONSULTANT shall prepare 50% plans and engineer's opinion of construction cost estimate (P&E) 90% PS&E per the work elements and draft sheet list described in this scope. This package will incorporate the needed elements to procure a DBE goal and to obligate construction funding when the AGENCY is ready to submit the documentation to WSDOT Local Programs.

Assumptions:

- This is a no right-of-way project, if it is found during design that right-of-way is needed because existing infrastructure is outside the existing right-of-way or because additional right-of-way is necessary to meet ADA requirements or another project requirement then a supplement will be required.
- Front-end City of Fircrest documents and appendices (ex. Sample contract) will be provided by AGENCY.

Deliverables:

- One half-size (11x17) copy of the plans submitted electronically (Bluebeam or Adobe PDF).
- One copy of the specifications submitted electronically (MS Word) – at 90% only.
- One copy of the Engineer's Opinion of Construction Cost (MS Excel).

100% Plans, Specifications, & Estimate (PS&E) /Ad-Ready Submittal

CONSULTANT shall prepare an ad-ready PS&E package and provide this to the AGENCY for final WSDOT review and advertisement.

Assumptions:

- The CONSULTANT will provide specifications in PSE Word format to the AGENCY. The CONSULTANT will also provide FHWA documentation needed to accompany the specifications as well as appendices such as wage rates. The AGENCY will provide any agency-specific forms approved for FHWA-funded projects to be utilized in the specifications.
- Right-of-way acquisitions, easements, and/or legal descriptions will not be needed and if the right-of-way is required a supplement will be included for the additional work both in the design and right-of-way phase.

Agreement Number:

Deliverables:

- One full-size (22x34) stamped and signed copy of the Plans submitted electronically (Adobe PDF).
- One stamped and signed copy of the Specifications submitted electronically (Adobe PDF).
- One stamped and signed copy of the Engineer’s Opinion of Construction Costs (Adobe PDF).
- Calculations to back up the Engineer’s Opinion of Construction Costs, if requested, by the AGENCY (MS Excel).
- All design basemapping (Civil 3D 2023).

The following table represents the anticipated Ad-ready plan sheets for the PROJECT:

Sheet Name	PS&E Assumed Number of Sheets	PS&E Submittal Phase	
		50%	90% & Ad Ready**
Cover Sheet	1	X	X
Index Legend and Abbreviations	2		X
General Notes	1		X
Site Prep, TESC, and existing conditions*	8	X	X
Traffic Control Plans	12	X	X
Traffic Control Details	3	X	X
Overlay Plan	8	X	X
Driveway and Intersection Details and ADA design and details	6		X
Channelization and Signing	4		X

Agreement Number:

Exhibit B
DBE Participation

Agreement Number:

Preparation and Delivery of Electronic Engineering and Other Data

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

I. Surveying, Roadway Design & Plans Preparation Section

A. Survey Data

B. Roadway Design Files

C. Computer Aided Drafting Files

Agreement Number:

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

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

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

Agreement Number:

II. Any Other Electronic Files to Be Provided

III. Methods to Electronically Exchange Data

A. Agency Software Suite

B. Electronic Messaging System

C. File Transfers Format

Exhibit D
Prime Consultant Cost Computations

Agreement Number:

Exhibit D - Prime Consultant Cost Computations Summary



Project Name Regents Boulevard Grind and Overlay Project
Client City of Fircrest

TRANTECH TEAM BUDGET BREAKDOWN

Work Element 1 - Project Management	\$23,450.73
Work Element 2 - Surveying and Mapping	\$40,229.98
Work Element 3 - Geotechnical Investigations	\$28,572.02
Work Element 4 - Civil Engineering and Related Tasks	\$106,219.36

TOTAL PROJECT BUDGET **\$198,472.08**

MANAGEMENT RESERVE @ 10% OF PROJECT BUDGET **\$19,847.21**

TOTAL CONTRACT BUDGET **\$218,319.28**

Cost Estimate Worksheet - Cost Plus Fixed Fee



CLIENT	
PROJECT NAME	
City of Fircrest	
Regents Blvd Grind and Overlay	

CONSULTANT NAME	
TranTech Engineering, LLC	
O/H Rate	Fee %
136.26%	28.55%

Only key staff rates are shown and other staff may work on and charge to the project as needed by the project manager.

job title / role intitals/name direct hourly rate	Principal	Project Manager	Project Civil Engineer	Senior Civil Engineer	Resident Engineer	Office Engineer	Sr CAD Manager	Construction Inspector	ADMIN 3
	KN	DS	KV	ST/MM	MS	RM/SH	AP		TH
	\$ 89.00	\$ 70.00	\$ 50.00	\$ 64.00	\$ 94.50	\$ 53.92	\$ 58.00		\$ 48.00

Labor:

Work Elements:										Hours	Cost
1 Project Management										140	\$ 8,855.68
Project/Design Team Management and Administration	2	12	6	6		2			12	40	\$ 2,385.84
QA/QC					20					20	\$ 1,890.00
Schedule and Milestone updates		4				2				6	\$ 387.84
Monthly Progress Reports and Invoicing		12							18	30	\$ 1,704.00
Meetings and Meeting Minutes		12	8	6					18	44	\$ 2,488.00
										0	\$ -
Hours Subtotal =	2	40	14	12	20	4	0	0	48		
4 Civil Engineering and Related Tasks										682	\$ 40,062.56
4a - Traffic Engineering		8		80						88	\$ 5,680.00
4b - Environmental Permitting		8	8			48			4	68	\$ 3,740.16
4c - Community Outreach		40	4	38		4	8		10	104	\$ 6,591.68
4d - Stormwater and Utility Coordination		4	24	24		16			2	70	\$ 3,974.72
4e - Roadway Design and PS&E											
50% Plans and Estimate (P&E)		16	56	20			60		2	154	\$ 8,776.00
90% Plans, Specifications, and Estimate (PS&E)		24	48	20			32		4	128	\$ 7,408.00
100% Plans, Specifications, and Estimate (PS&E)/Ad-Ready		8	24	8			18		12	70	\$ 3,892.00
Hours Subtotal =	0	108	164	190	0	68	118	0	34		
Total Staff Hours	2	148	178	202	20	72	118	0	82	822	
Total Direct Salary Costs	\$ 178.00	\$ 10,360.00	\$ 8,900.00	\$ 12,928.00	\$ 1,890.00	\$ 3,882.24	\$ 6,844.00	\$ -	\$ 3,936.00		\$ 48,918.24

Miscellaneous Expenses (Other Direct Costs):

ODC DESCRIPTION	Reimbursable	
	Cost	Qty
1 FedEx / Courier	\$ -	
2 Phone	\$ -	
3 Fax	\$ -	
4 Postage	\$ -	
5 Graphic supplies	\$ -	
6 Photography	\$ -	
7 Travel expenses (\$0.655 / mile)	\$ 129.690	198 miles
8 Reproduction (\$6.50 / sheet)	\$ -	sheets

TOTAL OTHER DIRECT COSTS	\$ 129.69
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SUBCONSULTANTS	\$ 68,802.00
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TOTAL DIRECT LABOR	\$ 48,918.24
OH at 136.26%	\$ 66,655.99
FEE at 28.55%	\$ 13,966.16
SUBTOTAL LABOR	\$ 129,540.39
OTHER DIRECT COSTS	\$ 129.69

SUBTOTAL	\$ 129,670.08
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GRAND TOTAL	\$ 198,472.08
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**Washington State
Department of Transportation**

Development Division
Contract Services Office
PO Box 47408
Olympia, WA 98504-7408
7345 Linderson Way SW
Tumwater, WA 98501-6504

TTY: 1-800-833-6388
www.wsdot.wa.gov

July 7, 2023

Tran Tech Engineering, LLC
12011 NE 1st street, Suite 305
Bellevue, WA 98005

Subject: Acceptance FYE 2022 ICR – Risk Assessment Review

Dear Ryan Beatty:

Based on Washington State Department of Transportation's (WSDOT) Risk Assessment review of your Indirect Cost Rate (ICR), we have accepted your proposed FYE 2022 ICR of 136.26% of direct labor. This rate will be applicable for WSDOT Agreements and Local Agency Contracts in Washington only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

Costs billed to agreements/contracts will still be subject to audit of actual costs, based on the terms and conditions of the respective agreement/contract.

This was not a cognizant review. Any other entity contracting with your firm is responsible for determining the acceptability of the ICR.

If you have any questions, feel free to contact our office at **(360) 704-6397** or via email consultantrates@wsdot.wa.gov.

Regards;

Schatzie Harvey

[Schatzie Harvey \(Jul 7, 2023 12:47 PDT\)](#)

SCHATZIE HARVEY, CPA
Contract Services Manager

SH:HK

Exhibit E ***Sub-consultant Cost Computations***

If no sub-consultant participation at this time. The CONSULTANT shall not sub-contract for the performance of any work under this AGREEMENT without prior written permission of the AGENCY. Refer to section VI "Sub-Contracting" of this AGREEMENT.

Agreement Number:

Exhibit E - Subconsultant Cost Computations Summary

Cost Estimate Worksheet - Cost Plus Fixed Fee



CLIENT
PROJECT NAME
City of Fircrest
Regents Blvd Grind and Overlay

CONSULTANT NAME	
1 Alliance Geomatics	
O/H Rate	Fee %
120.14%	30.00%

Only key staff rates are shown and other staff may work on and charge to the project as needed by the project manager.

job title / role initials/name direct hourly rate	Principal Surveyor	Project Manager	QA/QC	PLS / Project Manager	CADD 5	Tech 5	Tech 3	Assist PM	Admin
	\$ 96.15	\$ 61.75	\$ 48.50	\$ 48.50	\$ 43.50	\$ 43.00	\$ 37.00	\$ 38.00	\$ 36.00

Labor:

Work Element: 2 Surveying and Mapping									Hours	Cost	
2.1 Project Management										18	\$ 1,001.80
Project Management and Administration	2	6	6					2	2	18	\$ 1,001.80
										0	\$ -
										0	\$ -
										0	\$ -
Hours Subtotal =	2	6	6	0	0	0	0	2	2	0	\$ -
2.2 Topographic Survey and Mapping										264	\$ 11,981.00
Survey Control		2		4		4	4			14	\$ 637.50
Field Surveying and Mapping			12			60	60			132	\$ 5,541.00
Office Processing		6	4	80						90	\$ 4,444.50
ROW Calculations			4	24						28	\$ 1,358.00
										0	\$ -
Hours Subtotal =	0	20	8	108	0	64	64	0	0	0	\$ -

Total Staff Hours	2	26	14	108	0	64	64	2	2	282	
Total Direct Salary Costs	\$ 192.30	\$ 1,605.50	\$ 679.00	\$ 5,238.00	\$ -	\$ 2,752.00	\$ 2,368.00	\$ 76.00	\$ 72.00		\$ 12,982.80

Miscellaneous Expenses (Other Direct Costs):

ODC DESCRIPTION	Reimbursable	
	Cost	Qty
1 FedEx / Courier	\$ -	
2 Phone	\$ -	
3 Fax	\$ -	
4 Postage	\$ -	
5 Private Utility Location Service	\$ 2,500.00	
6 Leica Scanner Rental	\$ 5,150.00	1
7 Travel expenses (\$0.655 / mile)	\$ 104.800	160 miles
8 Reproduction (\$6.50 / sheet)	\$ -	sheets
TOTAL OTHER DIRECT COSTS	\$ 7,754.80	

TOTAL DIRECT LABOR	\$ 12,982.80
OH at 120.14%	\$ 15,597.54
FEE at 30.00%	\$ 3,894.84
SUBTOTAL LABOR	\$ 32,475.18
OTHER DIRECT COSTS	\$ 7,754.80
GRAND TOTAL	\$ 40,229.98



August 14, 2023

Atlas Technical Consultants, LLC
13215 Bee Cave Parkway, Building B, Suite 230
Austin, TX 78738

Subject: Acceptance FYE 2022 ICR – CPA Report

Dear David Pernas:

We have accepted your firms FYE 2022 Indirect Cost Rate (ICR) based on the “Independent CPA Report,” prepared by Carr, Riggs & Ingram, LLC as follows:

- Home office 120.14% of direct labor (rate includes 0.26% Facilities Capital Cost of Money).
- Field Office 106.77% of direct labor (rate includes 0.17% Facilities Capital Cost of Money).


This rate will be applicable for WSDOT Agreements and Local Agency Contracts in Washington only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

Costs billed to agreements/contracts will still be subject to audit of actual costs, based on the terms and conditions of the respective agreement/contract.

This was not a cognizant review. Any other entity contracting with the firm is responsible for determining the acceptability of the ICR.

If you have any questions, feel free to contact our office at **(360) 704-6397** or via email consultanrates@wsdot.wa.gov.

Regards;


[Schatzie Harvey \(Aug 15, 2023 06:22 PDT\)](#)
SCHATZIE HARVEY, CPA
Contract Services Manager

SH:BJO

Exhibit E - Subconsultant Cost Computations Summary

Cost Estimate Worksheet - Cost Plus Fixed Fee

CLIENT
PROJECT NAME
City of Fircrest
Regents Blvd Grind and Overlay

SUBCONSULTANT NAME	
HWA Geoscience	
O/H Rate	Fee %
190.07%	28.35%

Only key staff rates are shown and other staff may work on and charge to the project as needed by the project manager.

job title / role	Principal	Associate	Senior Staff	CADD	PC				
intitals/name	SZW	SMG	SC	EZ	TH				
direct hourly rate	\$84.13	\$60.10	\$39.66	\$48.35	\$39.50				

Labor:

Work Element: 3									Hours	Cost
3.1 Project Management									20	\$ 1,490.36
Project Management and Administration	8	8						16	\$ 1,153.84	
Coordination and Meetings	4							4	\$ 336.52	
								0	\$ -	
								0	\$ -	
Hours Subtotal =	12	8	0	0	0	0	0	0	\$ -	
3.2 Geotechnical Engineering Services									99.5	\$ 4,692.87
Geotechnical Field Investigation and Analysis	8	16	60	7.5	8			99.5	\$ 4,692.87	
								0	\$ -	
								0	\$ -	
								0	\$ -	
Hours Subtotal =	8	16	60	7.5	8	0	0	0	\$ -	
								0	\$ -	
								0	\$ -	
								0	\$ -	
								0	\$ -	
Hours Subtotal =	0	0	0	0	0	0	0	0	\$ -	
								0	\$ -	
								0	\$ -	
								0	\$ -	
Hours Subtotal =	0	0	0	0	0	0	0	0	\$ -	
								0	\$ -	
								0	\$ -	
Hours Subtotal =	0	0	0	0	0	0	0	0	\$ -	
Total Staff Hours	20	24	60	7.5	8	0	0	0	120	
Total Direct Salary Costs	\$ 1,682.60	\$ 1,442.40	\$ 2,379.60	\$ 362.63	\$ 316.00	\$ -	\$ -	\$ -	\$ -	\$ 6,183.23

Miscellaneous Expenses (Other Direct Costs):

ODC DESCRIPTION	Cost	Qty
1 FedEx / Courier	\$ -	
2 Phone	\$ -	
3 Fax	\$ -	
4 Traffic Control Subcontractor	\$ 2,200.00	
5 Drilling Subcontractor	\$ 5,425.00	
6 Laboratory Testing	\$ 1,140.00	
7 Travel expenses (\$0.655 / mile)	\$ 118.390	180 miles
8 Reproduction (\$6.50 / sheet)	\$ -	sheets

TOTAL OTHER DIRECT COSTS \$ 8,883.39

TOTAL DIRECT LABOR	\$ 6,183.23
OH at 190.07%	\$ 11,752.46
FEE at 28.35%	\$ 1,752.94
SUBTOTAL LABOR	\$ 19,688.63
OTHER DIRECT COSTS	\$ 8,883.39

GRAND TOTAL \$ 28,572.02



August 29, 2023

HWA GeoSciences, Inc.
21312 30th Drive SE, Suite 110
Bothell, WA 98021

Subject: Acceptance FYE 2022 ICR – CPA Report

Dear Vasilii P. Babko:

We have accepted your firms FYE 2022 Indirect Cost Rate (ICR) of 190.07% of direct labor (rate includes 0.60% Facilities Capital Cost of Money) based on the “Independent CPA Report,” prepared by T-Max CPA. This rate will be applicable for WSDOT Agreements and Local Agency Contracts in Washington only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

Costs billed to agreements/contracts will still be subject to audit of actual costs, based on the terms and conditions of the respective agreement/contract.

This was not a cognizant review. Any other entity contracting with the firm is responsible for determining the acceptability of the ICR.

If you have any questions, feel free to contact our office at **(360) 704-6397** or via email consultantrates@wsdot.wa.gov.

Regards,


Schatzie Harvey
Schatzie Harvey (Aug 30, 2023 15:27 PDT)

SCHATZIE HARVEY, CPA
Contract Services Manager

SH:leg

Exhibit F - Title VI Assurances Appendix A & E

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, *(Title of Modal Operating Administration)*, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21. *[Include Modal Operating Administration specific program requirements.]*
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin. *[Include Modal Operating Administration specific program requirements.]*
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the *(Title of Modal Operating Administration)* to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the *(Title of Modal Operating Administration)*, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the *(Title of Modal Operating Administration)* may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the *(Title of Modal Operating Administration)* may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

Exhibit F - Title VI Assurances Appendix A & E

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

Exhibit G
Certification Documents

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

Agreement Number:

Exhibit G-1(a) Certification of Consultant

I hereby certify that I am the and duly authorized representative of the firm of

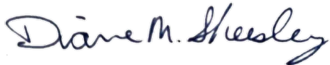
whose address is

and that neither the above firm nor I have:

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

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

Consultant (Firm Name)



Signature (Authorized Official of Consultant)

Date

Agreement Number:

Exhibit G-1(b) Certification of

I hereby certify that I am the:

Other

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

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

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

Signature

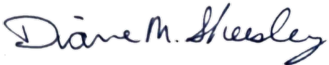
Date

Agreement Number:

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

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

Consultant (Firm Name)



Signature (Authorized Official of Consultant)

Date

Agreement Number:

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

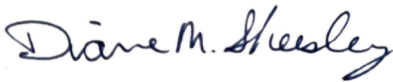
The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

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

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

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

Consultant (Firm Name)



Signature (Authorized Official of Consultant)

Date

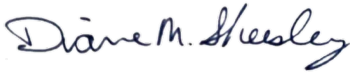
Agreement Number:

Exhibit G-4 Certificate of Current Cost or Pricing Data

This is to certify that, to the best of my knowledge and belief, the cost or pricing data (as defined in section 2.101 of the Federal Acquisition Regulation (FAR) and required under FAR subsection 15.403-4) submitted, either actually or by specific identification in writing, to the Contracting Officer or to the Contracting Officer's representative in support of _____ * are accurate, complete, and current as of _____ **.

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

Firm:



Signature

Title

Date of Execution***:

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

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

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

Agreement Number:

Exhibit H

Liability Insurance Increase

To Be Used Only If Insurance Requirements Are Increased

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

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

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

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

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

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

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

Notes: Cost of added insurance requirements: \$

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

Agreement Number:

Exhibit I

Alleged Consultant Design Error Procedures

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

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

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

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

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

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

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

Step 4 Attempt to Resolve Alleged Design Error with Consultant

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

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

Agreement Number:

Step 5 Forward Documents to Local Programs

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

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

Agreement Number:

Exhibit J

Consultant Claim Procedures

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

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

Step 1 Consultant Files a Claim with the Agency Project Manager

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

The consultant's claim must outline the following:

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

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

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

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

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

Agreement Number:

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

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

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

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

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

Step 5 Informing Consultant of Decision Regarding the Claim

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

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

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

Agreement Number:

FIRCREST CITY COUNCIL AGENDA SUMMARY

NEW BUSINESS: A Resolution of the Fircrest City Council Authorizing the City Manager to Execute a Grant Contract with the Washington State Department of Commerce for \$50,000 to Implement a Missing Middle Housing Ordinance and Development Regulations.

ITEM: 13C

DATE: January 9, 2024

FROM: Mark Newman, Community Development Director

RECOMMENDED MOTION: I move to adopt Resolution No. _____, authorizing the City Manager to execute a grant contract with the Washington State Department of Commerce for \$50,000 to implement a Missing Middle Housing Ordinance and Development Regulations by June 30, 2025.

PROPOSAL: Council is being asked to authorize the City Manager to accept a grant awarded by the WA State Department of Commerce and made available to all cities required to implement missing middle housing, per ([RCW 36.70A.030](#)(26)) by applicable statutory deadlines. Fircrest is required to plan for accessory dwelling units, duplexes, condominiums, townhomes, and cottages and will need to review its development standards found in FMC [Title 22](#), along with amending existing [adopted planning documents](#) with Council adopting these changes no later than June 30, 2025.

FISCAL IMPACT: There is no match requirement for this grant. The \$50,000 would be used to work with a consultant to help the City review its existing regulations and modify as needed to comply with the relevant Missing Middle Housing laws listed below.

- [HB 1110](#) – Missing Middle Housing (signed May 8, 2023)
- [HB 1042](#) – Internal ADUs (signed May 4, 2023)
- [HB 1337](#) – ADUs per Lot (signed May 8, 2023)
- [SB 5258](#) – Condominiumization (signed May 8, 2023)
- [SB 5290](#) – Streamlining local permit review processes (signed May 8, 2023)
- [SB 5058](#) – Condo Definition (signed May 4, 2023)

Such work includes adding more graphics, matrices, tables, and handouts to make the Code more reader-friendly to permit applicants. This work can be accomplished by hiring a consultant with subject matter expertise. The City will also rely on staff support and can also leverage its partnership with South Sound Housing Affordability Partners.

ADVANTAGE: Implementation is required by June 30, 2025, per state mandate. The state has provided grant money to help the City of Fircrest implement these laws.

DISADVANTAGES: None.

ALTERNATIVES: Do not accept the grant and provide alternative direction to City staff.

HISTORY: Two Growth Management Act legislative bills - [E2SHB 1110](#) (Missing Middle Housing) and [EHB 1337](#) (Accessory Dwelling Units) – require many local governments to revise their regulations to allow for a greater number of and increased types of housing in areas traditionally dedicated to single-family detached housing. Both bills took effect on July 23, 2023, but the City is not required to update its local regulations to comply until six months after the adoption of the periodic comprehensive plan update. Since the comprehensive plan update is required to be adopted by December 31, 2024, implementation of E2SHB 1110 and EHB 1337 is required by June 30, 2025.

E2SHB 1110 also requires the Department of Commerce to provide technical assistance to cities in implementing these requirements, develop model middle housing ordinances, and establish a process for cities to seek approval of alternative local actions. To that end, the Department of Commerce awarded nearly \$3 million in Middle Housing Grants to 54 cities across Washington. The City of Fircrest received \$50,000 to assist with the development of local policies and zoning codes to meet the state-mandated requirements.

ATTACHMENTS: [Resolution](#)
[Interagency Agreement](#) with Fircrest through Growth Management Services, Contract Number: 24-63326-117 For Middle Housing Grant



Interagency Agreement with

City of Fircrest

through

Growth Management Services

Contract Number:

24-63336-117

For

Middle Housing Grant

Dated:

Date of Execution

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Face Sheet

Contract Number: 24-63336-117

Local Government Division Growth Management Services Middle Housing Grants

1. Contractor City of Fircrest 115 Ramsdell Street Fircrest, WA-98466		2. Regional Planner Valerie Smith Valerie.Smith@commerce.wa.gov	
3. Contractor Representative Mark Newman Director 253-564-4129 mnewman@cityoffircrest.net		4. COMMERCE Representative Anne Aurelia Fritzel 1011 Plum Street SE Housing Planning Manager Olympia, WA 98504 360-259-5216 Anne.Fritzel@commerce.wa.gov	
5. Contract Amount \$50,000	6. Funding Source Federal: <input type="checkbox"/> State: <input checked="" type="checkbox"/> Other: <input type="checkbox"/> N/A: <input type="checkbox"/>	7. Start Date Date of Execution	8. End Date June 30, 2025
9. Federal Funds (as applicable) N/A		Federal Agency: N/A	
10. Tax ID # N/A		11. SWV # [REDACTED]	12. UBI # [REDACTED]
13. UEI # N/A			
14. Contract Purpose For activities that support the preparation and adoption of policies and/or codes and other measures specific to implement middle housing (RCW 36.70A.030(26)) by applicable statutory deadlines.			
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 incorporated by reference: Contractor Terms and Conditions including Attachment "A" – Scope of Work, and Attachment "B" – Budget.			
FOR CONTRACTOR _____ Dawn Masko, City Manager _____ Date		FOR COMMERCE _____ Mark K. Barkley, Assistant Director Local Government Division _____ Date APPROVED AS TO FORM ONLY BY ASSISTANT ATTORNEY GENERAL APPROVAL ON FILE	

Special Terms and Conditions

1. AUTHORITY

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

2. 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.

3. COMPENSATION

COMMERCE shall pay an amount not to exceed \$50,000 (fifty thousand dollars), 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.

4. BILLING PROCEDURES AND PAYMENT

COMMERCE will pay Contractor upon acceptance of deliverables provided and receipt of properly completed invoices, which shall be submitted to the Representative for COMMERCE not more often than monthly nor less than quarterly.

The invoices shall describe and document, to COMMERCE's satisfaction, a description of the work performed, the progress of the project, and fees. The invoice shall include the Contract Number 24-63336-117.

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.

Invoices and End of Fiscal Year

Invoices are due on the 20th of the month following the provision of services.

Final invoices for a state fiscal year may be due sooner than the 20th and Commerce will provide notification of the end of fiscal year due date.

The Contractor must invoice for all expenses from the beginning of the contract through June 30, regardless of the contract start and end date.

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. Any payment made by COMMERCE for costs that are determined to be duplicate, in Commerce's sole determination, shall be subject to recapture and may result in suspension or termination of this Contract.

Disallowed Costs

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

COMMERCE may, in its sole discretion, withhold ten percent (10%) from each payment until acceptance by COMMERCE of the final report (or completion of the project, etc.).

5. SUBCONTRACTOR DATA COLLECTION

Contractor will submit reports, in a form and format to be provided by Commerce and at intervals as agreed by the parties, regarding work under this Contract performed by subcontractors and the portion of Contract 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.

6. INSURANCE

Each party certifies that it is self-insured under the State's or local government self-insurance liability program, and shall be responsible for losses for which it is found liable.

7. FRAUD AND OTHER LOSS REPORTING

Contractor shall report in writing all known or suspected fraud or other loss of any funds or other property furnished under this Contract immediately or as soon as practicable to the Commerce Representative identified on the Face Sheet.

8. 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

General Terms and Conditions

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 Washington Department of Commerce.
- C. "Contract" or "Agreement" or "Grant" 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" or "Grantee" 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, and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- 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

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 the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

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 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 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 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. 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 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 COMMERCE has or may acquire an interest.

20. TREATMENT OF ASSETS

Title to all property furnished by COMMERCE shall remain in COMMERCE. Title to all property furnished by the Contractor, for the cost of which the Contractor is entitled to be reimbursed as a direct item of cost under this contract, shall pass to and vest in COMMERCE upon delivery of such property by the Contractor. Title to other property, the cost of which is reimbursable to the Contractor under this contract, shall pass to and vest in COMMERCE upon (i) issuance for use of such property in the performance of this contract, or (ii) commencement of use of such property in the performance of this contract, 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 Contractor shall, unless otherwise provided herein or approved by COMMERCE, be used only for the performance of this contract.
- B. The Contractor shall be responsible for any loss or damage to property of COMMERCE that results from the negligence of the Contractor or which results from the failure on the part of the Contractor to maintain and administer that property in accordance with sound management practices.
- C. If any COMMERCE property is lost, destroyed or damaged, the Contractor shall immediately notify COMMERCE and shall take all reasonable steps to protect the property from further damage.
- D. The Contractor shall surrender to COMMERCE all property of COMMERCE prior to settlement upon completion, termination or cancellation of this contract.
- E. All reference to the Contractor under this clause shall also include Contractor's employees, agents or Subcontractors.

21. **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.

Attachment A: Scope of Work

Grant Objective: Adopt middle housing ordinance and code revisions to comply with HB 1110			
Actions/Steps/Deliverables	Description	Start Date	End Date
Action 1	Review HB 1110 requirements and existing middle housing work from Form Based Code and Cottage Code to create an HB 110 Implementation Plan.	July 2023	February 2024
Step 1.1	Review Housing Gaps Analysis and Land Capacity Analysis compiled by BHC Consultants in 2021.	August 2023	October 2023
Step 1.2	Review and analyze Comprehensive Plan public engagement survey results on middle housing.	October 2023	December 2023
Step 2.2	Review Commerce Middle Housing Model Ordinance(s) and other resources.	December 2023	January 2024
Deliverable 1	HB 1110 Implementation Plan		February 29, 2024
Action 2	Prepare and Complete Draft Middle Housing Development Regulation Amendments.	December 2023	June 2024
Step 2.1	Review and evaluate existing development regulations for needed middle housing related amendments.	December 2023	February 2024
Step 2.2	Draft Middle Housing development regulation amendments with assistance from SSHA ³ P.	March 2024	April 2024
Step 2.3	Planning Commission work sessions on drafting of development regulation amendments.	April 2024	May 2024
Deliverable 2	Draft Middle Housing Ordinance		June 15, 2024
Action 3	Adopt Middle Housing Development Regulation Amendments.	July 2024	June 2025
Step 3.1	Transmit Draft Middle Housing Ordinance to the State for state agency review	July 2024	November 2024

Step 3.2	Planning Commission Public Hearing	January 2025	March 2025
Step 3.3	City Council consideration of Planning Commission recommendation	April 2025	May 2025
Step 3.4	City Council adoption of Middle Housing development regulations	May 2025	June 2025
Deliverable 3	Adopted Middle Housing Ordinance		June 15, 2025

Attachment B: Budget

	FY	Commerce Funds
Deliverable 1. HB 1110 Implementation Plan (Design)	FY1 February 29, 2024	\$12,500
Deliverable 2. Draft Middle Housing Ordinance (Build)	FY1 June 15, 2024	\$12,500
Deliverable 3. Adopted Middle Housing Ordinance (Implement)	FY2 June 15, 2025	\$25,000
Total:		\$50,000

Funds must be invoiced in the appropriate fiscal year (FY1 or FY 2), or they may not be able to be paid. Please be sure to invoice for all FY 1 by June 30, 2024 and FY 2 by June 30, 2025.