



PACIFIC CITY COUNCIL AGENDA
Council Chambers - City Hall. 100 3rd Ave. SE

June 15, 2015
Monday

Workshop
6:30 p.m.

- 1. CALL TO ORDER/PLEDGE OF ALLEGIANCE**
- 2. ROLL CALL OF COUNCIL MEMBERS**
- 3. ADDITIONS TO/APPROVAL OF AGENDA**
- 4. DISCUSSION ITEMS**
 - (2) A. AB 15-091: Ordinance No. 2015-1901:** Authorizing the execution of an agreement with Waste Management Services, Inc. for solid waste services in the City of Pacific. (20 min.)
(Richard Gould)
 - (50) B. AB 15-084: Resolution No. 2015-263:** Abatement of a nuisance tree at the intersection of 3rd Ave and West Valley Highway., (15 min.)
(Lance Newkirk)
 - (66) C. AB 15-083: Ordinance No. 2015-1900:** Alteration of Frontage Road Speed Limit (15 min.)
(Lance Newkirk)
 - (96) D. AB 15-086: Resolution No. 2015-264:** Authorizing the execution of a King County Community Development Block Grant agreement, in the amount of \$106,000 to repair the senior center and community center roofing. (10 min.)
(Lance Newkirk)
 - (126) E. AB 15-087: Resolution No. 2015-265:** Adopting the 2015-2021 Six-Year Transportation Improvement Program for the City of Pacific. (10 min.)
(Lance Newkirk)
- 5. ADJOURN**



Agenda Bill No. 15-091

TO: Mayor Guier and City Council Members
FROM: Richard Gould, City Administrator
MEETING DATE: June 15, 2015
SUBJECT: Update on Solid Waste Services

ATTACHMENTS:

- Draft Solid Waste Ordinance 2015-1901
- Draft Solid Waste Collection Contract with Waste Management, Inc.
- Draft Financial Analysis

Previous Council Review Date: June 1, 2015

Summary: The City has been in negotiations with Waste Management, Inc., as the provider of solid waste collection services for the City of Pacific pursuant to the RFP process conducted under RCW 35.21.156. A public meeting has been set for June 22, 2015 to present the findings and final contract and seek public input on the proposed contract. Council must review the Solid Waste Collection Contract with Waste Management, Inc. before the June 22, 2015 public meeting.

It has also been determined that Chapter 8.04 of the Pacific Municipal Code, dealing with solid waste collection needs updating. A new Chapter 14.02 has been drafted to replace Chapter 8.04 to address the deficiencies in the existing code. Council must review the draft Solid Waste Ordinance before its adoption.

Recommended Action: Review the Solid Waste Collection Contract with Waste Management, Inc., and draft Solid Waste Ordinance.

Motion for Consideration: N/A

Budget Impact: None

Alternatives:

CITY OF PACIFIC, WASHINGTON
ORDINANCE NO. 2015-1901

AN ORDINANCE OF PACIFIC, WASHINGTON, RELATING TO SOLID WASTE, RECYCLABLES AND COMPOSTABLES, REQUIRING CITIZENS TO OBTAIN CONTAINERS FOR SOLID WASTE AND TO UTILIZE THE SOLID WASTE DISPOSAL SERVICE, ADDING DEFINITIONS, ESTABLISHING THE CHARGES FOR SOLID WASTE DISPOSAL; ESTABLISHING THE EFFECTIVE DATE FOR A NEW RATE INCREASE; REPEALING CHAPTER 8.04 OF THE PACIFIC MUNICIPAL CODE AND ADOPTING A NEW CHAPTER 14.02 IN THE PACIFIC MUNICIPAL CODE RELATING TO SOLID WASTE.

WHEREAS, the City's rates and charges for solid waste were included in resolutions, adopted as required by law; and

WHEREAS, the City desires to adopt a new chapter in the code to insert such rates and charges into an ordinance so that such rates and charges are codified; and

WHEREAS, certain sections of Chapter 8.04 in the Pacific Municipal Code relating to Garbage, ordained in 1972, do not reflect current operations for solid waste collection and need to be repealed; Now, Therefore,

IT IS HEREBY ORDAINED BY THE PACIFIC CITY COUNCIL AS FOLLOWS:

Section 1. Chapter 8.04 is hereby repealed from the Pacific Municipal Code.

Section 2. A new Chapter 14.02 is hereby added to the Pacific Municipal Code, which shall read as follows:

**CHAPTER 14.02
SOLID WASTE COLLECTION**

Sections:

- 14.02.010** **Definitions.**
- 14.02.020** **Restrictions.**
- 14.02.030** **Allowing Solid Waste to Accumulate.**
- 14.02.040** **Notice to Remove Accumulated Solid Waste.**
- 14.02.050** **Contract to Collect Solid Waste.**
- 14.02.060** **Administration.**

- 14.02.070 Compliance Required.**
- 14.02.080 Container Required.**
- 14.02.090 Collection Frequency.**
- 14.02.100 Service – Recordkeeping.**
- 14.02.110 Charges.**
- 14.02.120 Reduced Rates for Low Income Senior Citizens and/or Low Income Disabled Customers.**
- 14.02.130 Failure to Pay.**
- 14.02.140 Violation – Penalty.**

14.02.010 Definitions. The following definitions shall be applied to the interpretation of the terms of this Chapter:

“Commercial premises” means all non-residential premises in the City, including businesses, institutions, governmental agencies and all other users of commercial-type Solid Waste collection services.

“Compostables” means all Yard Debris except sod, dirt, rocks and bricks; and all food waste including all paper products soiled with food waste and shredded paper.

“Commercial premises” means all non-residential premises in the City, including businesses, institutions, governmental agencies and all other users of commercial-type Solid Waste collection services.

“Curb or curbside” means on the homeowner’s property, within five feet of the public street without blocking sidewalks, driveways or on-street parking. If extraordinary circumstances preclude such a location, curbside shall be considered a placement suitable to the resident, convenient to the Solid Waste Contractor’s equipment and mutually agreed to by the City and Solid Waste Contractor.

“Food Waste” means vegetable and other food scraps, including meat, dairy products, grease and bones, paper which has been contaminated with food; fat or grease; and compostable paper including paper towels, paper plates, tissue and waxed paper, but shall exclude any items which cannot be accepted for processing the Solid Waste Contractor’s third party compost processing facility.

“Garbage Can” means a container that is a water tight galvanized sheet metal or plastic container not exceeding four cubic feet or thirty-two (32) gallons in capacity; weighing not over fifteen (15) pounds when empty or fifty (50) pounds when full, fitted with two study handles on each side, and a tight cover equipped with a handle. All containers shall be rodent and insect proof and kept in a sanitary condition at all times.

“Hazardous Waste” means any substance that is:

- A. Defined as hazardous by 40 C.F.R. Part 261 and regulated as Hazardous Waste by the United States Environmental Protection Agency under Subtitle C of the

Resource Conservation and Recovery Act (“**RCRA**”) of 1976, 42 U.S.C. § 6901 et seq., as amended by the Hazardous and Solid Waste Amendments (“**HSWA**”) of 1984; the Toxic Substances Control Act, 15 U.S.C. § 2601 et seq.; or any other federal statute or regulation governing the treatment, storage, handling or disposal of waste imposing special handling or disposal requirements similar to those required by Subtitle C of RCRA.

- B. Defined as dangerous or extremely hazardous by Chapter 173-303 WAC and regulated as dangerous waste or extremely Hazardous Waste by the Washington State Department of Ecology under the State Hazardous Waste Management Act, Chapter 70.105 RCW, or any other Washington State statute or regulation governing the treatment, storage, handling or disposal of wastes and imposing special handling requirements similar to those required by Chapter 70.105 RCW.

“Micro-can” means a container that is water-tight galvanized sheet metal or plastic not exceeding ten (10) gallons in capacity or fifteen (15) pounds in weight when full, fitted with two sturdy handles on each side and fitted with a tight cover equipped with a handle. All containers shall be rodent and insect proof and be kept in a sanitary condition at all times.

“Mini-can” means a container that is water-tight galvanized sheet-metal or plastic container not exceeding twenty (20) gallons in capacity or thirty (30) pounds in weight when full, fitted with two sturdy handles on each side, and fitted with a tight cover equipped with a handle. All containers shall be rodent and insect proof and kept in sanitary condition at all times.

“Multi-Family Complex” means all multiple-unit residences with five (5) or more attached or unattached units, and billed collectively for Solid Waste collection Services.

“Private Road” means a privately-owned and maintained way that allows for access by a service truck and that serves multiple residences.

“Public Street” means a public right-of-way used for public travel, including public alleys.

“Recyclables” or “Recyclable Material” means the following:

- Aluminum cans
- Corrugated Cardboard
- Glass Containers
- Mixed Paper
- Newspaper
- Plastic Containers
- Poly-coated Cartons and Boxes
- Scrap Metal
- Tin Cans

“Scrap Metal” means ferrous and non-ferrous metals not to exceed two feet in any direction and thirty-five (35) pounds in weight per piece.

“Single-Family Residence” means all one-unit houses, duplexes, triplexes, four-plexes, and mobile homes that are billed individually for Solid Waste collection services and located on a Public Street or Private Road.

“Solid Waste” means, other than Compostables, all putrescible and nonputrescible solid, semi-solid and liquid wastes, including residential garbage, trash, refuse, paper, rubbish, ashes, demolition and construction wastes, discarded home and industrial appliances, manure, vegetable or animal solid and semi-solid wastes, and other discarded solid and semi-solid wastes but excluding Hazardous Waste.

"Solid Waste Collector" means the person or persons entering into contract with the city for the removal of refuse as provided by this chapter.

“Yard Debris” means leaves, grass and clippings of woody, as well as fleshy plants.

14.02.020 Restrictions.

A. It is unlawful for any person to burn, dump, collect, remove, or in any other manner dispose of solid waste or swill upon any street, alley, public place or private property within the city otherwise than as provided in this chapter.

B. It is unlawful for any person to bury, burn or dump wastepaper, boxes, rubbish and debris, grass, leaves, weeds and cuttings from trees, lawns, shrubs and gardens, upon any street, alley, or public place in the city.

14.02.030 Allowing Solid Waste to Accumulate.

It is unlawful for any person, firm, company or corporation to allow solid waste or debris of any kind to accumulate on property which the person, company or corporation owns or leases or uses in the city, including the use of city property.

14.02.040 Notice to Remove Accumulated Solid Waste.

It shall be the duty of the chief of police, upon receiving notice of any dead animal, solid waste, or of any debris lying upon or accumulated upon or inside of any property located in the city, to notify the owner of the property or the person occupying the property to remove or have removed immediately the dead animal or accumulated solid waste or debris. Twenty-four hours after such notice has been given and such dead animal, animals, solid waste or debris, as the case may be, is not removed by the person responsible for the same, the chief of police may order the removal of the dead animal, animals, solid waste or debris, as the case may be, from the premises by duly authorized persons.

14.02.050 Contract to Collect Solid Waste.

A. The city may, in the discretion of the city council, contract every ten years or less with a private operator for the collection, removal and disposal of all garbage, waste, refuse and other like substances within the city limits, except for those areas subject to municipal contract for solid waste collection with a private operator.

B. Selection of a private operator may be accomplished through the solicitation of bids, proposals, or such other means as the city council deems appropriate to secure a qualified operator.

C. Each selected operator shall furnish a corporate surety bond to the city in an appropriate amount determined by the Director of Public Works, conditioned upon the faithful performance of the contract and compliance with all ordinances of the city and all rules, regulations and matters relating to the maintenance of any dump or sanitary fill.

14.02.060 Administration. The Director of Public Works is authorized and directed to administer this solid waste and recyclable material collection system.

14.02.070 Compliance Required. The City has a system of universal compulsory solid waste and recyclable material collection. Every person in possession, charge, or control of any single-family residence, multi-family complex or commercial premises shall be charged for solid waste and recyclable material collection at the rates specified in this chapter, whether such person uses such service or not. If any person chooses not to use such service, he/she shall be charged for the service of checking to see whether he or she has solid waste and recyclable material to be collected.

14.02.080 Container Required. Every person in possession, charge or in control of any single family residence, multi-family complex or commercial premises where solid waste and/or recyclable materials are created or accumulated, to at all times keep or cause to be kept garbage cans, micro-cans or mini-cans in which to deposit the solid waste and/or recyclable materials.

14.02.090 Collection Frequency. The solid waste collector shall collect Solid Waste from the residences on a weekly basis and Recyclables and Compostables from residences on an every-other-week basis on alternating weeks. Solid waste shall be collected from multifamily and commercial properties on a weekly basis. All garbage, micro and mini cans shall be set out at the curb for collection, on the appropriate day and by the appropriate time established by the solid waste collector for collection.

14.02.100 Service – Recordkeeping. The Director of Finance shall maintain accurate records of the types of services and solid waste charges for premises within the City.

14.02.110 Charges.

A. The Solid Waste Collector shall be responsible for billing and collection of all charges, fees and taxes for the collection of Solid Waste, Recyclables and Compostables. All Single-Family Residence customers shall be billed at least quarterly and Multi-family Complex and Commercial Premises customers shall be billed monthly.

B. The Solid Waste charges to be imposed for each type of service are set forth in Exhibit A, which is attached hereto and incorporated herein by this reference.

C. The Solid Waste Collector shall propose any changes to Solid Waste charges at least 45 days prior to the effective date of the change, and shall notify all affected customers at least 45 days prior to the effective date of the change.

14.02.120 Reduced Rates for Low Income Senior Citizens and/or Low Income Disabled Customers.

Any full-time occupant responsible for the payment of a city solid waste billing shall be granted a 15 percent discount from the otherwise applicable rate if the person is at least 62 years of age, and/or is 18 years of age or older and has been awarded in writing a 50 percent or higher disability rating from any state of Washington and/or federal agency/program, and meets the low-income guidelines as determined by the U.S. Department of Housing and Urban Development (HUD) for taxable household income and has properly filled out an application as required requesting such reduction. Staff is directed to establish and implement a review/re-application process to ensure the integrity of those accounts receiving the discount.

14.02.130 Failure to Pay. Upon failure to pay such charges and upon delinquency, the amount thereof shall become a lien against the property for which the solid waste collection service is rendered. Pursuant to RCW 35A.21.150, the City may exercise the powers relating to the imposition and foreclosure of liens in chapter 35.67 RCW.

14.02.140 Violation – Penalty. Any person violating any of the provisions of this chapter is guilty of a misdemeanor and upon conviction thereof shall be punished by a fine not exceeding \$1,000, or by imprisonment of not more than 90 days, or by both such fine and imprisonment.

Section 3. Effective Date of Charges. The City shall provide notice of the charges in this Ordinance as provided in RCW 35A.21.152. The notice may be mailed to each affected ratepayer or published once a week for two consecutive weeks in a newspaper of general circulation in the collection area. The notice shall be available to affected ratepayers at least forty-five (45) days prior to the proposed effective date of the rate increase.

Section 4. Severability. If any section, sentence, clause or phrase of this Ordinance should be held to be unconstitutional or unlawful by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this Ordinance.

Section 5. Publication. This Ordinance shall be published by an approved summary consisting of the title.

Section 6. Effective Date. This Ordinance, excluding the Charges in Section 14.02.110, shall take effect and be in full force and effect five days after publication, as provided by law.

PASSED by the City Council of Pacific this ____ day of _____, 2015.

Leanne Guier, Mayor

AUTHENTICATED:

Amy Stevenson-Ness, City Clerk.

APPROVED AS TO FORM:
Office of the City Attorney

Carol Morris, City Attorney

PUBLISHED:
EFFECTIVE DATE:

**CONTRACT FOR SOLID WASTE
SERVICES
BETWEEN THE
CITY OF PACIFIC, WASHINGTON
AND
WASTE MANAGEMENT OF
WASHINGTON, INC.**

July 1, 2015 – June 30, 2022

RECITALS	7
DEFINITIONS.....	7
ARTICLE I - AGREEMENT, TERM	12
1.1 AGREEMENT	12
1.2 TERM	12
1.3 EXCLUSIVE RIGHT; FRANCHISE ENFORCEMENT.....	12
1.4 MANDATORY SERVICES	12
ARTICLE II - GENERAL OPERATIONS	12
2.1 COLLECTION.....	12
2.1.1 GENERAL	12
2.1.2 COLLECTION SCHEDULE AND HOURS OF OPERATIONS	13
2.1.3 COLLECTION LOCATIONS	13
2.1.4 COLLECTION FROM PHYSICALLY CHALLENGED PERSONS.....	13
2.1.5 DANGEROUS ANIMALS	13
2.1.6 EMPLOYEES TO USE WALKS IF CARRY-OUT SERVICE DIRECTED	13
2.1.7 EMPLOYEES NOT TO TRESPASS.....	13
2.2 CONTRACTOR TO MAKE EXAMINATION	14
2.3 EMPLOYEES	14
2.3.1 NON-DISCRIMINATION.....	14

2.3.2	OSHA/WISHA	15
2.3.3	COMPLIANCE WITH LAWS	15
2.3.4	EMPLOYEES TO BE COURTEOUS, ETC.....	15
2.4	COMPANY NAME.....	15
2.5	CONTRACTOR’S OFFICES	15
2.6	PERMITS.....	15
2.7	PUBLIC UTILITIES.....	15
2.8	LOADING	16
2.9	CLEANUP OF SPILLS	16
2.10	DISRUPTION OF COLLECTION	16
2.10.1	DISRUPTION OF COLLECTION DUE TO WEATHER AND/OR ROAD CONDITIONS	16
2.10.2	HOLIDAY SCHEDULES.....	17
2.10.3	MISSED AND MAKEUP COLLECTIONS.....	17
2.11	COLLECTION EQUIPMENT.....	17
2.12	RESERVE EQUIPMENT	17
2.12.1	PAINTING AND CLEANING OF VEHICLES.....	17
2.13	METHOD OF PROCESSING AND DISPOSAL.....	18
2.14	SERVICE TO CITY FACILITIES	18
2.15	COMPLIANCE WITH LAWS	ERROR! BOOKMARK NOT DEFINED.
2.16	CARTS AND CONTAINERS	18
ARTICLE III - REPORTING REQUIREMENTS		19

3.1	REPORTING REQUIREMENTS	19
3.2	CONTRACTOR'S RECORDS; ACCESS INSPECTION.....	19
ARTICLE IV - INSURANCE AND SAFEGUARDS		19
4.1	INSURANCE.....	19
4.1.1	MINIMUM SCOPE OF INSURANCE.....	19
4.1.2	MINIMUM AMOUNTS OF INSURANCE	20
4.1.3	DEDUCTIBLES AND SELF-INSURED RETENTION.....	21
4.1.4	OTHER INSURANCE PROVISIONS	21
4.1.5	ACCEPTABILITY OF INSURERS	21
4.1.6	VERIFICATION OF COVERAGE	21
4.1.7	SUBCONTRACTORS.....	21
4.1.8	CONTRACTOR'S INSURANCE PRIMARY	22
4.2	PERFORMANCE BOND.....	22
4.3	INDEMNIFICATION AND HOLD HARMLESS AGREEMENT	22
4.3.1	INDEMNIFICATION.....	22
4.3.2	WAIVER OF RCW TITLE 51.....	22
ARTICLE V - GARBAGE COLLECTION		22
5.1	GARBAGE COLLECTION	22
5.1.1	CARTS; CONTAINERS.....	23
ARTICLE VI - RECYCLABLES COLLECTION.....		23
6.1	GENERAL RECYCLING PROVISIONS.....	23

6.2	RECYCLING CARTS/CONTAINERS.....	23
	ARTICLE VII - COMPOSTABLES COLLECTION	24
	ARTICLE VIII - COMPENSATION	24
8.1	CONTRACTOR RATES.....	24
8.1.1	CPI ADJUSTMENTS TO COLLECTION COMPONENT	25
8.1.2	PASS THROUGH ADJUSTMENT TO DISPOSAL COMPONENT.....	25
8.1.3	PERIODIC ADJUSTMENT DUE TO EXTRAORDINARY CIRCUMSTANCES:	25
8.2	ROAD MAINTENANCE CITY FEE.....	26
	ARTICLE IX - BILLING SERVICES AND CUSTOMER EDUCATION.....	27
9.1	CONTRACTOR BILLING.....	27
9.2	COLLECTION FOR NON-PAYMENT.....	27
9.3	SUSPENDING COLLECTION FROM PROBLEM CUSTOMERS.....	27
9.4	PROMOTION, EDUCATION, AND OUTREACH	28
	ARTICLE X - DEFAULTS	28
10.1	TERMINATION	28
	ARTICLE XI - ANNEXATION.....	30
11.1	FRANCHISE RIGHTS/ANNEXATIONS.....	30
	ARTICLE XII - MISCELLANEOUS.....	30
12.1	NON-WAIVER	30
12.2	NOTICES	30
12.3	SEVERABILITY	31

12.4	ENTIRE AGREEMENT	31
12.5	ATTORNEYS' FEES.....	31
12.6	CHANGE IN SERVICE.....	31
12.7	ASSIGNMENT	31
12.8	FORCE MAJEURE.....	31
12.9	APPLICABLE LAW / VENUE	32
12.10	INDEPENDENT CONTRACTOR	32
12.11	SUBCONTRACTING.....	32
12.12	TAXES AND FEES	32
12.13	INSOLVENCY; RIGHT TO TERMINATE CONTRACT	32
12.14	RESERVATION OF MUNICIPAL AUTHORITY.....	32
12.15	SUCCESSORS AND ASSIGNS.....	33
12.16	CORPORATE AUTHORITY.....	33
12.17	DISPUTE RESOLUTION.....	33

Exhibit A: List of City Facilities

Exhibit B: Service Rate Schedule

**CONTRACT FOR SOLID WASTE SERVICES
BETWEEN
THE CITY OF PACIFIC, WASHINGTON
AND
WASTE MANAGEMENT OF WASHINGTON, INC.**

This CONTRACT FOR SOLID WASTE SERVICES (hereafter, “**Contract**”) is made and entered into this ___ day of _____, 2015, by and between the City of Pacific, a Washington municipal corporation (the “**City**”), and Waste Management of Washington, Inc., a Washington corporation (“**Contractor**”), to provide for Solid Waste Services in the City Service Area. The parties shall be collectively referred to herein as the “**Parties**” and individually as a “**Party**,” unless specifically identified otherwise.

RECITALS

WHEREAS, the City has negotiated with Contractor for collection, disposal, recycling and other services regarding solid waste; and

WHEREAS, solid waste collection service is a fundamental municipal function, with uniform, managed collection necessary for the preservation of public health; and

WHEREAS, Contractor represents that it has the experience, resources, and expertise necessary to perform solid waste collection services; and

WHEREAS, pursuant to RCW 35.21.120, the City enacted ordinances codified in the City’s Municipal Code which created a system for the orderly collection and disposal of Garbage within the City of Pacific; and

WHEREAS, the City agrees to adopt such modifications to its solid waste ordinances as are necessary to enter into this agreement; and

WHEREAS, the City Council finds that by entering into this Contract for Solid Waste Services, the citizens of the City will receive a greater variety of solid waste services at more stable rates.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL BENEFITS AND COVENANTS STATED HEREIN, THE PARTIES AGREE AS FOLLOWS:

DEFINITIONS

For the purposes of this Contract, the following terms shall have the following meanings:

Adjustment Date: The date that occurs annually on September 1st during this Contract.

Bulky Waste/Items: Couches, chairs, mattresses, appliances and other large items that do not fit into the standard Residential or Commercial Garbage Collection truck.

Cart: A Contractor-owned wheeled cart that is a plastic container with 20, 35, 64 or 96 gallons of capacity; designed for and used with a hydraulic lifting mechanism; fitted with a sturdy handle and a cover; is rodent and insect resistant; and is capable of holding collected liquids without spilling when in an upright position. Where appropriate, Carts can be used for Garbage, Recyclables and Compostables Collection.

Carry-Out Service: The servicing of Carts by Contractor which are not placed Curbside by the Residential Customer for collection, but rather require the Contractor to enter onto Residential Customer's property and roll-out or carry-out Carts to Contractor's collection vehicle. Customers may request a carry-out service for an additional fee, as set forth in Exhibit B, and such fees are charged based upon the distance from Contractor's collection vehicle. Carry-out service for Physically Disabled Persons is set forth in Section 2.1.4.

City: The City of Pacific, Washington.

City Solid Waste: All putrescible and nonputrescible solid, semi-solid, and liquid wastes, including Residential, Commercial and municipal garbage, trash, refuse, paper, rubbish, ashes, demolition and construction wastes, discarded home and industrial appliances, manure, vegetable or animal solid and semi-solid wastes, and other discarded solid and semi-solid wastes generated or coming to exist in the Service Area.

Collection: The process by which City Solid Waste is removed from Premises and transported to an appropriate facility for disposal, recycling, composting, or processing.

Commercial: Means of, from or pertaining to non-Residential Premises where business activity is conducted, including, but not limited to, retail sales, services, wholesale operations, manufacturing, and industrial operations, but excluding businesses conducted upon Residential Premises which are permitted under applicable zoning regulations and are not the primary use of the property.

Commercial Recycling Customers: Commercial Customers who voluntarily receive Recyclables Collection services.

Compostables: Food Waste, Yard Debris and other materials mutually agreed upon by the Parties.

- **Food Waste:** All compostable pre- and post-consumer food scraps, such as whole or partial pieces of produce, meats, bones, cheese, bread, cereals, coffee grounds and egg shells, and food-soiled paper such as paper napkins, paper towels, paper plates, coffee filters, paper take-out boxes, pizza boxes, or other paper products accepted by the Contractor's selected composting site. Food scraps shall not include large dead animals, plastics, diapers, cat litter, liquid wastes, pet wastes or other materials prohibited by the selected composting facility.

- **Yard Debris:** Leaves, grass and clippings of woody, as well as fleshy plants. Unflocked whole holiday trees, if cut in half, are acceptable. Materials larger than four (4) inches in diameter or four (4) feet in length are excluded. Bundles of Yard Debris up to two (2) feet by two (2) feet by four (4) feet in dimension shall be allowed and shall be secured by degradable string or twine, not nylon or other synthetic materials. Kraft paper bags and untied reusable bags may be used to contain Yard Debris.

Compostables Cart: A Cart suitable for Residential collection, storage and Curbside placement of Compostables.

Composting: The controlled degradation of organic solid waste, yielding a product for use as a soil conditioner.

Containers: A detachable container or drop-box container suitable for storage and Collection of City Solid Waste. For purposes of this Agreement: (i) “detachable container” means a watertight metal or plastic container equipped with a tight-fitting cover, capable of being mechanically unloaded into a Collection vehicle, and that is not less than one (1) cubic yard or greater than eight (8) cubic yards in capacity; and (ii) “drop-box container” means an all-metal container with ten (10) cubic yards or more capacity that is loaded onto a specialized Collection vehicle.

Contractor: Waste Management of Washington, Inc.

County: King County, Washington.

Contract Administrator: The City’s Mayor, or a person designated by the Mayor.

Curb or Curbside: The area within five (5) feet of the Public Street or alley where regular Collection from Residential Premises occurs. If safe access is difficult or extraordinary circumstances preclude such a location, curbside shall be considered a placement suitable to the Customer, convenient to the Contractor’s equipment, and mutually agreed to by the Contract Administrator and Contractor.

Customer: A Person receiving Solid Waste Services from Contractor pursuant to the terms of this Contract.

Disposal: The ultimate disposition of City Solid Waste at a landfill.

Effective Date: July 1, 2015

Garbage: City Solid Waste that is placed by Customers in appropriate bags, cans, Carts, Containers, or other receptacles for Collection and Disposal by the Contractor. The term “Garbage” shall not include Hazardous Wastes, Special Wastes, Source-Separated Recyclables or Compostables.

Disposal Fee: The fee charged to the Contractor for the Disposal of any City Solid Waste.

Hazardous Waste: Any substance that is:

- A. Defined as hazardous by 40 C.F.R. Part 261 and regulated as Hazardous Waste by the United States Environmental Protection Agency under Subtitle C of the Resource Conservation and Recovery Act (“**RCRA**”) of 1976, 42 U.S.C. § 6901 et seq., as amended by the Hazardous and Solid Waste Amendments (“**HSWA**”) of 1984; the Toxic Substances Control Act, 15 U.S.C. § 2601 et seq.; or any other federal statute or regulation governing the treatment, storage, handling or disposal of waste imposing special handling or disposal requirements similar to those required by Subtitle C of RCRA.
- B. Defined as dangerous or extremely hazardous by Chapter 173-303 WAC and regulated as dangerous waste or extremely Hazardous Waste by the Washington State Department of Ecology under the State Hazardous Waste Management Act, Chapter 70.105 RCW, or any other Washington State statute or regulation governing the treatment, storage, handling or disposal of wastes and imposing special handling requirements similar to those required by Chapter 70.105 RCW.

Inaccessible Area: Any road that does not allow safe access, turn-around, clearance or does not meet the weight requirements for Contractor trucks.

Paper: Office paper, copy paper, construction paper; newspaper and paper inserts; magazines and paper inserts; catalogs, mail and paper inserts; envelopes; paper bags; food boxes (cereal, cookie, cracker, etc.); juice boxes; milk, juice and ice cream cartons; aseptic containers, e.g. soup, broth, soy milk, almond milk; paper towel tubes; toilet paper tubes; tissue boxes; non-foil and non-cello wrapping paper; kraft paper bags or boxes; hot or cold cups.

Multi-Family Premises: A Premises with three (3) or more Residences, irrespective of whether residence therein is transient, temporary or permanent.

Multi-Family Residence: A Residence within a Multi-Family Premises.

Non-Regular Scheduled/Temporary Service: Any non-permanent, temporary service requested by a Customer and available from Contractor, for a fee. These requested services will be provided by the Contractor and billed directly to the Customer by Contractor.

Person: An individual, firm, association, organization, partnership, corporation, business trust, joint venture, the United States, the State of Washington, King County, cities, and special purpose districts.

Physically Challenged Persons: Disabled persons or any other Residential Customer who is not physically able to move Carts out to the Curbside, as determined based upon criteria reasonably established by the Contractor, with input from the City. Requests must be made to the Contractor in writing for such designation, and the Customer household cannot have another able-bodied person living in the home who is capable of rolling Carts out to the Curbside.

Premises: Any land or building in the Service Area where City Solid Waste is generated, deposited, accumulated or otherwise coming to exist.

Public Street: A public right of way used for public travel and owned by the City.

Recycling: The processing of City Solid Waste for the purpose of returning it to the economy in the form of raw materials for new, reused, or reconstituted products, or other uses resulting in diversion from Disposal.

Recyclables: Glass: food or beverage containers; Paper; Cardboard: boxes, packaging and beverage 'flats' or nursery 'flats'; Metal: tin, aluminum and steel food or beverage containers (labels okay); empty aerosol cans; scrap metal (limit: 2'x2'x2', 35 lbs.); metal appliances (cords removed); Plastic: food and beverage containers; PET/PETE bottles; HDPE bottles and jugs; dairy tubs, e.g. butter, yogurt, cottage cheese; cups; rigid plant pots; 5-gallon buckets. All recyclables must be clean and free of liquids, food or any other debris. The City and the Contractor can negotiate deletions or additions to the Recyclables list.

Residence: A living space with a kitchen, individually rented, leased or owned, and located in the Service Area.

Residential: Means of, from, or pertaining to Single-Family Premises and Multi-Family Premises, including single-family homes, apartments, condominiums, townhouse complexes, mobile home parks, and cooperative apartments.

Recycling Carts: A Contractor-provided 20-, 35-, 64- or 96-gallon (default size) Cart suitable for Residential storage, Curbside placement and Collection of Recyclables.

Service Area: The municipal boundaries of the City, both now and as they may be expanded by annexation during the life of the Contract, subject to the provisions of RCW 35.13.280.

Single-Family Premises: A Premises with one (1) Residence, irrespective of whether residence therein is transient, temporary or permanent.

Single Stream Recycling: A system in which various types of Recyclables are separated from Garbage by the generator and placed together in a Cart or Container for Collection.

Solid Waste Services: Any and all Collection, Disposal, Recycling and Composting services regarding City Solid Waste.

Special Waste: Polychlorinated biphenyl ("PCB") wastes, industrial process wastes, asbestos containing materials, petroleum contaminated soils, treated/de-characterized wastes, incinerator ash, medical wastes, demolition debris and other materials requiring special handling in accordance with applicable federal, state, county or local laws or regulations.

White Goods: Large household appliances such as washers, dryers, stoves, refrigerators (not containing CFCs), dishwashers, and other similar appliances.

WUTC: The Washington Utilities and Transportation Commission, which regulates solid waste collection in the unincorporated areas of the County.

ARTICLE I - AGREEMENT, TERM

1.1 Agreement

The City hereby agrees that Contractor shall have the exclusive right to perform all of the Solid Waste Services, to the extent allowed by State and Federal law, upon the terms and conditions set forth below.

1.2 Term

The initial term of this Contract is seven (7) years, starting on the Effective Date, and expiring at 11:59 p.m. on June 30, 2022. The Parties may, by mutual written agreement signed by the duly authorized representatives of the Parties, extend the Contract for two (2) successive periods of two (2) years each. Any such extension shall be under the terms and conditions of this Contract. To exercise the option to extend this Contract, the Parties shall agree in writing not less than 180 days prior to the then expiring Contract term.

1.1 Exclusive Right; Franchise Enforcement

The City does hereby grant to Contractor the exclusive duty, right and privilege to perform the Solid Waste Services, except regarding Collection of Recyclables and Compostables, from Commercial Premises. When asked by the Contractor, the City shall use reasonable efforts to protect this right of the Contractor; however, the City shall not be obligated to join or instigate litigation to protect the right of the Contractor. The Contractor may independently enforce the exclusive rights under this Contract against third party violators, including but not limited to seeking injunctive relief, and the City shall use good faith efforts to cooperate with Contractor in Contractor's actions to enforce such rights (without obligating the City to join any litigation initiated by Contractor).

1.2 Mandatory Services

Pursuant to Section 14.02.070 of the City's Municipal Code, Garbage Collection services are mandatory for all Residential and Commercial Premises. Commercial Recycling and Compostables Collection services are optional for Commercial Premises, and will be provided by Contractor on a subscription basis.

ARTICLE II - GENERAL OPERATIONS

2.1 Collection

2.1.1 General

Contractor shall perform the Solid Waste Services as provided in this Contract. The collection of Hazardous Waste is not included within the scope of this Contract, and Contractor shall be under no obligation to collect any Hazardous Waste. Customers shall remain responsible for any Hazardous Waste or other unacceptable materials placed in collection containers, even if such materials are inadvertently collected by Contractor, and to the extent such Customers can be identified, Contractor may seek to impose upon such Customers any and all costs and expenses associated with managing such Hazardous Waste or unacceptable materials. However, nothing

herein is intended to prevent Contractor from collecting, transporting and/or disposing of any Hazardous Waste in accordance with applicable federal and state requirements and regulations, so long as such actions are performed separate and apart from any action taken in the performance of this Contract.

2.1.2 Collection Schedule and Hours of Operations

Collection from Residential Customers shall be between the hours of 6:00 AM and 6:00 PM, Monday through Friday. Collection from Commercial Customers may be made without restriction as to collection time or day or week, provided that Commercial Customers adjacent to Residences shall be collected during the Residential times. Recyclables and Compostables will be collected at least every other week, whereas Garbage will be collected at least weekly.

2.1.3 Collection Locations

Contractor shall collect Garbage, Recyclables and Compostables at Curbside from all Single-Family and Multi-Family Premises Customers with Cart-based services. Contractor shall collect Garbage, Recyclables and Compostables from Customers with Container-based services at locations determined by Contractor and the Customer. Contractor may refuse to pick up materials at locations identified by Contractor and approved by the City, acting reasonably, where, because of the conditions of the streets, alleys or roads, it is impractical to operate vehicles, and may refuse to drive into private property where driveways or roads are without adequate turnarounds or have other unsafe conditions.

2.1.4 Collection from Physically Challenged Persons

The Contractor shall offer Carry-Out Service for Garbage, Recyclables and Compostables Carts up to fifty (50) feet from Contractor's vehicle to qualifying Physically Challenged Persons lacking the ability to place Carts at the Curb, at no additional charge. The Contractor shall use qualification criteria that comply with all local, state and federal regulations, and shall be subject to City review and approval prior to program implementation.

2.1.5 Dangerous Animals

Contractor will not be required to enter into private property to pick up materials while an animal considered or feared to be vicious is loose.

2.1.6 Employees to Use Walks if Carry-Out Service Directed

Contractor employees, in performing collections, shall follow the regular walks for pedestrians (if available) while on Customer property, returning to the street or alley after replacing empty containers. They shall also close all gates opened by them. All employees shall wear clean clothing or uniforms.

2.1.7 Employees Not to Trespass

Contractor Employees shall not trespass or loiter, cross property to an adjoining premises, or meddle with property which does not concern them.

2.1.8 Annual Spring Clean-Up Day

Each year, on a date mutually agreed upon by the City and Contractor, the Contractor shall provide one Residential Customer curbside collection of extra household garbage in bags or

cans, limited to five (5) – 32 gallon cans and/or household items measuring no more than one (1) square foot. The curbside clean up will exclude large bulky items; white goods; tires; building materials; rocks; cement; bricks; sod or dirt; recyclable materials; wood pallets, fencing, decking, planter boxes and any hazardous waste.

In conjunction with the annual Spring clean-up day, the Contractor shall collect one (1) select item, such as polystyrene blocks, used cooking oil, or electronic waste from each residential customer who chooses to participate in the clean-up. Materials to be collected, location and date/time of collection shall be mutually agreed on by the City and Contractor. The Contractor shall notify Residents of details for both the curbside collection and select item collection.

2.2 Contractor to Make Examination

Contractor shall make its own examination and investigation regarding the proper method of doing the work and all conditions affecting the work to be done, and the labor, equipment and materials needed therefore and the quantity of work to be performed. Contractor agrees that it is satisfied with its own investigation and research, and will make no claim against City because of any of the estimates, statements, or interpretations made by any officer or agent of the City. This Contract is for the benefit of the Parties thereto, and is not intended to inure to the benefit of any third party.

2.3 Employees

All workers employed by Contractor shall be competent and skilled in the performance of the work to which they may be assigned. All drivers must have a C.D.L. “B” or “A” license and a current medical card.

2.3.1 Non-Discrimination

The Contractor will not discriminate against any employee or applicant for employment because of age, race, religion, creed, color, sex, marital status, sexual orientation, political ideology, ancestry, national origin, or the presence of any sensory, mental or physical handicap, unless based on a bona fide occupational qualification. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their creed, religion, race, color, sex, marital status, sexual orientation, political ideology, ancestry, national origin, or the presence of any sensory, mental or physical handicap. Such action shall include, but not be limited to the following: Employment upgrading; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and, selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment any required notices setting forth the provisions of this nondiscrimination clause. Contractor understands and agrees that a violation of this nondiscrimination provision shall constitute a breach of this Contract, and that such breach, if uncured, shall cause the Contractor to be barred from performing any services for the City now or in the future, unless a showing is made satisfactorily to the City that discriminatory practices have terminated and that recurrence of such action is unlikely.

2.3.2 OSHA/WISHA

Conditions of the Federal Occupational Safety and Health Act of 1970 (OSHA), the Washington Industrial Safety and Health Act of 1973 (WISHA), and standards and regulations issued under these Acts from time-to-time must be complied with. The Contractor shall indemnify and hold harmless the City from all damages assessed for the Contractor's failure to comply with the acts and standards issued there under. The Contractor is also responsible for meeting all pertinent local, state and federal health and environmental regulations and standards applying to the Solid Waste Services.

2.3.3 Compliance with Laws

Contractor agrees to comply, at its own expense, with all applicable City, state, federal and local laws, rules and regulations, including, but not limited to, all applicable laws regarding wages. Contractor shall comply with all applicable local, state and federal regulations and laws regarding the collection, transfer and disposal of Garbage, Recyclables, and Compostables pursuant to this Contract.

2.3.4 Employees to be Courteous, Etc.

Employees of Contractor shall be courteous at all times and not use loud or profane language and shall do their work as quietly as reasonable.

2.4 Company Name

Contractor shall not use a firm name containing any words implying municipal ownership or including the name of the City.

2.5 Contractor's Offices

Contractor shall be required to maintain a local access telephone number or a toll-free number, and such attendants as may be necessary to take care of complaints, as well as orders for special service or to receive instruction. The attendant shall be on duty between the hours of 8:00 a.m. and 5:00 p.m. PST, Monday through Friday, except holidays.

2.6 Permits

Contractor shall take out and pay for any business license or other fee required by the City or any other governmental authority which may be required to provide the services under this Contract.

2.7 Public Utilities

Contractor shall be obligated to protect all public and private utilities whether occupying street, public or private property. If such utilities are damaged by reason of Contractor's operations under this Contract, it shall repair or replace same, or failing to do so promptly as determined by the City, the City shall cause repairs or replacement to be made and the cost of doing so shall be billed to the Contractor. The City shall not be liable for any damage to property or injuries to any person(s) caused by Contractor, as provided in Section 4.3.1.

2.8 Loading

Extra care shall be taken in the loading and transporting of Garbage, Recyclables, Compostables and other wastes so that the material to be collected is not left either on private property or on the streets or alleys. Any Garbage, Recyclables, Compostables or other wastes left on private property or on streets or alleys spilled by Contractor shall be cleaned up within 24 hours of received complaint.

2.9 Cleanup of Spills

All loads collected by the Contractor shall be completely contained in collection vehicles at all times, except when material is actually being loaded. Hoppers on all collection vehicles shall be operated so as to prevent blowing or spillage of materials. Any blowing or spillage of materials either caused by Contractor or that occurs during collection shall be immediately cleaned up by the Contractor at its expense. Prior to any collection vehicle leaving a collection route and/or operating on any roads with a speed limit higher than 25 miles per hour, Contractor shall completely close any collection vehicle openings where materials may blow out, and thoroughly inspect for and remove any collected materials inadvertently spilled on top of the collection vehicle to prevent release or littering of this material.

All vehicles used in the performance of this Contract shall be required to carry and regularly maintain spill kits. At a minimum, spill kits shall include absorbent pads or granules, containment booms, storm drain covers, sweepers and other similar materials sufficient to contain, control and, for minor events, appropriately clean-up, blowing materials, litter, leaks and spillage of Contractor vehicle fluids and leachate. Spill kits shall also include employee spill containment instructions and procedures as well as a regularly updated list of emergency contacts. The Contractor shall develop spill response procedures for review and approval (if requested) by the City before initiating any work under this Contract. All Contractor vehicle drivers shall be provided with annual hands-on training on the location, maintenance, and use of spill kits and associated containment and notification procedures.

All drop-box Container loads (both open and compactor) shall be properly and thoroughly covered or tarped to prevent any spillage of material prior to Contractor vehicle entering any Private Road or Public Street.

2.10 Disruption of Collection

2.10.1 Disruption of Collection Due to Weather and/or Road Conditions

When weather conditions are such that continued operation would result in danger to the Contractor's staff, area residents, or property, or when road conditions such as flooding or weight restrictions affect road use, the Contractor shall collect only in areas that do not pose a danger or are not subject to road use restrictions. The Contractor shall notify the City, on the same business day, of the areas not served. Following notification to the City, the Contractor will be provided temporary authorization to perform collection services after 6:00pm and/or on Saturdays following disruptions due to weather in order to finish collection routes.

The Contractor shall collect Garbage, Recyclables and Compostables from Customers with interrupted service on their next scheduled service day. Extras will not be charged for as long as it does not exceed double their normal service.

2.10.2 Holiday Schedules

The Contractor shall observe the same holiday schedule as do King County Transfer Stations (New Year's Day, Thanksgiving Day, and Christmas Day). When the day of regular collection is a legal holiday, the Contractor may reschedule the service to the next day, example: Monday to Tuesday, Tuesday to Wednesday, Wednesday to Thursday, Thursday to Friday and Friday to Saturday. The Contractor may not collect Residential Garbage, Recyclables or Compostables earlier than the regular collection day due to a holiday. Commercial collections may be made one day early only with the consent of the Commercial Customer.

2.10.3 Missed and Makeup Collections

If the Contractor fails to collect a Customer's Garbage, Recyclables or Compostables which have been properly and timely set out for collection during a regularly scheduled collection, other than as provided in Section 2.10.1 or 2.10.2, the Contractor shall make a special make up collection within 24 hours (or one business day) of notification by the City or Customer. This section applies to omitted collections of a single residence, a row of residences, or an entire route. If Contractor fails to provide a special pickup for a missed collection within twenty-four (24) hours (or one business day) after notification by the Contract Administrator or Customer, the Contract Administrator may cause the work to be done and the Contractor shall fully reimburse the City for its collection expenses.

2.11 Collection Equipment

All collection vehicles regularly used by the Contractor during the term of this Contract shall be Compressed Natural Gas (CNG) vehicles, less than ten (10) years old and shall have been used for fewer than two hundred thousand (200,000) miles. Should any such vehicles exceed these limits and yet, in the Contractor's opinion, still be in safe working order, the Contractor must receive prior written approval from the City to continue operating the subject vehicle. Back-up vehicles used less than thirty (30) days per year shall not be subject to the age and mileage limits that apply to regularly-used vehicles, but shall be presentable, in safe working order and shall be subject to all other conditions of this section.

Contractor shall maintain all trucks and equipment used within the City and the same shall be clean, numbered and uniformly painted. All truck bodies used by Contractor shall be constructed of metal and shall be watertight and leak proof. In addition to spill cleanup materials referenced above, each vehicle used by Contractor shall carry at all times a broom and shovel or other item appropriate for use in the prompt removal of any spilled material. All vehicles used by Contractor shall have adequate coverage at all times to prevent the spillage of City Solid Waste.

2.12 Reserve Equipment

The number and type of collection vehicles furnished by Contract, including back up or reserve equipment in the event of equipment failure, shall be sufficient for the collection of all Customer Garbage, Recyclables and Compostables. Contractor shall make available for rental Containers which meet all applicable safety requirements.

2.12.1 Painting and Cleaning of Vehicles

Collection vehicles shall be painted and numbered and shall have the Contractor's name and number of the vehicles painted in letters of a contrasting color, at least four (4) inches high

on each side of each vehicle. No advertising shall be permitted other than the name of the Contractor. All vehicles shall be kept in a clean and sanitary condition.

2.13 Method of Processing and Disposal

Contractor shall deliver all Garbage collected under the Contract to the King County Disposal System, unless otherwise negotiated with the City. If the King County Disposal System is not available, then Contractor shall dispose of all Garbage at any permitted and licensed site or facility where such disposal is lawful, as selected by Contractor in its sole discretion. Contractor shall deliver all Recyclables and Compostables collected under the Contract to permitted facilities of its choosing for the processing or disposal of such materials.

2.14 Service to City Facilities

As partial consideration for this Contract, Contractor shall provide free collection of Garbage, Recyclables and Compostables to those City-owned facilities listed in Exhibit A (“**City Facilities**”). Such free collection shall not apply to material which (i) is other than Garbage, Recyclables and Compostables generated at such City Facility through its normal operations and regular weekly service at the facilities listed in Exhibit A (e.g., construction and demolition waste), (ii) is not generated by the City, or (iii) is collected by third parties and delivered to a City Facility.

If the City requests collection services for additional City Facilities, or the volume of a category of material generated by City Facilities increases by 10% or more, then the Parties shall meet and confer in good faith to negotiate an appropriate adjustment to Contractor’s rates set forth herein.

2.15 Carts and Containers

The Contractor shall provide each Single-Family Premises and Residents in appropriate Multi-Family Premises (e.g., duplexes and tri-plexes) with one (1) Cart for Garbage, one (1) Cart for Recyclables, and one (1) Cart for Compostables. Cart sizes available are 20, 35, 64, and 96 gallons (96-gallons is the default size for Recycling and Compostables), at the election of the Customer. Contractor may require a Customer to utilize larger or additional Carts if the Customer’s volume of materials exceeds the Cart capacity. Contractor shall retain ownership of any Carts or other containers provided by Contractor in performing the services under this Contract. Cart deliveries (for new, replacement, and/or re-delivered Carts) shall be subject to the service rate schedule in Exhibit B. Contractor shall deliver Carts necessary to meet the service requirements set forth under this Contract upon a delivery schedule to be mutually agreed upon by the Contractor and the City.

Contractor shall provide each Commercial Premises, City Facility and Multi-Family Premises without Cart-based services with suitable detachable and/or drop-box Containers for Garbage, Recyclables (if desired with respect to Commercial Customers) and Compostables (if desired), as determined by Contractor. Available Container sizes and types are described in Exhibit B.

ARTICLE III - REPORTING REQUIREMENTS

3.1 Reporting Requirements

Contractor shall make available to the City for review monthly and annual reports regarding the number of customers for each class and level of service. The City shall have the right, during normal business hours and upon reasonable (at least three (3) business days') advance notice given to Contractor by the City, to inspect the books of Contractor. Contractor shall maintain billing records, customer lists, compliance records and customer complaints for a period of three (3) years or as required by law, whichever is the greater.

3.2 Contractor's Records; Access Inspection

The City shall have the right to inspect and copy all books, records and documents, and to interview any person, and to review any evidence in Contractor's possession and control that may assist the City in determining whether the Contractor is in compliance with the Contract. However, all financial, commercial, personnel, trade secret and technical information relating to the business of Contractor ("**Confidential Information**") acquired directly or indirectly by the City, including pursuant to any rate review or performance review hereunder, shall be kept by the City in strict confidence. The City shall not use Confidential Information for any reason or in any manner other than as expressly provided in this Article III. The Contractor acknowledges that the City is subject to chapter 42.56, the Public Records Act, and is required to disclose certain public records in the City's possession. If the City receives a third party request for any public record that the City has obtained from the Contractor under this Section, the City shall notify the Contractor of the receipt of such request, and the Contractor may, consistent with RCW 42.56.540, request court protection of such record(s).

ARTICLE IV - INSURANCE AND SAFEGUARDS

4.1 Insurance

Contractor shall procure and maintain for the duration of the Contract insurance for claims for injuries to persons or damage to property that may arise from or in connection with the performance of the services provided under this Contract by Contractor, its agents, representatives, employees or subcontractors. The cost of such insurance shall be paid by the Contractor. Failure to make insurance payments and to keep policies current shall be cause for Contract termination under Section 10.1.

Contractor's maintenance of insurance as required by this Contract shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise to limit the City's recourse to any remedy available at law or in equity.

4.1.1 Minimum Scope of Insurance

Contractor shall obtain insurance that meets or exceeds the following:

- (1) Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. The policy shall be endorsed to provide contractual liability coverage. The City shall be named as an additional

insured under the Contractor's Automobile Liability policy with respect to the work performed for the City, using ISO additional insured endorsement CG 20 48 02 99 or a substitute endorsement providing equivalent coverage.

(2) Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide the Aggregate per Project Endorsement ISO form CG 25 03 11 85 or a substitute providing equivalent coverage. There shall be no endorsement or modification of the Commercial General Liability insurance for liability arising from explosion, collapse or underground property damage. The City shall be named by endorsement as an additional insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City using ISO additional insured endorsement CG 20 10 11 85 or a substitute endorsement providing equivalent coverage.

(3) Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

(4) Pollution Legal Liability insurance covering losses caused by pollution conditions that arise from the operations of the Contractor.

(5) Hazardous Waste Hauling. To the Automobile Liability Minimum Scope of Insurance, add Pollution Liability coverage at least as broad as that provided under ISO Pollution Liability – Broadened Coverage for Covered Autos Endorsement CA 99 48 and the Motor Carrier Act Endorsement (MCS 90) shall be attached.

4.1.2 Minimum Amounts of Insurance

Contractor shall maintain the following insurance limits:

(1) Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$5,000,000 per accident.

(2) Commercial General Liability insurance shall be written with limits no less than \$5,000,000 each occurrence, \$5,000,000 general aggregate and a \$2,000,000 products-completed operations aggregate limit.

(3) Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

(4) Pollution Legal Liability. The Pollution Legal Liability shall be written in an amount of at least \$3,000,000 per loss, with an annual aggregate of at least \$3,000,000. Coverage may be written on a claims made basis.

(5) Employer's Liability each accident \$1,000,000. Employer's Liability Disease each employee \$1,000,000 and Employer's Liability Disease – Policy Limit \$1,000,000.

4.1.3 Deductibles and Self-Insured Retention

Any deductibles or self-insured retentions shall be for the account of Contractor and payment of such shall be made by Contractor without contribution from the City.

4.1.4 Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Commercial General Liability and Contractor's Pollution Liability coverage:

(1) The Contractor's insurance coverage shall be the primary insurance with respect to the City, its officials, employees and volunteers. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be in excess of the Contractor's insurance and shall not contribute with it.

(2) Coverage shall state that the Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(3) The Contractor's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice has been given to the City.

(4) The City will not waive its right to subrogation against the Contractor. . The Contractor's insurance shall be endorsed to waive the right of subrogation against the City, or any self-insurance or insurance pool coverage maintained by the City.

4.1.5 Acceptability of Insurers

Insurance to be placed with insurers with a current A.M. Best rating of not less than A: VII.

4.1.6 Verification of Coverage

The Contractor shall furnish the City with original certificates including but not necessarily limited to, the additional insured endorsement, evidencing the insurance requirements of the Contractor within ten (10) days of the date of execution of this Agreement by both parties.

4.1.7 Subcontractors

The Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor before commencement of work. All coverages for subcontractors shall be subject to all of the same insurance requirements as stated herein for the Contractor.

4.1.8 Contractor's Insurance Primary

The Contractor's insurance coverage shall be primary insurance as respects the City, but only as respect the liabilities assumed by Contractor under this Contract. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Contractor's insurance and shall not contribute with it.

4.2 Performance Bond

Contractor shall furnish to the City a proper performance bond to be approved by the City Attorney, conditioned that Contractor shall faithfully perform all the provisions and terms of the contract and related documents and pay all laborers, mechanics and subcontractors and material persons, and all persons who shall provide such Contractor with provisions and supplies for the carrying on of such work; which bond shall be signed by Contractor and two or more good and sufficient sureties or with Surety Company as Surety, and shall be in the amount of Fifty-Six Thousand Dollars (\$56,000.00). Said bond shall at all times be kept in full force and effect during the term of this Agreement. Contractor agrees to pay all costs, including attorney's fees, associated with the enforcement of said bond.

4.3 Indemnification and Hold Harmless Agreement

4.3.1 Indemnification

The Contractor shall defend, indemnify and hold the City and its volunteers, agents, employees, officials and/or officers, harmless from any and all claims, injuries, damages, losses or suits including attorneys' fees arising out of or resulting from or in connection with the performance of this Agreement, except for injuries or damages caused by the sole negligence of the City.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the City, its officers, officials, employees and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence. The provisions of this section shall survive the expiration or termination of this Agreement.

4.3.2 Waiver of RCW Title 51 It is further and specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

ARTICLE V - GARBAGE COLLECTION

5.1 Garbage Collection

For Residential Premises with Cart-based Solid Waste Services, Garbage shall be collected by the Contractor on a weekly basis, at the service levels and rates set forth in Exhibit

B. Commercial and Multi-Family Premises not receiving Cart-based Solid Waste Services shall have its Garbage collected by Contractor in accordance with the frequency, service levels and rates set forth in Exhibit B.

5.1.1 Carts; Containers

For Residential Premises with Cart-based Solid Waste Services, Garbage will be collected in Contractor provided Carts. Extra materials which do not fit neatly within the Customer's primary Cart/can shall be collected for an additional fee as set forth in Exhibit B and may be placed adjacent to the primary Cart in customer provided plastic bags which can be safely collected by Contractor's personnel and equipment. All Garbage from Commercial Premises, City Facilities and Multi-Family Premises with Container-based services will be collected in Contractor provided Containers, and extra materials which do not fit neatly within the Customer's primary Container shall be collected for an additional fee as set forth in Exhibit B and may be placed adjacent to the primary Container in Customer provided plastic bags which can be safely collected by Contractor's personnel and equipment.

ARTICLE VI - RECYCLABLES COLLECTION

6.1 General Recycling Provisions

For Residential Premises with Cart-based Solid Waste Services, Recyclables shall be collected on a Single Stream basis every other week, on the same days as Garbage collection. The cost of such Residential Recyclables collection shall be included in the rates for Residential Garbage collection set forth in Exhibit B.

For Multi-Family Premises with Cart/Container-based Solid Waste Service, Recyclables shall only be offered as Cart-based service and shall be collected on a Single Stream basis every other week. The cost of such Multi-Family Recyclables collection shall be included in the rates for Multi-Family Garbage collection set forth in Exhibit B.

Recyclables Collection services will be provided to Commercial Customers pursuant to separate agreements.

Contractor becomes the owner of Recyclables when they are placed in the Contractor's collection vehicle and, thereafter, the Contractor may market or manage them in any manner the Contractor deems to be economically feasible. The Contractor shall be responsible for all marketing and sale of Recyclables collected hereunder and shall be entitled to all proceeds therefrom.

6.2 Recycling Carts/Containers

Contractor will provide a 35, 64 or 96 gallon Cart to all Residential Customers with Cart-based Solid Waste Service. The default Cart size shall be 96 gallons, unless a Customer requests a different size.

Upon customer request, the Contractor will provide a 96 gallon Cart to Multi-Family Premises Customers with Cart/Container-based Solid Waste Service.

For each City Facility, Contractor will provide an appropriate sized Cart(s)/Container(s) to store Recyclables generated between collections by Contractor. Alternatively, the City may provide its own Container(s), so long as they are compatible with Contractor's collection vehicles.

ARTICLE VII - COMPOSTABLES COLLECTION

7.1 General Compostables Provisions

For Residential Premises with Cart-based Solid Waste Services, Compostables shall be collected every other week, on the same days as Garbage collection. The cost of such Residential Compostables collection shall be included in the rates for Residential Garbage collection set forth in Exhibit B.

Yard Waste and Food Waste may be commingled by such Residential Customers in the Compostables Cart. Small Commercial and Multi-Family Premises Customers with Cart/Container-based Solid Waste Services may participate in the Compostables collection program for the fees set forth in Exhibit B. Such Customers shall be provided a 96 gallon Cart(s).

Contractor becomes the owner of Compostables when they are placed in the Contractor's collection vehicle and, thereafter, the Contractor may market or manage them in any manner the Contractor deems to be economically feasible. Contractor shall be responsible for all marketing and sale of Compostables collected hereunder and shall be entitled to all proceeds therefrom.

7.2 Holiday Tree Collection

At no additional cost to the customer, the Contractor shall collect unflocked, undecorated, natural holiday trees (Christmas trees) during the first full week of regularly scheduled Compostable materials collection in January of each calendar year from all Single Family and Multi-Family Residences within the city limits. The Contractor shall not be obligated to collect holiday trees that are not properly placed at the curb, next to the compostables cart.

ARTICLE VIII - COMPENSATION

8.1 Contractor Rates

The Contractor shall charge the rates set forth in Exhibit B, as adjusted over time under this Contract, for all services performed (excluding those for which this Contract allows direct negotiation with Customers). The Contractor shall be responsible for billing and collecting funds from Residential and Commercial Customers in accordance with the rates listed in Exhibit B. There shall be a 15% low income senior citizens and/or low income disabled customer discount on residential rates afforded to qualifying customers in accordance with Pacific Ordinance No. 12-1831 and Pacific Municipal Code section 14.02.120. The City shall provide notification to the Contractor of qualifying customers and shall annually review the application process to ensure the integrity of those accounts receiving the discount.

The Contractor may occasionally provide services outside the scope of this Contract which are related to solid waste collection in the City. If pricing for such services are set forth in the

otherwise applicable WUTC tariff, such WUTC rates shall apply. Otherwise, the Contractor shall propose to the City a customer rate for the service. Upon approval of the City, the Contractor may proceed to offer that service.

The Contractor shall provide the City with 60 days prior written notice of any rate increases shall mail to each affected ratepayer any change to the schedule of prices at least 60 days prior to the proposed effective date of the rate increase.

8.1.1 CPI Adjustments to Collection Component

Commencing on July 1, 2016 and on the same date annually thereafter (the “**Adjustment Date**”), the collection component of Contractor’s rates set forth in Exhibit B (as adjusted hereunder) shall be automatically increased by 100% of the annual percent increase in the Consumer Price Index (“**CPI**”) - for Seattle, Tacoma, Bremerton (1982-84 = 100) for All Urban Consumers CPI-U), Not Seasonally Adjusted, All items (CUURA423SA0) as published by the Bureau of Labor Statistics for the twelve month period ending in February. At least sixty (60) days prior to the Adjustment Date, Contractor shall notify the City of the CPI adjustment to take effect on the Adjustment Date and shall provide the City with its computations therefor. Adjustments to the Contractor’s rates shall be made in units of one cent (\$0.01). Fractions less than one cent (\$0.01) shall not be considered when making adjustments. Annual CPI adjustments shall neither be negative nor greater than five percent. In the event the CPI index series increases year-on-year more than five percent, that portion of the CPI adjustment exceeding five percent shall carry forward to the next year, so long as the current year CPI adjustment does not exceed a total of five percent after application of the carry forward amount.

8.1.2 Pass Through Adjustment to Disposal Component

The disposal fee component of Contractor’s rates set forth in Exhibit B (as adjusted hereunder) shall be automatically adjusted to reflect increases in King County disposal fees for solid waste and increases in tip fees for compostables. Such adjustments shall be effective the date on which the modified fees go into effect, and based on Cart/Container content weights specified in Exhibit B of this Contract. The business and occupation tax shall be applied to these fees.

8.1.3 Periodic Adjustment Due to Extraordinary Circumstances:

The Contractor’s rates set by this Contract are calculated to pay certain expenses and costs that are of a contingent and uncertain nature. Therefore, in addition to the adjustments set forth in Section 8.1.1, 8.1.2 and 8.1.3, the Contractor’s rates under this Contract shall, upon written request of Contractor or City, be further adjusted for increased expenses associated with performance of the services hereunder due to any one or more of the following causes:

- (a) material changes in Contractor’s costs resulting from a Force Majeure event;
- (b) changes in the scope or method of services provided by Contractor or other changes or fees required, initiated, or approved by the City;

- (c) any change in law, statute, rule, regulation, ordinance, order or requirement of any federal, state, regional or local government that is effective after the Effective Date of this Contract;
- (d) any increase in surcharges, fees, assessments or taxes levied by federal, state or local regulatory authorities or other governmental entities upon the collection or disposal of City Solid Waste (excluding increases in King County disposal fees, for which Contractor receives an adjustment under Section 8.1.3);
- (e) a material fluctuation in the markets or market price for Recyclables, unforeseen increases in the cost of collection, handling, storing, transporting, marketing, or sale or other disposition of Recyclables, the need for increased promotional or educational activities pertaining to recycling or any changes to the definition of “Recyclables” set forth herein;
- (f) any other extraordinary circumstances or causes or reasons that are not within the reasonable control of Contractor.

If Contractor requests an adjustment due to the extraordinary circumstances set forth above, Contractor shall prepare a rate adjustment request setting forth its calculation of the increase costs and accompanying rate adjustment necessary to offset such increased costs. The City may request any and all documentation and data reasonably necessary to evaluate such request by Contractor, and may retain, at its own expense, an independent third party to audit and review such documentation and such request. If such third party is retained, the City shall take reasonable steps, consistent with state law, to protect the confidential or proprietary nature of any data or information supplied by Contractor. The City shall act within ninety (90) days of receipt of the request from Contractor, and shall either approve or disapprove the request, provided that approval shall not be unreasonably withheld. The Contractor shall mail to each affected ratepayer any change to the schedule of prices at least 60 days prior to the proposed effective date of the rate increase.

8.2 Road Maintenance City Fee

Contractor shall pay City xxx of gross revenues collected each complete calendar quarter during the term of this Contract (“**Quarterly Fee**”). Such payments shall be made by Contractor on or before the twentieth (20th) day of the month following the applicable quarter. The term “gross revenues” means any and all revenue or compensation actually collected by Contractor from Customers under this Agreement for the exclusive collection, transportation, processing, recycling and disposal of City Solid Waste, in accordance with Generally Accepted Accounting Principals (GAAP), net of Quarterly Fees. The term gross revenues, for purposes of this Agreement, shall not include any: a) City, or other federal, state, or local taxes or surcharges; b) any Customer late fees, NSF charges, interest, or reactivation charges; or c) any revenues generated from the sale of Recyclables or any recycling rebates received from the State.

The Road Maintenance City Fee amount may be changed by the City in any year, provided that the change is synchronized with the annual Contractor rate modification described in Section 8.1.1 and that the Contractor’s rates are adjusted accordingly to pass through any

changes in the Road Maintenance City Fee such that the Contractor remains whole. The City shall notify the Contractor of the new Road Maintenance City Fee for the following year by March 1st, and the Contractor shall itemize and include the appropriate adjustment in its rate modification notice to the City each year. In the event that the Road Maintenance City Fee is adjusted, either up or down, the Contractor shall add or subtract an amount equivalent to the state business and occupations tax, as may be adjusted from time to time by the State of Washington, to the rate adjustment calculation to keep the Contractor whole.

ARTICLE IX - BILLING SERVICES AND CUSTOMER EDUCATION

9.1 Contractor Billing

Contractor shall be responsible for billing and collection of all charges, fees and taxes for the collection of City Solid Waste pursuant to this Contract. Contractor shall also perform all customer service functions related to billing and responding to any Customer inquiries. If City ever levies a utility tax or other gross receipts tax, Contractor agrees to collect and remit such taxes to the City without any additional charge for the administrative expense incurred in collection and remitting such taxes.

9.2 Collection for Non-Payment

The Contractor may bill to Customers a late payment fee, interest, NSF check charges, as well as all costs associated with bad debt collection. Interest shall accrue on delinquent charges at the rate set forth by the Contractor until paid in full, but shall not exceed usury rates established in Chapter 19.52 RCW. If a Customer becomes sixty (60) days delinquent on a Contractor invoice, Contractor shall reduce their service to the minimum service level within their class of service. The Contractor may make arrangements for third party collection and/or lien the property for the debt and may petition the City to discontinue service to any delinquent customer. The City shall not unreasonably withhold approval. In the event of discontinued service, the Contractor may charge a redelivery fee of \$25.00 should the Customer request to reinstate their service after paying all overdue balances. The redelivery fee in Exhibit B includes all three carts for Single-family Customers.

The Contractor shall provide the City with a listing of all delinquent customers on a monthly basis, by the thirtieth (30th) day of each month for the month preceding. The listing shall include customer name, address, regular subscription level, amount due on the account and number of days delinquent.

9.3 Suspending Collection from Problem Customers

The City and Contractor acknowledge that, from time to time, some Customers may cause disruptions or conflicts that make continued service to that Customer unreasonable. Those disruptions or conflicts may include, but not be limited to, repeated damage to Contractor-owned Carts/Containers, repeated refusal to position Garbage, Recyclables and Compostables containers properly for automated collection, repeated suspect claims of timely set-out followed by demands for return collection at no charge, repeated claims of Contractor damage to a Customer's property, or other such problems.

The Contractor shall make reasonable efforts to provide service to those problem Customers. However, the Contractor may deny or discontinue service to a problem Customer if reasonable efforts to accommodate the Customer and to provide services fail and the City has provided approval. The City may not unreasonably withhold approval. The City may also require the denial or discontinuance of service to any Customer who is abusing the service or is determined to be ineligible.

9.4 Promotion, Education, and Outreach

The Contractor shall have primary responsibility for developing, designing and executing general waste reduction/recycling public education and outreach programs, with the assistance and cooperation of the City. The Contractor shall have primary responsibility for providing service-oriented information and outreach to Customers and implementing ongoing recycling promotion, at the direction of the City. The Contractor shall develop, design and distribute at least annually to each customer, education materials describing what constitutes hazardous and dangerous waste and notifying the customer that the Contractor may collect additional fees if hazardous or dangerous wastes are improperly disposed of in solid waste containers.

The Contractor shall keep the public informed of programs and encourage participation through an Annual Service Update. The Contractor shall provide an Annual Service Update for the Residential and Multi-Family sector, the format, content and timeframe of which shall be subject to prior review and approval by the City. The Annual Service Update shall be mailed to all Residential Customers and Multi-Family Property Managers and, at a minimum, shall include an informational brochure indicating all services available, preparation and other service requirements, contact information, inclement weather and other policies, a collection calendar and other useful Customer information.

The Contractor shall develop, print, periodically update and maintain sufficient quantities of new Customer information materials, the format and content of which shall be subject to prior review and approval by the City. Upon approval, materials shall be delivered in a manner agreeable to the City to every new Residential Customer prior to the Customer's first billing and shall, at a minimum, include a statement of applicable rules and service policies, rates, services and preparation requirements, collection days in calendar format, Contractor customer service information and City contact information.

The Contractor shall annually contact all Commercial Customers to promote recycling services and conduct, as necessary, onsite audits, education, and options to reduce garbage service levels through various recycling programs.

ARTICLE X - DEFAULTS

10.1 Termination

Except for the occurrence or existence of Force Majeure, in the event of any material failure or refusal of Contractor to comply with any obligation or duty under this Contract, the City and Contractor shall meet and confer in good faith in an effort to agree on a resolution of the breach. If the Parties are unable to agree on the informal resolution the breach, and the

Contractor has violated a material provision of this Contract, the City may provide Contractor with written notice of the default, stating the specific reasons for default and the provisions of the Contract which have been violated. The Contractor shall then have thirty (30) days to cure such default, or commence to cure such default if it is of a nature that cannot be cured within the prescribed timeframe. If the Contractor fails to cure the default within the stated period, or fails to commence such cure in a manner reasonably satisfactory to remedy the stated reason, then the City may at its option terminate all or a portion of this Contract. The City reserves the right to pursue any remedy available at law for any default of the Contractor, including enforcement of the Bond.

The City shall be in default of this Contract if it violates any material provision of this Contract. The Contractor reserves the right to pursue any remedy available at law for any default by the City. In the event of default, the Contractor shall give the City written notice of the default, stating the specific reasons for default and the provisions of the Contract which have been violated. The City shall then have thirty (30) days to cure such default, or commence to cure such default if it is of a nature that cannot be cured within the prescribed timeframe. If the City fails to cure the default within the stated period, or fails to commence such cure in a manner reasonably satisfactory to the Contractor to remedy the stated reason, then the Contractor may at its option terminate this Contract.

10.2 Liquidated Damages

As a breach of the mandatory Collection service provided by this Contract would cause serious and substantial damage to City and its residents, and the nature of this Contract would render it impracticable or extremely difficult to fix the actual damage sustained by City by such breach, it is agreed that in case of breach of service, City may elect to collect liquidated damages for each such breach and Contractor shall pay City as liquidated damages and not as penalty, the amounts set forth in Exhibit C, such sums being the amount which City will be damaged by the breach of such services. An election to seek such remedy shall not be construed as a waiver of any remedies City may have as to any subsequent breach of services under this Contract. Liquidated damages shall not apply if the breach caused by a force majeure event.

Fines may be levied only with respect to Residential Collections and Commercial Garbage Collections. Fines may be levied if documented in an incident report presented by the City to the Contractor. The City reserves the right to make periodic, unscheduled inspection visits to determine the Contractor's compliance with the Contract terms. For multiple or continuous violations not falling within the previous sections, the City may assess a cumulative maximum fine of up to one thousand dollars (\$1,000.00). Any fine may be appealed by the Contractor to the City Council whose decision in the matter will be final.

Liquidated damages will be reasonably applied and may be levied only if documented in an incident report presented by the City to the Contractor. The Contractor shall be notified and provided a copy of an incident report and shall be given 24 hours to cure the problem (if applicable) before liquidated damages are invoiced to the Contractor, except in the case of incidents for which, due to the nature of the event, a "cure" is not possible. Such liquidated damages as City shall elect to collect shall be billed to Contractor and be paid within twenty (20)

days. Application of these damages may be appealed within ten (10) days by Contractor to the Contract Administrator, whose decision shall be final.

ARTICLE XI - ANNEXATION

11.1 Franchise Rights/Annexations

If, during the term of this Contract, additional territory is added to the City through annexation or other means and the Contractor has an existing WUTC certificate or other franchise for collection at the time of annexation, the Contractor agrees by accepting this Contract from the City, that the certificate or franchise applicable to the annexed areas shall be deemed canceled on the effective date of the annexation. The Contractor shall service the newly annexed areas either under the terms and conditions set forth in this Contract or retain current WUTC rates for service, solely at the discretion of the Contractor.

This Contract is in lieu of a franchise as provided in RCW 35A.14.900. The Contractor agrees that their certificate applicable to those annexation areas shall be cancelled effective the date of annexation by the City. The Contractor expressly waives and releases its right to claim any damages or compensation from the City, its officers, agents, or assigns arising out of the cancellation of any pre-existing permit or franchise held by the Contractor prior to annexation, and further specifically waives the right to receive any additional compensation or any rights of collection in the newly annexed territory. The term during which the Contractor will service any future annexation areas shall be ten (7) years, notwithstanding the term set forth in Article 1 of this Agreement.

ARTICLE XII - MISCELLANEOUS

12.1 Non-Waiver

The failure of any Party to enforce any Contract provision is not and shall not be construed as a waiver of that provision. The payment or acceptance of compensation subsequent to any breach is not and shall not be construed as an acceptance of that breach. All waivers must be in writing.

12.2 Notices

Any notices to be sent to the City shall be sent to the Contract Administrator at the following address:

Attn: City Administrator
City of Pacific
100 3rd Avenue SE
Pacific, WA 98047

Any notices sent to Waste Management of Washington, Inc. shall be sent to:

Mary S. Evans, Area Director of Public Sector Services
Waste Management of Washington, Inc.

720 4th Avenue, Suite 400
Kirkland, WA 98033

12.3 Severability

If any provision of this Contract is held to be void, invalid or unenforceable under any applicable law by a court of competent jurisdiction, the remaining provisions of the Contract shall remain in effect and bind the parties.

12.4 Entire Agreement

This Contract and all Exhibits hereto constitute the entire agreement between City and Contractor, and there are no promises, conditions, terms, obligations, statements, or guarantees other than those contained herein. No modifications or amendments shall be valid unless in writing and fully executed by both parties.

12.5 Attorneys' Fees

In the event of any action or proceeding to enforce, interpret, construe, or otherwise resolve a dispute between the parties arising from any term, condition or provision of this Contract, the substantially prevailing party in such action or proceeding shall be entitled to recover, in addition to all other relief, from the other party, reasonable attorneys' fees incurred by the substantially prevailing party in connection with such action or proceeding, including but not limited to any appeal thereof.

12.6 Change in Service

Contractor shall give sixty (60) days written notice to the Contract Administrator of any change which affects the date of collection, provided that no change in the terms of this Contract may be made unless agreed to in writing by the Contract Administrator.

12.7 Assignment

This Contract may not be assigned or transferred by Contractor, without the prior written consent of the City Council, as evidenced by a City Resolution and the signature of the Mayor. The City may withhold its consent to assignment or transfer of this Contract, in its sole discretion. In the event of an unauthorized assignment or transfer, the City reserves the right to cancel or terminate the Contract.

12.8 Force Majeure

Provided that the requirements of this section are met, Contractor shall be excused from performance and shall not be liable for failure to perform under this Contract if Contractor's performance is prevented or delayed by acts of terrorism, acts of God, landslides, lightning, forest fires, storms, floods, typhoons, hurricanes, severe weather, freezing, earthquakes, volcanic eruptions, other natural disasters or the imminent threat of such natural disasters, pandemics, quarantines, civil disturbances, acts of the public enemy, wars, blockades, public riots, strikes, lockouts, or other labor disturbances, acts of government or governmental restraint or other causes, whether of the kind enumerated or otherwise, and whether foreseeable or unforeseeable, that are not reasonably within the control of the Contractor ("**Force Majeure**"). If as a result of a Force Majeure event, Contractor is unable wholly or partially to meet its obligations under this Contract, it shall give the City promptly written notice of the Force Majeure event, describing it

in reasonable detail. The Contractor's obligations under this Contract shall be suspended, but only with respect to the particular component of obligations affected by the Force Majeure and only for the period during which the Force Majeure exists. The City and Contractor will engage in disaster preparedness planning to address service response in the event of an emergency or Force Majeure in an effort to minimize interruptions in performance under this Agreement.

12.9 Applicable Law / Venue

This Contract shall be governed by the laws of the State of Washington. Venue for any action hereunder shall be in King County Superior Court.

12.10 Independent Contractor

The Parties agree and acknowledge that Contractor is an independent Contractor and not an agent or employee of the City, and that no liability (except as provided herein) shall attach to the City as a result of the acts or omissions of Contractor, its employees, agents, or assigns. Contractor shall have no authority to execute agreements or to make commitments on behalf of the City, and nothing contained in this Contract shall be deemed to create the relationship of employer and employee or principal and agent between the City and Contractor.

12.11 Subcontracting

The Parties intend that Contractor shall perform pursuant to the terms of this Contract with its own employees. However, in the event any incidental subcontractor services are necessary, Contractor agrees to be responsible for the standards of performance of any subcontractor. Contractor agrees that no subcontractor shall relieve Contractor of any obligations under this Contract.

12.12 Taxes and Fees

Contractor acknowledges that it is responsible for the payment of any local, state, or federal taxes or fees with respect to Contractor's agents and employees, and any taxes or licenses applicable to Contractor's business activity.

12.13 Insolvency; Right to Terminate Contract

In addition to other terms of this Contract, any or all of the following shall be considered events of default of this Contract, allowing the City to terminate the Contract if such events are not cured within 10 days of written notice: a) if Contractor petitions any court to be adjudged a bankrupt; b) if a petition in bankruptcy is filed in any court against Contractor; c) if Contractor is adjudged to be insolvent; d) if Contractor is adjudged to be bankrupt; e) if a receiver or other officer is appointed to take charge of the whole or any part of Contractor's property or to wind up or liquidate its affairs; f) if Contractor seeks reorganization under the Federal Bankruptcy Code, as amended; or g) if Contractor admits in writing its inability to pay its debts as they become due.

12.14 Reservation of Municipal Authority

The City specifically reserves the right to enact general municipal ordinances and resolutions affecting all businesses and persons in the City. Should the City make changes to their general municipal ordinance and resolutions which impact the solid waste business, the

Contractor shall be notified at least thirty (30) days in advance of the date for which the ordinance or resolution is noted as an agenda item at a city council meeting.

12.15 Successors and Assigns

This Contract shall be binding upon the Parties and their successors and assigns.

12.16 Corporate Authority

Each individual executing this Contract on behalf of a corporation or entity represents and warrants that he/she is duly authorized to execute and deliver this Contract on behalf of the corporation or entity.

12.17 Dispute Resolution

In order to have an administrative mechanism for promptly mediating Customer complaints regarding billing for or the collection of Garbage, Recyclables, or Compostables, the City and the Contractor agree as follows: 1) the Contractor shall first make a good faith effort to resolve a Customer's complaint; 2) in the event the Customer is not satisfied with the Contractor's resolution, the complaint shall be forwarded to the City's Mayor or Mayor's designee who shall resolve the complaint after discussing the matter with the Customer and the Contractor.

Agreed to as of this _____ day of _____, 2015:

City of Pacific

Waste Management of Washington, Inc.

By: _____
Mayor

By: _____
Its: _____

Attest:

By: _____
City Clerk

Approved as to form:

City Attorney

EXHIBIT A

LIST OF CITY FACILITIES

- 1). Pacific City Hall-100 3rd Avenue S.E.
1-4yard MSW 1x/week
1-2yard REC 1x/week
1-64gallon REC 1x/week
- 2). Pacific Fire and Police -133 3rd Avenue S.E.
2-96gallon REC Carts 1x/week
1-3yard MSW 1x/week
1-64gallon REC 1x/week
- 3). Well – 521 Ellington Rd, Algona
- 4). Reservoir – 331 County Line Rd
- 5). All City Park Facilities
 - 5a). City of Pacific Blueberry Park – 117 5th Avenue SW
Serviced at 1 Milwaukee Boulevard & 5th
1-35gallon MSW 1x/week
 - 5b). City of Pacific Strawberry Park – 124 Strawberry Court SW
Serviced at Yakima Boulevard and Otter Dr.
 - 5c). City of Pacific Sunset Park – 240 Sunset Drive
 - 5d). Pacific City Park – 600 3rd Avenue SE
1-6yard MSW 1x/week
 - 5e). City of Pacific Rhubarb Park – xxx Rhubarb Street SW
Serviced at Rhubarb Street SW & Yakima
1-35gallon MSW 1x/week

5f). City of Pacific Beaver Park – 550 Beaver Boulevard
Served at Coyote Dr. & Beaver Boulevard
1-35gallon MSW 1x/week

6). Pacific Algonia Community Center Gymnasium – 305 Milwaukee Ave.

7). Pacific Algonia Community Senior Center – 100 3rd Ave SE

DRAFT

EXHIBIT B
SERVICE RATE SCHEDULE

DRAFT

EXHIBIT C

LIQUIDATED DAMAGES

Missed collection that is not collected within a 24 hour period after being notified:	\$50.00 per incident to a maximum of \$500 per truck per day
Repetition of complaints on a route after notification to replace can or detachable container in designated locations, spilling, not closing gate, crossing planted areas, or similar violations:	\$25.00 per incident to a maximum of \$500 per truck per day
Commencement of residential collection prior to 6:00 a.m. or after 10:00 p.m. Also applies in other areas within 300 feet of residential sections.	\$100.00 per incident (each truck on each route is a separate incident)
Failure to collect spillage consistent with the provisions of this Contract (except where caused by overloading by the customer).	\$25.00 per incident
Collection from residential premises on other than the day specified without appropriate notice as specified in this Contract.	\$25.00 per structure, to a maximum of \$750.00 per truck, per day.
Failure to collect within twenty-four (24) hours after notification of a missed collection of an entire block segment of 1-4 unit residences. (This excludes collection days prevented by snow and ice, holiday rescheduling and construction).	\$150.00 per block segment.
Collection of material set out for pick up under different collection program, if clearly marked for recycling or charitable purposes if self-evident.	\$25.00 per incident, up to a maximum of \$750.00 per truck per day.
Failure to deliver recyclable materials or yard waste containers within seven (7) business days of notice.	\$10.00 per container, per day.
Misrepresentation by Contractor of records.	\$250.00 per incident report.
Failure to clean or replace detachable containers within seven (7) business days of notification by City.	\$25.00 per container per day.
Failure to maintain clean and sanitary cleaning facilities and vehicles.	\$25.00 per vehicle to a maximum of \$100.00 per visit.
Landfilling uncontaminated recyclables or yard waste.	\$100.00 per ton with no maximum; minimum of \$100.00 per incident.

Pursuant to Section 12.8 of the Contract, labor disturbances, such as strikes and lockouts, are Force Majeure events. However, notwithstanding Section 12.8, the City may assess the first liquidated damage item listed above for missed collections due to labor disturbance Force Majeure events if make-up collections are not performed within seven (7) days from the 24-hour make-up collection deadline. In the event that a labor disturbance causes Contractor to miss more than one regular service cycle/pick-up, the Contractor shall provide each such affected Customer credit for all service missed due to the labor disturbance including the first missed cycle. The credit shall be equal to the Customers' regular rate that is attributable to the missed service, including all taxes and fees. The credit shall be placed on the Customer's next regular invoice.

EXHIBIT D
CITY SERVICE AREA

DRAFT

DRAFT

Waste Management Solid Waste Services Agreement Financial Analysis

City Staff held a meeting with representatives of Waste Management this past Wednesday (June 9th). We discussed every aspect of the proposed franchise agreement with Waste Management for solid waste services, including questions that were asked by Council, Mayor, City Attorneys and City Staff. This analysis summarizes the discussion about the potential financial impact of the contract on the City's revenue (utility taxes and franchise fees).

Waste Management has included three versions for the City to levy franchise fees. One version is 3%, a second version is 4% and the third version is 5% for franchise fees.

- Version one (3%) costs the City potentially approximately \$53,000 in revenue annually, based upon receipts from 2014 and 2015 (projected).
- Version two (4%) costs the City potentially an estimated \$41,000 annual revenue.
- Version three (5%) costs the City potentially an estimated \$31,000 annual revenue.
- Version two costs the residential customer (32 gal can) an estimated \$3 per year.
- Version three costs the residential customer an estimated \$6 per year.

A significant item of interest to note is that the City has approximately 300 (over 25%) households in King County that do not have solid waste services. They are out of compliance with City Code and once this is enforced the projected losses of City revenue could be significantly decreased.

Richard A. Gould
City Administrator

Fund Cash change:



Agenda Bill No. 15-084

TO: Mayor Guier and City Council Members
FROM: Public Works
MEETING DATE: June 15, 2015
SUBJECT: Abatement of Nuisance Tree

ATTACHMENTS: Resolution No. 2015 - 263
 Exhibit A
 Exhibit B

Previous Council Review Date: N/A

Summary: Pacific Municipal Code (P.M.C.) 8.20.030 defines “...trees, shrubs or vegetation or parts thereof which so overhang any sidewalk or street or which are growing thereon in such manner as to obstruct or impair the free and full use of the sidewalk or street by the public, are public nuisances.” Pursuant to this definition a nuisance tree exists on private property located at 502 3rd Avenue SW (Tax Parcel # 3353404460). The tree in question is located at the intersection of 3rd Avenue and West Valley Highway approximately 200-feet north on the west side of the road.

Six (6) certified letters have been sent to the property owner requesting that the identified nuisance tree be removed.

- January 27, 2015 – The first certified letter was sent to the property owner requesting removal of the nuisance tree located on this property. No return receipt was received by the City and the letter was returned as undeliverable on February 9, 2015.
- February 10, 2015 – The second letter was sent to the property owner at a different address requesting removal of the same nuisance tree. No return receipt was received by the City and the letter was returned as undeliverable on February 27, 2015.
- March 2, 2015 – The third certified letter was sent to the property owner at a third address requesting removal of the nuisance tree. No return receipt was received by the City and the letter was returned as undeliverable on April 29, 2015.
- April 2, 2015 – The fourth certified letter was sent to the property owner to the address identified in the third letter specifying that the nuisance tree needed to be removed by April 16, 2015 or additional enforcement action would follow. No return receipt has been received by the City and the letter was returned as undeliverable on May 23, 2015.
- May 12, 2015 – A fifth certified letter was sent to the property owner, return receipt requested, at the mailing address identified in the second letter. This property owner and his attorney have been communicating with the City on a different matter. Therefore, the City Attorney recommended that a copy of this letter be sent to the property owner’s attorney. This letter specifies that the nuisance tree needs to be removed by May 22, 2015 or additional enforcement action would follow. No return

receipt has been received by the City, nor has the property owner's attorney contacted the City and the letter was returned as undeliverable on May 29, 2015.

- June 9, 2015 – Letter sent certified, return receipt requested, to the property owner at the same address as the second and fifth letter and a copy to the property owners' prior legal counsel. The letter informs the property owner of a resolution to be heard before City Council on June 15, 2015 to authorize staff to abate the nuisance tree if property owner has not removed the nuisance by date established in the resolution. Said resolution further authorizes the City to bill property owner for expenses to abate the tree and to lien the property if the bill for abatement is not paid within thirty (30) days of presentment of the bill.

PMC 8.20.050 specifies that City staff *"...shall enforce this chapter and if any property owner fails or refuses to abate any such nuisance as contemplated by PMC 8.20.030, the city council may, after report filed by the street superintendent, by resolution require such property owner, in addition or alternative to the penalties prescribed by PMC 1.16.010, to abate the nuisance by removal or destruction, at his cost and expense within a time specified in the resolution; and if the removal or destruction is not made by such owner within the time specified, the street superintendent may abate the same as provided in PMC 8.20.080."*

Pursuant to PMC 8.20.050 this "report" is an official request to City Council to pass a resolution that (a) fixes a timeframe for the property owner to abate the nuisance tree, (b) authorize City staff to abate the nuisance tree, if the tree has not been removed in the specified timeframe, (c) mail the bill to the property owner for the cost of the tree abatement and lien the property for the cost of tree abatement, if the bill is not paid within thirty (30) days of the mailing date.

Recommendation/Action: Staff recommends Council approve Resolution No. 2015- 263, to authorize City staff to abate the nuisance tree located at 502 3rd Avenue SW.

Motion for Consideration: I move to approve Resolution No. 2015-263, a Resolution Declaring a Violation of Pacific Municipal Code Chapter 8.20 authorizing the abatement and removal of the nuisance tree located at 502 3rd Avenue SW.

Budget Impact: Estimate \$500 - \$1,000 to remove the tree and another \$500 - \$1,000 for administrative staff time to enforce removal of the nuisance tree.

Alternatives: Do nothing and let nature abate the tree.

**CITY OF PACIFIC,
WASHINGTON**

RESOLUTION NO. 2015-263

A RESOLUTION OF CITY OF PACIFIC, WASHINGTON, DECLARING A VIOLATION OF PACIFIC MUNICIPAL CODE CHAPTER 8.20 (OBSTRUCTING OR HAZARDOUS VEGETATION) RELATING TO A TREE OVERHANGING A CITY STREET LOCATED AT 502 – 3RD AVENUE SOUTH IN PACIFIC, WASHINGTON, DECLARING THE SAME TO BE A PUBLIC NUISANCE, REQUIRING ABATEMENT BY THE PROPERTY OWNER AND UPON FAILURE OF THE PROPERTY OWNER TO PERFORM SUCH ABATEMENT, AUTHORIZING ABATEMENT OF THE NUISANCE TREE AND COST RECOVERY BY THE CITY, AS ALLOWED BY SECTION 8.20.080 OF THE PACIFIC MUNICIPAL CODE.

WHEREAS, all owners and users of property within the City have a legal duty to maintain their property and ensure that the property they own and/or use is properly maintained, kept free of vegetation that constitute a nuisance which endangers the public health, safety and welfare; and

WHEREAS, the City Public Works Director, through visual inspection, determined that there is a tree located on private property at 502 3rd Avenue S.W, which overhangs West Valley Highway (as shown in Exhibit A, attached hereto and incorporated herein by this reference) in such manner as to obstruct or impair the free and full use of the street by the public, and is therefore a public nuisance in violation of PMC Section 8.20.030; and

WHEREAS, the City Public Works Director has caused to be sent, through the U.S. Postal Service, five certified letters to the owner of the property, as shown in the County assessment records for the property (AALCO PACIFIC INC) informing the property owner of the violation of Pacific Municipal Code Chapter 8.20 and of the need to abate the nuisance on or before May 22, 2015; and

WHEREAS, the City received no response from AALCO PACIFIC INC and the nuisance remains unabated; and

WHEREAS, on June 9, 2015, the City Public Works Director sent a notice to AALCO PACIFIC INC by U.S. Postal Service, informing the property owner that a City Council meeting is scheduled for June 15, 2015, for the purpose of the City Council's consideration of this Resolution No. 2015-263, which describes the property involved, describes the condition of the tree, describes the manner in which the tree constitutes a nuisance as defined in PMC Section 8.20.030, and the fact that the tree must be abated on or before June 15, 2015 or the property owner may suffer the consequences set forth in PMC Section 8.20.080; and

WHEREAS, PMC Section 8.20.060 provides that Resolution No. 2015-263 shall not be passed until the property owner is given at least 10 days' notice of the pendency of the proposed resolution, and that the notice shall be given by mailing, posting on the property and publication in the City's official newspaper; and

WHEREAS, the Public Works Director has attested that such mailing, posting and publication has taken place at least five days before the City Council's adoption of the Resolution in an affidavit that is on file with the City Clerk;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PACIFIC, WASHINGTON, AS FOLLOWS:

1. Declaration of Nuisance. Based on the evidence presented by the Public Works Manager at the June 15, 2015 public meeting, the City Council hereby declares that the tree located at 502 3rd Avenue SW, Pacific, WA is a nuisance because it is dead and overhangs West Valley Highway (as shown in the attached photograph, attached hereto as Exhibit A, which was taken on April 27, 2015. This unabated vegetation nuisance exists in violation of Pacific Municipal Code (PMC) Chapter 8.20 (Obstructing or Hazardous Vegetation). The property owners, AALCO PACIFIC INC are responsible for compliance with all applicable requirements PMC 8.20.
2. Notice. The City Public Works Manager has sent five certified letters to the property owners, requesting that the nuisance tree be removed, and the last of these letters required abatement on or before June 15, 2015.
3. Failure to Abate. The property owners have failed to abate the nuisance tree by this deadline, which tree still exists and overhangs West Valley Highway, as shown in the photograph attached hereto as Exhibit A.
4. Notice of this Resolution. The City is required to provide notice to the property owners of the pendency of this Resolution, as provided in PMC Section 8.20.060. On June 9, 2015, the Public Works Manager mailed such notice, with a copy of this Resolution, to the property owner at, which satisfied the requirement that 10 days' notice of the pendency of the Resolution be provided. On June 16, 2015, the Public Works Manager posted the property with a notice describing the substance of this Resolution at least five days prior to the adoption of this Resolution. On June 9, 2015 the Public Works Manager caused a notice describing the substance of this Resolution to be published in one issue of the official newspaper, at least five days prior to the adoption of this Resolution. The City has complied with the procedural requirements of PMC Chapter 8.20, and the Public Works Manager's affidavit demonstrating such compliance is on file with the City Clerk.
5. Failure to Abate/Respond. As of the date of the drafting of this Resolution, AALCO PACIFIC INC have failed to respond or to otherwise remedy or remove the identified nuisance.

6. Deadline for Abatement by Property Owners. Pursuant to PMC Section 8.20.080, the City Council hereby requires that the nuisance tree located at 502 – 3rd Avenue S.W., Pacific Washington, be removed on or before June 30, 2015.
7. City Abatement Allowed after Deadline for Abatement. If the nuisance tree has not been removed on or before the deadline set forth in No. 6 above, then the Public Works Manager shall, without further notice or process, take all necessary actions to abate the above-identified nuisance and remove the nuisance tree from 502 3rd Avenue SW, Pacific, WA.
8. Cost Recovery Allowed. The Public Works Manager shall compile an itemization and documentation of all of the City’s direct and indirect costs associated with the abatement of the nuisance on the subject property and shall mail a certified statement of all such costs to the property owners. If the property owners fail or refuse to pay the bill in full within 30 days of presentment, then the Public Works Manager may, without further notice to the property owner, record the bill with the King County Assessor’s Office as a lien on the property, in the same time and manner and enforced and foreclosed as provided by law for liens for labor and material.

APPROVED BY THE CITY COUNCIL ON _____, 2015.

LEANNE GUIER, MAYOR

ATTEST:

AMY STEVENSON-NESS, CITY CLERK

Approved as to form:

JAMES KELLY, ASSISTANT CITY ATTORNEY

EXHIBIT A



502 3rd Avenue S.W (West Valley) Picture 1 – 04-27-2015

EXHIBIT A



502 3rd Avenue S.W (West Valley) Picture 2 – 04-27-2015

EXHIBIT A



502 3rd Avenue S.W (West Valley) Picture 3 – 04-27-2015



CITY OF PACIFIC
100 3RD AVENUE SOUTHEAST
PACIFIC, WASHINGTON 98047
CITY HALL (253) 929-1100
FAX (253) 939-6026

January 27, 2015

C/O Mr. Jerry Petrich
AALCO PACIFIC INC
502 3rd Avenue SW
Auburn, WA 98001

Re: Nuisance Tree

Dear Mr. Petrich:

This letter is to inform you of the need to remove a nuisance tree located on your property.

The tree in question is dead and overhanging the public right-of-way. It is located approximately 200-feet north of the 3rd Avenue and West Valley Highway intersection on the west side of the road.



January 26, 2015

Pacific Municipal Code provides that the nuisance described is prohibited (8.20.030) and to be abated by the property owner (8.20.050).

Please contact me at your earliest convenience to discuss this matter and advise me as to your proposed schedule of correction. Thank you.

Sincerely,

Lance Newkirk
Public Works Manager

EXHIBIT NO. B
Submitted @ Public Hearing Date _____
Planning Commission _____
Hearing Examiner _____
City Council _____
Project: _____
File No. _____
CITY OF PACIFIC WA
Community Development Dept.



CITY OF PACIFIC
 100 3RD AVENUE SOUTHEAST
 PACIFIC, WASHINGTON 98047
 CITY HALL (253) 929-1100
 FAX (253) 939-6026

February 10, 2015

C/O Mr. Jerry Petrich
 AALCO PACIFIC INC
 30127 33rd Avenue SW
 Federal Way, WA 98003

Re: Nuisance Tree

Dear Mr. Petrich:

This letter is to inform you of the need to remove a nuisance tree located on your property.

The tree in question is dead and overhanging the public right-of-way. It is located approximately 200-feet north of the 3rd Avenue and West Valley Highway intersection on the west side of the road.



January 26, 2015

Pacific Municipal Code provides that the nuisance described is prohibited (8.20.030) and to be abated by the property owner (8.20.050).

Please contact me at your earliest convenience to discuss this matter and advise me as to your proposed schedule of correction. Thank you.

Sincerely,

Lance Newkirk
 Public Works Manager

EXHIBIT NO. B
 Submitted On 02/10/15 the Hearing Date
 Planning Commission
 Hearing By _____
 City Council
 Project: _____
 File No. _____
 CITY OF P/ WA
 Community De/ Dept



CITY OF PACIFIC
100 3RD AVENUE SOUTHEAST
PACIFIC, WASHINGTON 98047
CITY HALL (253) 929-1100
FAX (253) 939-6026

March 2, 2015

C/O Mr. Jerry Petrich
AALCO PACIFIC INC
302 West Valley HWY S
Pacific, WA 98047

Re: Nuisance Tree

Dear Mr. Petrich:

This letter is to inform you of the need to remove a nuisance tree located on your property. I sent two previous letters to alert you of this problem. The letters were dated January 27 and February 10, 2015; however, those letters came back as undeliverable due to incorrect ownership addressing from the King County Assessor Office database.

The issue that the City wishes to inform you of is a dead tree that overhangs the public right-of-way that needs to be abated. The tree is located approximately 200-feet north of the 3rd Avenue and West Valley Highway intersection on the west side of the road – see picture.



January 26, 2015

Pacific Municipal Code provides that the nuisance described is prohibited (8.20.030) and to be abated by the property owner (8.20.050).

Please contact me at your earliest convenience to advise me as to your proposed schedule of correction.

Sincerely,

Lance Newkirk
Public Works Manager

EXHIBIT NO. B
Submitted @ Public Hearing Date _____
Planning Commission _____
Hearing Examiner _____
City Council _____
Project: _____
File No. _____
CITY OF PACIFIC WA
Community Development Dept. _____



CITY OF PACIFIC
 100 3RD AVENUE SOUTHEAST
 PACIFIC, WASHINGTON 98047
 CITY HALL (253) 929-1100
 FAX (253) 939-6026

April 2, 2015

C/O Mr. Jerry Petrich
 AALCO PACIFIC INC
 302 West Valley HWY S
 Pacific, WA 98047

Re: Nuisance Tree

Dear Mr. Petrich:

This letter is to inform you of the need to remove the nuisance tree located on your property. The City requested that you have this nuisance tree removed in a letter to you dated March 2, 2015 (copy enclosed).

The tree in question is still present and remains a public nuisance. It needs to be removed with fourteen (14) calendar days of the date of this letter, or on or before April 16, 2015. Failure to abate this nuisance tree within this timeframe will be considered non-compliance with Pacific Municipal Code 8.20 and result in additional enforcement action that ensures the nuisance tree is abated.

Again, the nuisance tree in question overhangs the public right-of-way and is located approximately 200-feet north of the 3rd Avenue and West Valley Highway intersection on the west side of the road.

Please contact me at your earliest convenience to advise me as to your proposed schedule of correction. I can be contacted at 253.929.1113 or lnewkirk@ci.pacific.wa.us.

Sincerely,

Lance Newkirk
 Public Works Manager

EXHIBIT NO. B
Submitted @ Public Hearing Date _____
Planning Commission _____
Hearing Examiner _____
City Council _____
Project: _____
File No. _____
CITY OF PACIFIC _____ **WA**
Community Development Dept. _____ **Dept.**



CITY OF PACIFIC
 100 3RD AVENUE SOUTHEAST
 PACIFIC, WASHINGTON 98047
 CITY HALL (253) 929-1100
 FAX (253) 939-6026

SENT BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED

May 12, 2015

C/O Mr. Jerry Petrich
 AALCO PACIFIC INC
 30217 33rd Avenue SW
 Federal Way, WA 98003

Re: Nuisance Tree

Dear Mr. Petrich:

This letter is to inform you of the need to remove a nuisance tree located on your property. The nuisance tree in question overhangs the public right-of-way and is located approximately 200-feet north of the 3rd Avenue and West Valley Highway intersection on the west side of the road. Pictures of the nuisance tree are enclosed and labeled as Exhibit A.

The City has attempted to contact you regarding this nuisance tree over the past several months. Certified letters were sent to you four different times and at three different mailing addresses.

Date of Letter	Mailing Address
1 st Letter – January 27, 2015	AALCO PACIFIC INC 502 3 rd Avenue SW Auburn, WA 98001
2 nd Letter – February 10, 2015	AALCO PACIFIC INC 30127 33 rd Avenue SW Federal Way, WA 98003
3 rd Letter – March 2, 2015	AALCO PACIFIC INC 302 West Valley HWY S Pacific, WA 98047
4 th Letter – April 2, 2015	AALCO PACIFIC INC 302 West Valley HWY S Pacific, WA 98047

Letters one, two and three have been returned as undeliverable and the City has received no response to the fourth letter. All four previous letters are enclosed and labeled as Exhibit B.

The tree in question is still present and remains a public nuisance. It needs to be removed with ten (10) calendar days of the date of this letter, or on or before May 22, 2015. Failure to abate this nuisance tree within this timeframe will be considered non-compliance with Pacific Municipal Code 8.20 and result in additional enforcement action.

EXHIBIT NO. B
Submitted @ Public Hearing Date _____
Planning Commission _____
Hearing Examiner _____
City Council _____
Project: _____
File No. _____
CITY OF PACIFIC WA
Community Development Dept.

City of Pacific
Re: Nuisance Tree
Page 2 of 2

Please contact me at your earliest convenience to advise me as to your proposed schedule of correction. I can be contacted at 253.929.1113 or lnewkirk@ci.pacific.wa.us. We are also sending a copy of this letter to the attorney who represented you before the City in an unrelated matter.

Sincerely,



Lance Newkirk
Public Works Manager

cc: Stephen Burnham, Campbell, Dille, Barret & Smith, P.L.L.C.

EXHIBIT NO. B
Submitted @ Public Hearing Date _____
Planning Commission _____
Hearing Examiner _____
City Council _____
Project: _____
File No. _____
CITY OF PA _____ **WA**
Community De _____ **Dept.**



CITY OF PACIFIC
100 3RD AVENUE SOUTHEAST
PACIFIC, WASHINGTON 98047
CITY HALL (253) 929-1100
FAX (253) 939-6026

June 9, 2015

C/O Mr. Jerry Petrich
AALCO PACIFIC INC
30217 33rd Avenue SW
Federal Way, WA 98003

Re: Notice of Resolution No. 2015 – 263 – Nuisance Tree Abatement

Dear Mr. Petrich:

The City has attempted to contact you regarding a nuisance tree located on your property without success. Again, the nuisance tree in question overhangs the public right-of-way and is located approximately 200-feet north of the 3rd Avenue and West Valley Highway intersection on the west side of the road. Pictures of the nuisance tree are enclosed and labeled as Exhibit A.

Certified letters were sent to you five different times and at three different mailing addresses. All letters have been returned as undeliverable. All five previous letters are enclosed and labeled as Exhibit B.

Date of Letter	Mailing Address
1 st Letter – January 27, 2015	AALCO PACIFIC INC 502 3 rd Avenue SW Auburn, WA 98001
2 nd Letter – February 10, 2015	AALCO PACIFIC INC 30127 33rd Avenue SW Federal Way, WA 98003
3 rd Letter – March 2, 2015	AALCO PACIFIC INC 302 West Valley HWY S Pacific, WA 98047
4 th Letter – April 2, 2015	AALCO PACIFIC INC 302 West Valley HWY S Pacific, WA 98047
5 th Letter – May 12, 2015	AALCO PACIFIC INC 30127 33rd Avenue SW Federal Way, WA 98003

This letter is being sent to inform you that Resolution 2015 –263 will be heard before City Council on Monday, June 15, 2015. The meeting begins at 6:30 P.M. Resolution 2015 – 263, is an official request to City Council to pass a resolution that (a) fixes a timeframe for the property owner to abate the nuisance tree, (b) authorize City staff to abate the nuisance tree, if the tree has not been removed in the specified timeframe, (c) mail the bill to the property owner for the cost of the tree abatement and lien the property for the cost of tree abatement, if the bill is not paid within thirty (30) days of the mailing date.

City of Pacific
Re: Notice of Resolution No. 2015 – 263 – Nuisance Tree Abatement
Page 2 of 2

Should you wish to discuss this matter, I can be contacted at 253.929.1113 or lnewkirk@ci.pacific.wa.us.

Sincerely,

Lance Newkirk
Public Works Manager

C: Stephen Burnham, Campbell, Dille, Barret & Smith, P.L.L.C.



Agenda Bill No. 15-083

TO: Mayor Guier and City Council Members
FROM: Public Works
MEETING DATE: June 15, 2015
SUBJECT: Alteration of Frontage Road Speed Limit

ATTACHMENTS: Ordinance No. 2015 - 1900
 Frontage Road Speed Study

Summary: The speed limit on Frontage Road was established at 35 MPH by Ordinance No. 535 (May 1974).

A small landslide occurred on West Valley Highway the spring of 2014 located between Ellingson Road and 3rd Avenue SW. The slide blocked the highway and required a rerouting of traffic from West Valley Highway onto Frontage Road. Because of the extra traffic and safety concerns the City Council directed the lowering of the speed limit on Frontage Road from 35 to 25 MPH during the slide mitigation. The emergency conditions that prompted the lowering of the speed limit on Frontage Road are no longer present.

City Council has expressed its continuing interest in maintaining a lower speed limit on Frontage Road. Frontage Road is classified as a minor arterial street. As such, and in accordance with RCW 46.415.16 and adopted City policy (Resolution 2014-215), an engineering and traffic investigation is required to alter or establish speed limits.

Staff selected Transpo Group from the MRSC consultant roster as the most qualified transportation engineering firm to conduct an engineering and traffic study. Transpo Group's investigation concluded that the speed limit on Frontage Road be set at 30 MPH.

Recommendation/Action: Staff recommends Council approve Ordinance No. 2015- 1900, to alter the speed limit on Frontage Road to 30 MPH.

Motion for Consideration: I move to approve Ordinance No. 2015-1900, an Ordinance altering the speed limit on Frontage Road from 25 MPH to 30 MPH in accordance with the recommendations of the completed engineering and traffic investigation.

Budget Impact: Estimate \$300 to install new 30 MPH speed limit signs.

Alternatives: Do not approve ordinance and reestablish the 35 MPH speed on Frontage Road.

**CITY OF PACIFIC,
WASHINGTON**

ORDINANCE NO. 2015-1900

**AN ORDINANCE OF CITY OF PACIFIC, WASHINGTON,
ALTERING THE SPEED LIMIT ON FRONTAGE ROAD
BETWEEN ELLINGSON ROAD AND 3RD AVENUE S.W. FROM
THE 35 MPH TO 30 MPH.**

WHEREAS, the speed limit on Frontage Road was established at 35 MPH in 1974 by Ordinance No. 535; and

WHEREAS, the City Council directed the lowering of the speed limit on Frontage Road from 35 to 25 MPH in the spring of 2014 in response to a land slide that blocked West Valley Highway that required the rerouting of traffic onto Frontage Road during slide mitigation; and

WHEREAS, the emergency conditions that prompted the lowering of the speed limit on Frontage Road are no longer present; and

WHEREAS, the City Council has expressed its continuing interest in maintaining a lower speed limit on Frontage Road; and

WHEREAS, Frontage Road is classified as a minor arterial street; and

WHEREAS, the alteration of speed limits pursuant to RCW 46.415.16 for arterial streets require an engineering and traffic investigation; and

WHEREAS, City staff selected Transpo Group from the MRSC consultant roster as the most qualified transportation engineering firm to conduct an engineering and traffic study; and

WHEREAS, the results of the Transpo Group's engineering and investigation recommended that the speed limit on Frontage Road be set at 30 MPH; and

WHEREAS, adopted City policy (Resolution 2014-215) requires that the findings of an engineering and traffic investigation pertaining to alteration of a speed limit be discussed with the Public Works Committee; and

WHEREAS, the Transpo Group's speed limit alteration recommendation for Frontage Road was discussed with the Public Works Committee on June 3, 2015;

WHEREAS, the Public Works Committee affirmed the recommended speed limit alteration on Frontage Road; and

WHEREAS, a public hearing was held on June 22, 2015 to take public testimony on the proposed speed limit alteration; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PACIFIC, WASHINGTON, AS FOLLOWS:

Section 1. Setting Maximum Speed Limit. The maximum speed limit on Frontage Road between Ellingson Road and 3rd Avenue S.E. is set at 30 MPH.

Section 2. Effective Date and Publication. A summary of this Ordinance consisting of its title shall be published in the official newspaper of the City. This Ordinance shall be in effect five (5) days after publication.

Section 3. Sunset Date. This Ordinance will remain in effect until such time as a future engineering and traffic investigation recommends an alteration of the established speed limit and is approved by City Council.

APPROVED BY THE CITY COUNCIL ON JUNE 22, 2015.

LEANNE GUIER, MAYOR

ATTEST:

AMY STEVENSON-NESS, CITY CLERK

Approved as to form:

CAROL MORRIS, CITY ATTORNEY

TECHNICAL MEMORANDUM

Date:	May 20, 2015	TG:	14339.00
To:	Lance Newkirk, City of Pacific		
From:	Jon Pascal, PE, PTOE and Alex Atchison, PE, Transpo Group		
Subject:	Frontage Road Speed Study – Summary of Findings		

This memorandum has been prepared to summarize the results of the speed study conducted for Frontage Road between 3rd Avenue SW and 5th Avenue S. An evaluation of the posted speed limit along Frontage Road was conducted at the request of the City. The evaluation considered adopted City policies for modifying speed limits, but also utilized best practice research that was conducted to identify suggested criteria that should be considered when modifying the posted speed limit.

Background

The speed limit on Frontage Road was set at 35 MPH by the City Council via ordinance 535 (May 1974). A small landslide occurred on West Valley Highway in the spring of 2014 between Ellingson Road and 3rd Avenue SW. The slide blocked the roadway and required a rerouting of traffic off of West Valley Highway onto Frontage Road. Due to additional traffic and potential safety concerns the City Council temporarily lowered the speed limit on Frontage Road from 35 to 25 MPH during the slide mitigation on West Valley Highway.

The emergency conditions that prompted the lowering of the speed limit on Frontage Road are no longer present, however the posted speed limit is still 25 MPH. The City Council has expressed an interest in permanently setting the speed limit on Frontage Road at 25 MPH. State law (RCW 46.61.400) allows local agencies, such as the City of Pacific, to raise or lower maximum speed limits, but requires an “engineering and traffic investigation” to support the modification of speed limits to determine a “reasonable and safe maximum limit” for a specific roadway segment.

Study Area Description

Frontage Road is a two-lane minor arterial located just east of State Route 167. The study area is focused on the area that encompasses Frontage Road between 3rd Avenue SW and 5th Avenue S. The land use surrounding Frontage Road is primarily commercial with multiple access driveways on both sides of the road. The intersection of Frontage Road / 3rd Avenue SW is stop-controlled on Frontage Road. The intersection of Frontage Road / 3rd Avenue NW is stop-controlled on 3rd Avenue NW. The intersection of Frontage Road / Ellingson Road is signalized.



Looking south on Frontage Road at 3rd Ave NW

On-street parking is allowed on both sides of the street and generally used by the surrounding businesses. Pavement markings and striping are provided throughout the study area. There are no bicycle lanes on Frontage Road. Sidewalks are intermittent on both sides of the road.

Existing Process for Modifying Posted Speed Limits

The City of Pacific has adopted policies that should be followed when modifying or setting speed limits. The City policy follows Washington State law (WAC 468-95-045), which requires an engineering and traffic investigation to determine if a speed limit modification is warranted. This study is being conducted to determine whether the speed limit that was temporarily set along Frontage Road during emergency conditions should be now considered permanent, given the emergency conditions are no longer present.

City of Pacific Policy

The City of Pacific adopted, by resolution (2014-215), on November 24, 2014 procedures for modifying or setting speed limits. The resolution establishes that the City shall conduct an engineering and traffic investigation prior to altering posted speed limits. The engineering and traffic investigation shall consider the 85th percentile speed, accident history, land-use characteristics, non-motorized activities and amenities, roadway characteristics and parking when evaluating the appropriateness of the posted speed limit.

Washington State Law

State law (RCW 46.61.400) sets Washington's basic speed law and the maximum speed limits for state highways, county roads, and city streets. The law allows local agencies, such as City of Pacific, to raise or lower maximum speed limits, but requires an "engineering and traffic investigation" to support the modification of speed limits to determine a "reasonable and safe maximum limit" for a specific roadway segment. Agencies may develop additional guidelines or policies that build from the basic requirements of the law to provide more consistency on how speed limits are set within their jurisdiction.

State law also requires agencies to adopt uniform standards for traffic control devices (RCW 47.36). The State formally adopted the 2009 Manual on Uniform Traffic Control Devices (MUTCD) on November 17, 2011; therefore, the MUTCD is, by reference, state law. When the MUTCD was adopted, the State modified Section 2B.13 of the MUTCD by removing the statement indicating the posted speed limit "should be within 5 mph of the 85th-percentile speed of free flowing traffic." While this section is a guidance statement, and therefore not required, modifying it allows jurisdictions to identify the most appropriate speed limit based on their own criteria.

Best Practices for Modifying Posted Speed Limits

Research was also conducted to identify best practices agencies employ when setting or modifying posted speed limits. National and local publications from federal, state and local agencies, professional organizations, universities, and industry groups were reviewed. One publication that provides very good guidance on this subject is titled *Methods and Practices for Setting Speed Limits* that was published by the FHWA and ITE in April 2012. In general, the publications that were reviewed all confirmed that agencies set speed limits based on engineering studies.

The research also found that some agencies establish additional guidelines, beyond the requirement for an engineering study, to assist in the setting or modifying of posted speed limits. The guidelines provide more specific criteria that should be considered in the process. Our research showed that the following measures or criteria could be considered with modifying posted speed limits:

- Speed limits should be based on the 85th percentile of prevailing speeds.
- Modifications should only occur in 5 mph increments.
- The speed or pace that a majority of vehicles are travelling.
- The number or density of driveways and intersections.

- The roadway characteristics such as lane width, shoulder type and width, existing non-motorized facilities, alignment, topography, and on-street parking.
- Safety considerations such as collision rates, sight distance, and pedestrian and bicycle activity levels.
- Roadway functional classification.
- Land uses or development patterns.

The research conducted indicates that the City of Pacific has adopted policies for setting and modifying posted speed limits that are consistent with national best practices.

Setting Speed Limits

Agencies typically set speed limits based on the prevailing speed. Figure 1 provides an illustration on the relationship between posted speed limits and prevailing speeds.

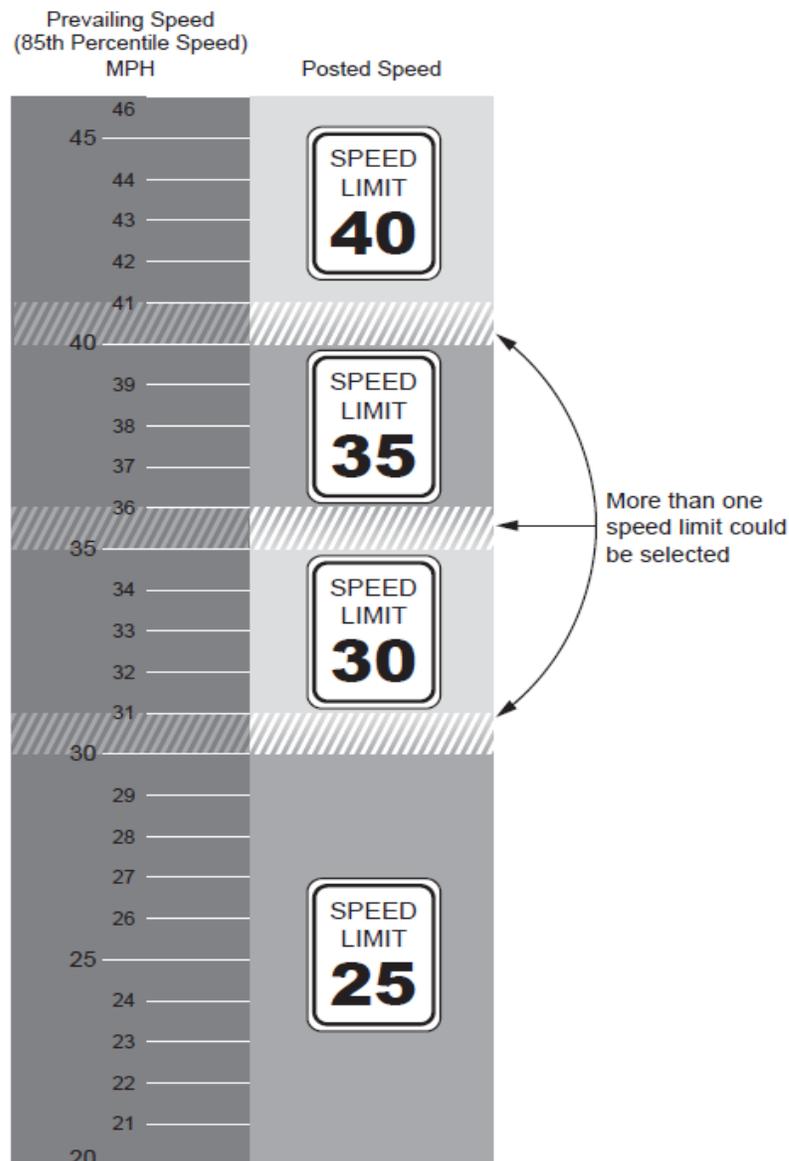


Figure 1. Relationship of Prevailing Speeds to Posted Speeds

In general, the figure represents a simplistic way in determining how prevailing speeds can be used to set specific speed limits. The illustration and overall methodology of basing speed limits on prevailing speeds will likely work in most situations, but there will always be situations where additional considerations will apply. These considerations should include measures such as roadway alignment, collision history, land use patterns, and functional classification, to name a few.

Changing Speed Limits to Achieve Lower Speeds

Also clearly highlighted in the research was the fact that setting the speed limit to achieve a desired speed does not produce favorable results. Research by other entities throughout the country has consistently shown that changing speed limits alone does not significantly alter travel speeds. Such a concept may seem counterintuitive to the general public, but studies indicate most drivers will operate at speeds that are safe and reasonable. In other words, the prevailing speed of traffic is a consistent way of determining the speed limit because reasonable drivers will consider roadway and roadside conditions when selecting travel speeds. The prevailing speed is generally referred to as the speed at which a majority of the vehicles are travelling.

Speed and Safety Analysis

Speed Data Methodology

Speed studies use a variety of metrics to assist in determining the “reasonable and safe maximum speed limit.” The key speed indicators include the median speed, 85th percentile speed, 10 mph pace, percent in pace, and percent of vehicles 5 mph over the speed limit. The definition and purpose of these speed indicators are described below.

Median Speed – The speed in which 50 percent of all traffic is traveling at or below. This statistical measure is not typically used in determining the appropriate posted speed limit, but is used as a point of reference in understanding the prevailing conditions. The median speeds should be under the posted speed limit.

85th Percentile Speed – The speed in which 85 percent of the traffic is traveling at or below. The 85th percentile speed is often used as a starting point for determining the speed limit, to take into account that 15 percent of drivers may be traveling unreasonably fast. Typically the 85th percentile speed should be within 5 to 10 mph of the posted speed.

10 mph Pace – The 10 mph pace is a measure of the range in speeds and is defined as the consecutive 10 mph range containing the highest number of vehicles. Typically the posted speed limit should be near the upper limit of the 10 mph pace.

Percent in Pace – The percent in pace represents the percentage of all vehicles traveling within the 10 mph pace. It is desirable to have a high percentage of the total number of vehicles in the 10 mph pace. The speed limit should be set to capture a high percentage of vehicles within the 10mph pace.

Percent of Vehicles 5 mph over the Speed Limit – The number of vehicles traveling over the posted speed limit by at least 5 mph. As a general guideline, speeding along a roadway segment may be an issue when more than 15 percent of the vehicles exceed the speed limit by at least 5 mph. Setting a speed limit too low may result in a large percentage of vehicles traveling 5 mph or more over the speed limit.

Speed Data Summary

Table 1 summarizes the key speed indicators for Frontage Road corridor using the data that was collected in April 2015. A summary sheet is attached to the memorandum in and shows the actual speed data by direction and hour.

Table 1. Speed Data Summary (2015)

Location	Posted Speed (mph)	Direction	ADT ¹	Median Speed (mph)	85 th Percentile (mph)	10 mph Pace	% in Pace	% of Vehicles 5 mph over Speed Limit ²
Frontage Road South of 3rd Avenue NW	25	NB	1,600	29	33	24– 34	77%	37%
	25	SB	1,700	29	33	24 – 34	80%	36%

SOURCE: Speed data collected in April 2015

1. Average Weekday Daily Traffic.

2. Represents the vehicles exceeding the posted speed limit by at least 5 mph.

Based on the speed data results summarized in Table 1, the following conclusions can be made:

- The 85th percentile speed is 33 mph for both northbound and southbound directions. Typically, the 85th percentile speed is one of the factors used to set the posted speed limit and should be within 5 to 10 mph of the posted speed.
- The 10 mph pace is shown to be between 24 and 34 mph. The upper limits of the 10 mph pace should be close to the posted speed limit.
- The percent of vehicles traveling 5 mph or greater over the posted speed limit of 25 mph in the study locations are 37% and 36% for northbound and southbound, respectively. Typically, any location higher than 15 percent indicates a possible speeding issue or a location that needs to be further monitored.

Collision History

Collision records for the most recent complete three-year period were reviewed for the study area. Historical collision data was provided by WSDOT, but originates from local law enforcement agencies, such as the City of Pacific Police Department. The data was for the most recent 3-year period of January 1, 2012 to December 31, 2014. A review of historical collisions was completed to identify potential safety issues for vehicles, pedestrians, and cyclists as well as to determine whether safety issues warrant a lower speed limit. Table 2 summarizes every reported collision on Frontage Road between January 1, 2012 and December 31, 2014.

Table 2. Three-Year Collision Summary – 2012 to 2014

Location	Number of Collisions			Total	Annual Average	Collision per MEV ¹
	2012	2013	2014			
<u>Intersection</u>						
Frontage Road N / Ellingson Road	1	3	4	8	2.7	-
Frontage Road S / 3rd Ave SW	0	0	1	1	0.3	-
<u>Roadway Segments</u>						
Frontage Road between 3 rd Ave SE and 5 th Ave S	1	1	1	3	1.0	1.33

Source: WSDOT

1) Collision per million entering vehicles calculated only for roadway segments

Review of the collision data did not show any specific correlation to speed-related causes such as driving too fast for conditions or exceeding the posted speed limit. The majority of accidents were related to failing to grant proper right-of-way to vehicles or driver inattention. Additionally, the data

did not show any correlation to collision frequency based on before and after the speed limit on Frontage Road was lowered. The most common causes of the collisions were attributed to either right or left turns. None of the collisions involved pedestrians or bicyclists.

Evaluation of the Posted Speed Limit

An evaluation of the posted speed limits within the study area was completed using the City's adopted framework for modifying speed limits and the recommended guidelines found in the best practice research. **Table 3** summarizes the posted speed limit based on the identified criteria.

Table 3. Evaluation of Posted Speed Limits on Frontage Road (3rd Ave SW to 5th Ave S)

Criteria	Field Condition	Speed Limits Supported		
		25 mph	30 mph	35mph
85th Percentile Speed ¹	33 mph		✓	
Modify Speed Limit in 5 mph increments	25 mph		✓	
Pace of Vehicles ¹	24 – 34 mph		✓	✓
Annual Collision rates ³	1.33	✓	✓	✓
Roadway Characteristics				
Density of Driveways & Intersections	~52/mile (26/half mile)			
Pedestrian and Bicycle Activity	Minimal activity		✓	✓
Functional Classification	Minor arterial			
Land Uses	Primarily Commercial			

1. Based on 2015 speed study.

2. Collision rates based on data from 2012 to 2014.

3. Statewide average rate for minor arterials is 1.30 (2011 Washington State Data Summary)

The *Methods and Practices for Setting Speed Limits* that was published by the FHWA and ITE in April 2012 and has set forth several approaches to calculating speed limits. One approach evaluates operating speeds and other site characteristics, including density of driveways and intersections. The report recommends the following for road segments in developed areas:

- If at least one of the following is true, the speed limit is the 5 mph multiple closest to the 50th percentile speed:
 - Signals per mile >4
 - Pedestrian/bike activity is high (examples of areas with “high” activity include downtown areas or the presence of paved sidewalks, marked crosswalks and pedestrian signals)
 - Parking activity is high (parking on both sides of the road with parking limits that do not exceed 60 minutes, with at least 30 percent of parking spaces occupied during weekdays)
 - Driveways per mile >60
- If driveways per mile > 40 and < 60 and signals per mile >3, and Area Type is commercial then the speed limit is the 5mph multiple obtained by rounding down the 85th percentile speed.
- For all other conditions, the speed limit is the 5 mph multiple closest to the 85th percentile speed. For Frontage Road this would be 30 or 35 mph.

Findings

Analysis of the speed data and evaluation of the adopted speed limit policy framework and best practice research does not support permanently setting the posted speed limit along Frontage Road to 25 mph. Drivers are still operating at speeds that are safe and reasonable given the previous speed limit of 35 mph.

- The current 85th percentile speed of 33 mph supports a posted speed limit of 30 mph.
- The 10 mph pace is between 24 and 34 mph. The upper limits of the 10 mph pace should be close to the posted speed limit. This data would support a posted speed of 30 or 35 mph.
- The percent of vehicles traveling 5 mph or greater over the posted speed limit of 25 mph in the study locations are 37% and 36% for northbound and southbound, respectively. A high percentage of vehicles traveling greater than 5 mph over the speed limit could indicate excessive speeds along the corridor or the speed limit of 25 mph is too low for conditions. When evaluating the percent of vehicles traveling 5 mph over a posted speed of 30 mph, the percentages decrease to 8% and 6% for northbound and southbound respectively.
- Based on guidelines, the recommended posted speed limit correlating with the density of driveways and intersections along Frontage Road is 30 or 35 mph.

Recommendations

It is recommended that the speed limit along Frontage Road be set at 30 mph. This is based on analysis of the speed data and collision history, adopted City procedures for modifying or setting speed limits, evaluation of speed limit policy best practices, and other general guidelines used in setting posted speed limits.

Location: FRONTAGE RD S/O 3RD AVE SW
 Date Range: 4/24/2015 - 4/30/2015
 Site Code: 01

Time	Friday			Saturday			Sunday			Monday			Tuesday			Wednesday			Thursday			Mid-Week Average				
	4/24/2015			4/25/2015			4/26/2015			4/27/2015			4/28/2015			4/29/2015			4/30/2015			Mid-Week Average				
	NB	SB	Total	NB	SB	Total	NB	SB																		
12:00 AM	6	21	27	11	19	30	16	19	35	3	9	12	7	16	23	3	8	11	9	27	36	6	17	23		
1:00 AM	2	7	9	4	16	20	6	15	21	2	5	7	3	5	8	9	6	15	8	14	22	7	8	15		
2:00 AM	15	9	24	7	15	22	6	12	18	3	3	6	15	12	27	13	11	24	15	9	24	14	11	25		
3:00 AM	15	10	25	7	3	10	4	4	8	10	11	21	13	11	24	10	10	20	8	11	19	10	11	21		
4:00 AM	50	10	60	11	3	14	11	4	15	53	9	62	54	13	67	48	20	68	62	12	74	55	15	70		
5:00 AM	102	29	131	35	12	47	20	8	28	118	33	151	130	30	160	131	32	163	126	28	154	129	30	159		
6:00 AM	146	37	183	35	21	56	14	6	20	143	40	183	143	47	190	138	50	188	142	45	187	141	47	188		
7:00 AM	161	57	218	46	18	64	32	17	49	141	52	193	153	48	201	181	48	229	164	43	207	166	46	212		
8:00 AM	93	47	140	71	48	119	40	25	65	105	54	159	109	56	165	111	58	169	133	66	199	118	60	178		
9:00 AM	101	55	156	88	65	153	80	71	151	91	57	148	76	62	138	82	51	133	75	70	145	78	61	139		
10:00 AM	75	57	132	84	82	166	72	74	146	101	69	170	69	52	121	78	46	124	78	51	129	75	50	125		
11:00 AM	88	81	169	99	96	195	87	74	161	155	120	275	66	74	140	82	83	165	94	88	182	81	82	162		
12:00 PM	93	93	186	89	79	168	91	104	195	171	97	268	91	91	182	83	86	169	89	96	185	88	91	179		
1:00 PM	83	102	185	94	113	207	77	74	151	137	91	228	75	92	167	72	98	170	74	97	171	74	96	169		
2:00 PM	87	128	215	79	106	185	72	71	143	82	129	211	76	127	203	75	125	200	69	155	224	73	136	209		
3:00 PM	79	206	285	98	84	182	84	70	154	78	203	281	70	176	246	68	184	252	69	165	234	69	175	244		
4:00 PM	93	181	274	84	85	169	100	99	199	97	175	272	103	196	299	103	215	318	100	217	317	102	209	311		
5:00 PM	75	184	259	61	103	164	67	94	161	71	173	244	82	185	267	64	185	249	79	172	251	75	181	256		
6:00 PM	63	128	191	54	66	120	63	76	139	72	112	184	54	115	169	74	126	200	76	119	195	68	120	188		
7:00 PM	53	75	128	56	63	119	54	74	128	36	82	118	43	80	123	54	95	149	39	76	115	45	84	129		
8:00 PM	45	71	116	45	64	109	35	60	95	40	71	111	30	71	101	38	66	104	43	64	107	37	67	104		
9:00 PM	36	53	89	33	57	90	35	48	83	34	73	107	33	33	66	35	53	88	32	58	90	33	48	81		
10:00 PM	32	47	79	26	40	66	26	35	61	26	34	60	19	40	59	19	33	52	20	45	65	19	39	59		
11:00 PM	9	33	42	15	35	50	9	16	25	11	23	34	5	16	21	10	20	30	13	29	42	9	22	31		
Total	1,602	1,721	3,323	1,232	1,293	2,525	1,101	1,150	2,251	1,780	1,725	3,505	1,519	1,648	3,167	1,581	1,709	3,290	1,617	1,757	3,374	1,572	1,705	3,277		
Percent	48%	52%	-	49%	51%	-	49%	51%	-	51%	49%	-	48%	52%	-	48%	52%	-	48%	52%	-	48%	52%	-		

1. Mid-week average includes data between Tuesday and Thursday.

Vehicle Classification Report Summary

Location: FRONTAGE RD S/O 3RD AVE SW
Count Direction: Northbound / Southbound
Date Range: 4/24/2015 to 4/30/2015
Site Code: 01

	FHWA Vehicle Classification													Total Volume
	1	2	3	4	5	6	7	8	9	10	11	12	13	
Study Total														
Northbound	80	7,479	2,614	39	85	48	6	18	45	8	2	0	8	10,432
Percent	0.8%	71.7%	25.1%	0.4%	0.8%	0.5%	0.1%	0.2%	0.4%	0.1%	0.0%	0.0%	0.1%	100%
Southbound	85	8,026	2,544	63	114	87	2	21	40	10	5	0	6	11,003
Percent	0.8%	72.9%	23.1%	0.6%	1.0%	0.8%	0.0%	0.2%	0.4%	0.1%	0.0%	0.0%	0.1%	100%
Total	165	15,505	5,158	102	199	135	8	39	85	18	7	0	14	21,435
Percent	0.8%	72.3%	24.1%	0.5%	0.9%	0.6%	0.0%	0.2%	0.4%	0.1%	0.0%	0.0%	0.1%	100%

FHWA Vehicle Classification	
Class 1 - Motorcycles	Class 8 - Four or Fewer Axle Single-Trailer Trucks
Class 2 - Passenger Cars	Class 9 - Five-Axle Single-Trailer Trucks
Class 3 - Other Two-Axle, Four-Tire Single Unit Vehicles	Class 10 - Six or More Axle Single-Trailer Trucks
Class 4 - Buses	Class 11 - Five or fewer Axle Multi-Trailer Trucks
Class 5 - Two-Axle, Six-Tire, Single-Unit Trucks	Class 12 - Six-Axle Multi-Trailer Trucks
Class 6 - Three-Axle Single-Unit Trucks	Class 13 - Seven or More Axle Multi-Trailer Trucks
Class 7 - Four or More Axle Single-Unit Trucks	

Location: FRONTAGE RD S/O 3RD AVE SW
Date Range: 4/24/2015 to 4/30/2015
Site Code: 01

Friday, April 24, 2015
Northbound

Time	FHWA Vehicle Classification													Total Volume
	1	2	3	4	5	6	7	8	9	10	11	12	13	
12:00 AM	0	5	1	0	0	0	0	0	0	0	0	0	0	6
1:00 AM	0	1	1	0	0	0	0	0	0	0	0	0	0	2
2:00 AM	0	15	0	0	0	0	0	0	0	0	0	0	0	15
3:00 AM	0	9	5	1	0	0	0	0	0	0	0	0	0	15
4:00 AM	0	40	9	0	0	0	0	1	0	0	0	0	0	50
5:00 AM	0	77	23	0	0	1	0	0	1	0	0	0	0	102
6:00 AM	0	116	28	2	0	0	0	0	0	0	0	0	0	146
7:00 AM	1	107	46	0	5	1	0	1	0	0	0	0	0	161
8:00 AM	1	64	27	0	0	0	0	0	1	0	0	0	0	93
9:00 AM	0	72	23	0	4	1	0	0	1	0	0	0	0	101
10:00 AM	0	49	23	0	1	0	0	0	1	1	0	0	0	75
11:00 AM	1	58	27	1	1	0	0	0	0	0	0	0	0	88
12:00 PM	2	61	27	0	1	2	0	0	0	0	0	0	0	93
1:00 PM	1	57	23	1	0	0	0	0	1	0	0	0	0	83
2:00 PM	1	58	26	1	0	1	0	0	0	0	0	0	0	87
3:00 PM	0	54	22	0	2	0	0	0	0	0	1	0	0	79
4:00 PM	0	58	31	1	2	0	0	0	1	0	0	0	0	93
5:00 PM	0	58	16	0	1	0	0	0	0	0	0	0	0	75
6:00 PM	0	50	13	0	0	0	0	0	0	0	0	0	0	63
7:00 PM	0	46	7	0	0	0	0	0	0	0	0	0	0	53
8:00 PM	0	33	12	0	0	0	0	0	0	0	0	0	0	45
9:00 PM	0	29	7	0	0	0	0	0	0	0	0	0	0	36
10:00 PM	1	25	6	0	0	0	0	0	0	0	0	0	0	32
11:00 PM	0	6	3	0	0	0	0	0	0	0	0	0	0	9
Total	8	1,148	406	7	17	6	0	2	6	1	1	0	0	1,602
Percent	0.5%	71.7%	25.3%	0.4%	1.1%	0.4%	0.0%	0.1%	0.4%	0.1%	0.1%	0.0%	0.0%	

Location: FRONTAGE RD S/O 3RD AVE SW
Date Range: 4/24/2015 to 4/30/2015
Site Code: 01

Friday, April 24, 2015
Southbound

Time	FHWA Vehicle Classification													Total Volume
	1	2	3	4	5	6	7	8	9	10	11	12	13	
12:00 AM	0	18	3	0	0	0	0	0	0	0	0	0	0	21
1:00 AM	1	5	1	0	0	0	0	0	0	0	0	0	0	7
2:00 AM	0	8	0	0	0	0	0	0	1	0	0	0	0	9
3:00 AM	0	6	4	0	0	0	0	0	0	0	0	0	0	10
4:00 AM	0	5	5	0	0	0	0	0	0	0	0	0	0	10
5:00 AM	0	18	11	0	0	0	0	0	0	0	0	0	0	29
6:00 AM	0	28	5	0	1	2	0	0	0	0	1	0	0	37
7:00 AM	0	39	15	1	2	0	0	0	0	0	0	0	0	57
8:00 AM	0	26	21	0	0	0	0	0	0	0	0	0	0	47
9:00 AM	0	38	15	1	0	1	0	0	0	0	0	0	0	55
10:00 AM	2	35	18	0	0	2	0	0	0	0	0	0	0	57
11:00 AM	3	58	16	1	1	1	0	1	0	0	0	0	0	81
12:00 PM	1	60	21	1	3	4	0	0	2	0	1	0	0	93
1:00 PM	0	71	25	2	1	0	0	1	1	0	1	0	0	102
2:00 PM	4	80	40	1	2	0	0	0	0	0	0	0	1	128
3:00 PM	1	152	46	2	1	3	0	1	0	0	0	0	0	206
4:00 PM	0	137	40	0	1	3	0	0	0	0	0	0	0	181
5:00 PM	0	136	46	1	0	0	0	0	1	0	0	0	0	184
6:00 PM	0	102	25	0	0	1	0	0	0	0	0	0	0	128
7:00 PM	0	57	17	0	0	0	0	0	1	0	0	0	0	75
8:00 PM	0	59	11	0	0	1	0	0	0	0	0	0	0	71
9:00 PM	0	48	5	0	0	0	0	0	0	0	0	0	0	53
10:00 PM	0	38	8	1	0	0	0	0	0	0	0	0	0	47
11:00 PM	1	23	9	0	0	0	0	0	0	0	0	0	0	33
Total	13	1,247	407	11	12	18	0	3	6	0	3	0	1	1,721
Percent	0.8%	72.5%	23.6%	0.6%	0.7%	1.0%	0.0%	0.2%	0.3%	0.0%	0.2%	0.0%	0.1%	

Location: FRONTAGE RD S/O 3RD AVE SW
Date Range: 4/24/2015 to 4/30/2015
Site Code: 01

Saturday, April 25, 2015
Northbound

Time	FHWA Vehicle Classification													Total Volume
	1	2	3	4	5	6	7	8	9	10	11	12	13	
12:00 AM	0	8	1	0	0	2	0	0	0	0	0	0	0	11
1:00 AM	0	2	2	0	0	0	0	0	0	0	0	0	0	4
2:00 AM	0	6	1	0	0	0	0	0	0	0	0	0	0	7
3:00 AM	0	5	1	0	0	0	0	0	1	0	0	0	0	7
4:00 AM	0	7	4	0	0	0	0	0	0	0	0	0	0	11
5:00 AM	0	28	7	0	0	0	0	0	0	0	0	0	0	35
6:00 AM	1	25	9	0	0	0	0	0	0	0	0	0	0	35
7:00 AM	0	26	18	0	1	0	0	0	1	0	0	0	0	46
8:00 AM	0	62	9	0	0	0	0	0	0	0	0	0	0	71
9:00 AM	0	62	24	0	0	0	0	1	0	0	1	0	0	88
10:00 AM	0	59	25	0	0	0	0	0	0	0	0	0	0	84
11:00 AM	0	75	23	0	0	0	0	1	0	0	0	0	0	99
12:00 PM	1	67	21	0	0	0	0	0	0	0	0	0	0	89
1:00 PM	1	72	20	0	1	0	0	0	0	0	0	0	0	94
2:00 PM	0	58	21	0	0	0	0	0	0	0	0	0	0	79
3:00 PM	1	74	23	0	0	0	0	0	0	0	0	0	0	98
4:00 PM	1	65	18	0	0	0	0	0	0	0	0	0	0	84
5:00 PM	1	52	8	0	0	0	0	0	0	0	0	0	0	61
6:00 PM	1	39	14	0	0	0	0	0	0	0	0	0	0	54
7:00 PM	0	45	11	0	0	0	0	0	0	0	0	0	0	56
8:00 PM	0	34	11	0	0	0	0	0	0	0	0	0	0	45
9:00 PM	0	26	7	0	0	0	0	0	0	0	0	0	0	33
10:00 PM	0	22	3	0	0	1	0	0	0	0	0	0	0	26
11:00 PM	0	10	5	0	0	0	0	0	0	0	0	0	0	15
Total	7	929	286	0	2	3	0	2	2	0	1	0	0	1,232
Percent	0.6%	75.4%	23.2%	0.0%	0.2%	0.2%	0.0%	0.2%	0.2%	0.0%	0.1%	0.0%	0.0%	

Location: FRONTAGE RD S/O 3RD AVE SW
Date Range: 4/24/2015 to 4/30/2015
Site Code: 01

Saturday, April 25, 2015
Southbound

Time	FHWA Vehicle Classification													Total Volume
	1	2	3	4	5	6	7	8	9	10	11	12	13	
12:00 AM	0	16	3	0	0	0	0	0	0	0	0	0	0	19
1:00 AM	0	15	1	0	0	0	0	0	0	0	0	0	0	16
2:00 AM	0	10	3	0	0	1	0	0	0	0	0	0	1	15
3:00 AM	0	2	1	0	0	0	0	0	0	0	0	0	0	3
4:00 AM	0	3	0	0	0	0	0	0	0	0	0	0	0	3
5:00 AM	0	9	2	0	0	1	0	0	0	0	0	0	0	12
6:00 AM	0	15	6	0	0	0	0	0	0	0	0	0	0	21
7:00 AM	0	13	4	0	0	0	0	0	1	0	0	0	0	18
8:00 AM	0	37	9	0	0	1	0	0	0	1	0	0	0	48
9:00 AM	0	36	28	0	0	0	0	1	0	0	0	0	0	65
10:00 AM	0	63	18	1	0	0	0	0	0	0	0	0	0	82
11:00 AM	2	74	20	0	0	0	0	0	0	0	0	0	0	96
12:00 PM	1	59	18	0	1	0	0	0	0	0	0	0	0	79
1:00 PM	1	89	22	0	0	0	0	0	0	1	0	0	0	113
2:00 PM	0	77	27	0	0	2	0	0	0	0	0	0	0	106
3:00 PM	0	65	18	0	0	0	0	0	0	0	0	0	1	84
4:00 PM	2	67	15	0	1	0	0	0	0	0	0	0	0	85
5:00 PM	0	81	22	0	0	0	0	0	0	0	0	0	0	103
6:00 PM	0	50	16	0	0	0	0	0	0	0	0	0	0	66
7:00 PM	1	52	10	0	0	0	0	0	0	0	0	0	0	63
8:00 PM	0	47	16	0	0	0	0	0	1	0	0	0	0	64
9:00 PM	0	48	9	0	0	0	0	0	0	0	0	0	0	57
10:00 PM	0	31	8	0	0	1	0	0	0	0	0	0	0	40
11:00 PM	0	31	4	0	0	0	0	0	0	0	0	0	0	35
Total	7	990	280	1	2	6	0	1	2	2	0	0	2	1,293
Percent	0.5%	76.6%	21.7%	0.1%	0.2%	0.5%	0.0%	0.1%	0.2%	0.2%	0.0%	0.0%	0.2%	

Location: FRONTAGE RD S/O 3RD AVE SW
Date Range: 4/24/2015 to 4/30/2015
Site Code: 01

Sunday, April 26, 2015
Northbound

Time	FHWA Vehicle Classification													Total Volume	
	1	2	3	4	5	6	7	8	9	10	11	12	13		
12:00 AM	0	13	3	0	0	0	0	0	0	0	0	0	0	0	16
1:00 AM	0	5	1	0	0	0	0	0	0	0	0	0	0	0	6
2:00 AM	0	4	2	0	0	0	0	0	0	0	0	0	0	0	6
3:00 AM	0	2	2	0	0	0	0	0	0	0	0	0	0	0	4
4:00 AM	0	10	1	0	0	0	0	0	0	0	0	0	0	0	11
5:00 AM	0	18	2	0	0	0	0	0	0	0	0	0	0	0	20
6:00 AM	0	10	3	0	0	0	0	0	1	0	0	0	0	0	14
7:00 AM	0	26	6	0	0	0	0	0	0	0	0	0	0	0	32
8:00 AM	0	31	8	0	1	0	0	0	0	0	0	0	0	0	40
9:00 AM	0	61	19	0	0	0	0	0	0	0	0	0	0	0	80
10:00 AM	1	54	17	0	0	0	0	0	0	0	0	0	0	0	72
11:00 AM	0	69	18	0	0	0	0	0	0	0	0	0	0	0	87
12:00 PM	0	75	16	0	0	0	0	0	0	0	0	0	0	0	91
1:00 PM	1	64	12	0	0	0	0	0	0	0	0	0	0	0	77
2:00 PM	0	51	21	0	0	0	0	0	0	0	0	0	0	0	72
3:00 PM	1	64	17	0	2	0	0	0	0	0	0	0	0	0	84
4:00 PM	0	68	32	0	0	0	0	0	0	0	0	0	0	0	100
5:00 PM	0	48	19	0	0	0	0	0	0	0	0	0	0	0	67
6:00 PM	0	48	15	0	0	0	0	0	0	0	0	0	0	0	63
7:00 PM	0	42	12	0	0	0	0	0	0	0	0	0	0	0	54
8:00 PM	0	24	10	0	0	0	0	0	0	1	0	0	0	0	35
9:00 PM	0	24	11	0	0	0	0	0	0	0	0	0	0	0	35
10:00 PM	0	23	3	0	0	0	0	0	0	0	0	0	0	0	26
11:00 PM	1	8	0	0	0	0	0	0	0	0	0	0	0	0	9
Total	4	842	250	0	3	0	0	0	1	1	0	0	0	0	1,101
Percent	0.4%	76.5%	22.7%	0.0%	0.3%	0.0%	0.0%	0.0%	0.1%	0.1%	0.0%	0.0%	0.0%	0.0%	

Location: FRONTAGE RD S/O 3RD AVE SW
Date Range: 4/24/2015 to 4/30/2015
Site Code: 01

Sunday, April 26, 2015
Southbound

Time	FHWA Vehicle Classification													Total Volume
	1	2	3	4	5	6	7	8	9	10	11	12	13	
12:00 AM	0	16	3	0	0	0	0	0	0	0	0	0	0	19
1:00 AM	0	11	4	0	0	0	0	0	0	0	0	0	0	15
2:00 AM	0	11	1	0	0	0	0	0	0	0	0	0	0	12
3:00 AM	0	3	1	0	0	0	0	0	0	0	0	0	0	4
4:00 AM	0	3	1	0	0	0	0	0	0	0	0	0	0	4
5:00 AM	0	7	1	0	0	0	0	0	0	0	0	0	0	8
6:00 AM	0	3	3	0	0	0	0	0	0	0	0	0	0	6
7:00 AM	0	15	2	0	0	0	0	0	0	0	0	0	0	17
8:00 AM	0	18	7	0	0	0	0	0	0	0	0	0	0	25
9:00 AM	0	54	17	0	0	0	0	0	0	0	0	0	0	71
10:00 AM	0	54	20	0	0	0	0	0	0	0	0	0	0	74
11:00 AM	1	55	17	0	0	1	0	0	0	0	0	0	0	74
12:00 PM	0	85	18	0	1	0	0	0	0	0	0	0	0	104
1:00 PM	0	59	15	0	0	0	0	0	0	0	0	0	0	74
2:00 PM	0	60	11	0	0	0	0	0	0	0	0	0	0	71
3:00 PM	0	52	18	0	0	0	0	0	0	0	0	0	0	70
4:00 PM	1	73	25	0	0	0	0	0	0	0	0	0	0	99
5:00 PM	1	74	18	0	0	1	0	0	0	0	0	0	0	94
6:00 PM	1	57	17	0	1	0	0	0	0	0	0	0	0	76
7:00 PM	2	57	14	0	0	1	0	0	0	0	0	0	0	74
8:00 PM	0	45	14	0	0	0	0	0	1	0	0	0	0	60
9:00 PM	0	39	8	0	0	0	0	0	0	1	0	0	0	48
10:00 PM	0	29	6	0	0	0	0	0	0	0	0	0	0	35
11:00 PM	0	14	2	0	0	0	0	0	0	0	0	0	0	16
Total	6	894	243	0	2	3	0	0	1	0	1	0	0	1,150
Percent	0.5%	77.7%	21.1%	0.0%	0.2%	0.3%	0.0%	0.0%	0.1%	0.0%	0.1%	0.0%	0.0%	

Location: FRONTAGE RD S/O 3RD AVE SW
Date Range: 4/24/2015 to 4/30/2015
Site Code: 01

Monday, April 27, 2015
Northbound

Time	FHWA Vehicle Classification													Total Volume
	1	2	3	4	5	6	7	8	9	10	11	12	13	
12:00 AM	0	3	0	0	0	0	0	0	0	0	0	0	0	3
1:00 AM	0	1	1	0	0	0	0	0	0	0	0	0	0	2
2:00 AM	0	2	1	0	0	0	0	0	0	0	0	0	0	3
3:00 AM	0	6	2	0	0	0	1	0	1	0	0	0	0	10
4:00 AM	2	37	12	0	0	0	0	0	1	0	0	0	1	53
5:00 AM	1	84	32	1	0	0	0	0	0	0	0	0	0	118
6:00 AM	0	104	36	2	0	1	0	0	0	0	0	0	0	143
7:00 AM	0	101	34	0	2	0	1	1	1	0	0	0	1	141
8:00 AM	0	66	35	0	2	1	0	0	0	1	0	0	0	105
9:00 AM	0	58	25	1	2	2	0	0	2	1	0	0	0	91
10:00 AM	1	51	41	1	2	3	0	0	2	0	0	0	0	101
11:00 AM	3	104	37	2	1	1	3	0	1	1	0	0	2	155
12:00 PM	3	113	48	2	1	1	0	0	2	0	0	0	1	171
1:00 PM	3	94	34	0	3	1	0	0	2	0	0	0	0	137
2:00 PM	2	58	20	0	1	0	0	0	1	0	0	0	0	82
3:00 PM	2	58	16	0	0	1	0	0	1	0	0	0	0	78
4:00 PM	1	65	31	0	0	0	0	0	0	0	0	0	0	97
5:00 PM	0	58	13	0	0	0	0	0	0	0	0	0	0	71
6:00 PM	2	51	17	0	2	0	0	0	0	0	0	0	0	72
7:00 PM	0	31	5	0	0	0	0	0	0	0	0	0	0	36
8:00 PM	0	26	12	0	0	1	0	1	0	0	0	0	0	40
9:00 PM	0	25	9	0	0	0	0	0	0	0	0	0	0	34
10:00 PM	1	23	2	0	0	0	0	0	0	0	0	0	0	26
11:00 PM	0	9	2	0	0	0	0	0	0	0	0	0	0	11
Total	21	1,228	465	9	16	12	5	2	14	3	0	0	5	1,780
Percent	1.2%	69.0%	26.1%	0.5%	0.9%	0.7%	0.3%	0.1%	0.8%	0.2%	0.0%	0.0%	0.3%	

Location: FRONTAGE RD S/O 3RD AVE SW
Date Range: 4/24/2015 to 4/30/2015
Site Code: 01

Monday, April 27, 2015
Southbound

Time	FHWA Vehicle Classification													Total Volume
	1	2	3	4	5	6	7	8	9	10	11	12	13	
12:00 AM	0	6	3	0	0	0	0	0	0	0	0	0	0	9
1:00 AM	0	5	0	0	0	0	0	0	0	0	0	0	0	5
2:00 AM	0	3	0	0	0	0	0	0	0	0	0	0	0	3
3:00 AM	0	5	6	0	0	0	0	0	0	0	0	0	0	11
4:00 AM	1	4	4	0	0	0	0	0	0	0	0	0	0	9
5:00 AM	0	22	9	0	0	2	0	0	0	0	0	0	0	33
6:00 AM	1	32	4	1	0	1	0	0	0	1	0	0	0	40
7:00 AM	0	34	17	0	0	1	0	0	0	0	0	0	0	52
8:00 AM	1	31	17	1	1	1	0	0	1	1	0	0	0	54
9:00 AM	0	30	19	1	3	2	0	2	0	0	0	0	0	57
10:00 AM	1	35	26	1	4	2	0	0	0	0	0	0	0	69
11:00 AM	1	81	36	2	0	0	0	0	0	0	0	0	0	120
12:00 PM	0	63	28	1	0	1	0	2	2	0	0	0	0	97
1:00 PM	1	63	21	2	1	2	0	0	0	0	1	0	0	91
2:00 PM	2	95	25	2	4	1	0	0	0	0	0	0	0	129
3:00 PM	4	148	44	0	2	1	0	2	2	0	0	0	0	203
4:00 PM	3	126	45	0	0	1	0	0	0	0	0	0	0	175
5:00 PM	1	135	32	1	0	2	0	0	1	1	0	0	0	173
6:00 PM	3	85	20	0	1	2	0	0	1	0	0	0	0	112
7:00 PM	0	66	16	0	0	0	0	0	0	0	0	0	0	82
8:00 PM	1	56	13	0	0	0	0	0	1	0	0	0	0	71
9:00 PM	2	59	10	1	0	0	0	1	0	0	0	0	0	73
10:00 PM	0	28	6	0	0	0	0	0	0	0	0	0	0	34
11:00 PM	1	18	4	0	0	0	0	0	0	0	0	0	0	23
Total	23	1,230	405	13	16	19	0	7	8	3	1	0	0	1,725
Percent	1.3%	71.3%	23.5%	0.8%	0.9%	1.1%	0.0%	0.4%	0.5%	0.2%	0.1%	0.0%	0.0%	

Location: FRONTAGE RD S/O 3RD AVE SW
Date Range: 4/24/2015 to 4/30/2015
Site Code: 01

Tuesday, April 28, 2015
Northbound

Time	FHWA Vehicle Classification													Total Volume
	1	2	3	4	5	6	7	8	9	10	11	12	13	
12:00 AM	0	4	3	0	0	0	0	0	0	0	0	0	0	7
1:00 AM	0	2	1	0	0	0	0	0	0	0	0	0	0	3
2:00 AM	0	13	1	0	0	0	0	0	1	0	0	0	0	15
3:00 AM	0	12	1	0	0	0	0	0	0	0	0	0	0	13
4:00 AM	1	38	12	1	0	0	0	0	2	0	0	0	0	54
5:00 AM	0	91	37	0	0	1	0	0	0	1	0	0	0	130
6:00 AM	0	104	33	3	1	2	0	0	0	0	0	0	0	143
7:00 AM	0	111	36	0	3	1	0	2	0	0	0	0	0	153
8:00 AM	0	75	32	0	0	0	0	0	1	0	0	0	1	109
9:00 AM	0	53	21	0	1	1	0	0	0	0	0	0	0	76
10:00 AM	0	44	24	1	0	0	0	0	0	0	0	0	0	69
11:00 AM	0	42	20	0	3	1	0	0	0	0	0	0	0	66
12:00 PM	1	58	31	0	1	0	0	0	0	0	0	0	0	91
1:00 PM	1	47	24	1	1	1	0	0	0	0	0	0	0	75
2:00 PM	1	54	17	0	4	0	0	0	0	0	0	0	0	76
3:00 PM	1	49	18	1	1	0	0	0	0	0	0	0	0	70
4:00 PM	1	73	28	0	0	0	0	1	0	0	0	0	0	103
5:00 PM	0	61	21	0	0	0	0	0	0	0	0	0	0	82
6:00 PM	0	45	8	0	1	0	0	0	0	0	0	0	0	54
7:00 PM	0	32	11	0	0	0	0	0	0	0	0	0	0	43
8:00 PM	0	26	3	0	0	1	0	0	0	0	0	0	0	30
9:00 PM	0	27	6	0	0	0	0	0	0	0	0	0	0	33
10:00 PM	0	17	2	0	0	0	0	0	0	0	0	0	0	19
11:00 PM	0	3	2	0	0	0	0	0	0	0	0	0	0	5
Total	6	1,081	392	7	16	8	0	3	4	1	0	0	1	1,519
Percent	0.4%	71.2%	25.8%	0.5%	1.1%	0.5%	0.0%	0.2%	0.3%	0.1%	0.0%	0.0%	0.1%	

Location: FRONTAGE RD S/O 3RD AVE SW
Date Range: 4/24/2015 to 4/30/2015
Site Code: 01

Tuesday, April 28, 2015
Southbound

Time	FHWA Vehicle Classification													Total Volume
	1	2	3	4	5	6	7	8	9	10	11	12	13	
12:00 AM	0	13	3	0	0	0	0	0	0	0	0	0	0	16
1:00 AM	0	5	0	0	0	0	0	0	0	0	0	0	0	5
2:00 AM	0	10	2	0	0	0	0	0	0	0	0	0	0	12
3:00 AM	0	7	4	0	0	0	0	0	0	0	0	0	0	11
4:00 AM	0	7	6	0	0	0	0	0	0	0	0	0	0	13
5:00 AM	0	18	10	0	0	2	0	0	0	0	0	0	0	30
6:00 AM	0	32	11	1	0	1	0	1	1	0	0	0	0	47
7:00 AM	0	32	12	0	3	0	0	0	1	0	0	0	0	48
8:00 AM	0	33	18	2	2	0	0	1	0	0	0	0	0	56
9:00 AM	0	46	14	0	1	0	0	1	0	0	0	0	0	62
10:00 AM	0	38	12	0	2	0	0	0	0	0	0	0	0	52
11:00 AM	0	47	23	0	4	0	0	0	0	0	0	0	0	74
12:00 PM	0	64	22	1	2	1	0	0	1	0	0	0	0	91
1:00 PM	1	59	25	1	1	2	0	0	3	0	0	0	0	92
2:00 PM	0	90	30	2	3	1	0	0	1	0	0	0	0	127
3:00 PM	0	121	49	2	1	1	1	1	0	0	0	0	0	176
4:00 PM	0	144	52	0	0	0	0	0	0	0	0	0	0	196
5:00 PM	0	152	30	2	0	0	0	0	0	1	0	0	0	185
6:00 PM	0	83	31	0	0	1	0	0	0	0	0	0	0	115
7:00 PM	0	61	16	0	0	2	0	0	1	0	0	0	0	80
8:00 PM	1	60	9	1	0	0	0	0	0	0	0	0	0	71
9:00 PM	0	28	5	0	0	0	0	0	0	0	0	0	0	33
10:00 PM	0	34	4	1	0	1	0	0	0	0	0	0	0	40
11:00 PM	0	12	4	0	0	0	0	0	0	0	0	0	0	16
Total	2	1,196	392	13	19	12	1	4	8	1	0	0	0	1,648
Percent	0.1%	72.6%	23.8%	0.8%	1.2%	0.7%	0.1%	0.2%	0.5%	0.1%	0.0%	0.0%	0.0%	

Location: FRONTAGE RD S/O 3RD AVE SW
Date Range: 4/24/2015 to 4/30/2015
Site Code: 01

Wednesday, April 29, 2015
Northbound

Time	FHWA Vehicle Classification													Total Volume
	1	2	3	4	5	6	7	8	9	10	11	12	13	
12:00 AM	0	2	1	0	0	0	0	0	0	0	0	0	0	3
1:00 AM	0	6	1	1	0	1	0	0	0	0	0	0	0	9
2:00 AM	0	12	1	0	0	0	0	0	0	0	0	0	0	13
3:00 AM	0	8	1	0	0	0	0	0	1	0	0	0	0	10
4:00 AM	1	33	11	1	0	0	0	1	1	0	0	0	0	48
5:00 AM	1	97	32	0	0	0	0	0	1	0	0	0	0	131
6:00 AM	1	100	29	2	3	0	0	0	2	1	0	0	0	138
7:00 AM	2	123	53	0	0	0	1	0	2	0	0	0	0	181
8:00 AM	0	73	36	1	1	0	0	0	0	0	0	0	0	111
9:00 AM	0	58	22	0	1	1	0	0	0	0	0	0	0	82
10:00 AM	0	46	26	1	4	1	0	0	0	0	0	0	0	78
11:00 AM	3	49	26	2	0	2	0	0	0	0	0	0	0	82
12:00 PM	1	62	17	0	2	0	0	0	0	0	0	0	1	83
1:00 PM	0	42	25	0	2	1	0	1	1	0	0	0	0	72
2:00 PM	1	47	23	0	1	2	0	1	0	0	0	0	0	75
3:00 PM	0	44	20	1	1	0	0	2	0	0	0	0	0	68
4:00 PM	2	68	28	1	1	2	0	0	1	0	0	0	0	103
5:00 PM	0	45	19	0	0	0	0	0	0	0	0	0	0	64
6:00 PM	1	56	16	0	0	1	0	0	0	0	0	0	0	74
7:00 PM	1	43	10	0	0	0	0	0	0	0	0	0	0	54
8:00 PM	0	30	7	0	0	0	0	0	1	0	0	0	0	38
9:00 PM	0	26	9	0	0	0	0	0	0	0	0	0	0	35
10:00 PM	0	18	0	0	0	0	0	0	1	0	0	0	0	19
11:00 PM	0	8	2	0	0	0	0	0	0	0	0	0	0	10
Total	14	1,096	415	10	16	11	1	5	11	1	0	0	1	1,581
Percent	0.9%	69.3%	26.2%	0.6%	1.0%	0.7%	0.1%	0.3%	0.7%	0.1%	0.0%	0.0%	0.1%	

Location: FRONTAGE RD S/O 3RD AVE SW
Date Range: 4/24/2015 to 4/30/2015
Site Code: 01

Wednesday, April 29, 2015
Southbound

Time	FHWA Vehicle Classification													Total Volume
	1	2	3	4	5	6	7	8	9	10	11	12	13	
12:00 AM	0	6	2	0	0	0	0	0	0	0	0	0	0	8
1:00 AM	0	4	2	0	0	0	0	0	0	0	0	0	0	6
2:00 AM	0	9	2	0	0	0	0	0	0	0	0	0	0	11
3:00 AM	0	5	5	0	0	0	0	0	0	0	0	0	0	10
4:00 AM	0	11	9	0	0	0	0	0	0	0	0	0	0	20
5:00 AM	0	25	6	0	1	0	0	0	0	0	0	0	0	32
6:00 AM	0	38	9	0	0	2	0	0	1	0	0	0	0	50
7:00 AM	0	33	13	1	1	0	0	0	0	0	0	0	0	48
8:00 AM	0	46	10	2	0	0	0	0	0	0	0	0	0	58
9:00 AM	0	28	17	0	3	0	0	0	1	1	0	0	1	51
10:00 AM	0	27	13	0	4	1	0	0	1	0	0	0	0	46
11:00 AM	1	47	26	1	5	2	0	0	1	0	0	0	0	83
12:00 PM	1	61	19	0	4	0	0	0	0	0	0	0	1	86
1:00 PM	0	63	29	1	3	1	0	0	1	0	0	0	0	98
2:00 PM	0	77	41	3	2	0	0	1	1	0	0	0	0	125
3:00 PM	1	132	49	2	0	0	0	0	0	0	0	0	0	184
4:00 PM	3	153	55	0	2	1	0	0	1	0	0	0	0	215
5:00 PM	2	143	37	1	1	1	0	0	0	0	0	0	0	185
6:00 PM	2	88	33	0	1	2	0	0	0	0	0	0	0	126
7:00 PM	0	80	15	0	0	0	0	0	0	0	0	0	0	95
8:00 PM	0	50	15	0	0	0	0	1	0	0	0	0	0	66
9:00 PM	1	47	5	0	0	0	0	0	0	0	0	0	0	53
10:00 PM	0	27	5	0	0	1	0	0	0	0	0	0	0	33
11:00 PM	0	16	3	0	1	0	0	0	0	0	0	0	0	20
Total	11	1,216	420	11	28	11	0	2	7	1	0	0	2	1,709
Percent	0.6%	71.2%	24.6%	0.6%	1.6%	0.6%	0.0%	0.1%	0.4%	0.1%	0.0%	0.0%	0.1%	

Location: FRONTAGE RD S/O 3RD AVE SW
Date Range: 4/24/2015 to 4/30/2015
Site Code: 01

Thursday, April 30, 2015
Northbound

Time	FHWA Vehicle Classification													Total Volume
	1	2	3	4	5	6	7	8	9	10	11	12	13	
12:00 AM	0	9	0	0	0	0	0	0	0	0	0	0	0	9
1:00 AM	0	6	2	0	0	0	0	0	0	0	0	0	0	8
2:00 AM	0	13	1	0	0	1	0	0	0	0	0	0	0	15
3:00 AM	0	6	2	0	0	0	0	0	0	0	0	0	0	8
4:00 AM	0	47	11	0	0	0	0	2	2	0	0	0	0	62
5:00 AM	0	92	32	2	0	0	0	0	0	0	0	0	0	126
6:00 AM	2	108	31	0	1	0	0	0	0	0	0	0	0	142
7:00 AM	2	109	52	0	0	0	0	0	1	0	0	0	0	164
8:00 AM	4	79	45	1	2	0	0	0	1	1	0	0	0	133
9:00 AM	0	50	24	0	0	1	0	0	0	0	0	0	0	75
10:00 AM	0	51	25	0	1	1	0	0	0	0	0	0	0	78
11:00 AM	2	61	22	0	4	2	0	1	1	0	0	0	1	94
12:00 PM	1	64	22	0	1	1	0	0	0	0	0	0	0	89
1:00 PM	0	55	15	1	3	0	0	0	0	0	0	0	0	74
2:00 PM	1	44	20	0	2	1	0	0	1	0	0	0	0	69
3:00 PM	0	54	15	0	0	0	0	0	0	0	0	0	0	69
4:00 PM	4	71	24	0	1	0	0	0	0	0	0	0	0	100
5:00 PM	1	61	17	0	0	0	0	0	0	0	0	0	0	79
6:00 PM	0	64	11	0	0	0	0	0	1	0	0	0	0	76
7:00 PM	2	29	7	0	0	0	0	1	0	0	0	0	0	39
8:00 PM	0	37	6	0	0	0	0	0	0	0	0	0	0	43
9:00 PM	1	21	9	0	0	1	0	0	0	0	0	0	0	32
10:00 PM	0	16	3	1	0	0	0	0	0	0	0	0	0	20
11:00 PM	0	8	4	1	0	0	0	0	0	0	0	0	0	13
Total	20	1,155	400	6	15	8	0	4	7	1	0	0	1	1,617
Percent	1.2%	71.4%	24.7%	0.4%	0.9%	0.5%	0.0%	0.2%	0.4%	0.1%	0.0%	0.0%	0.1%	

Location: FRONTAGE RD S/O 3RD AVE SW
Date Range: 4/24/2015 to 4/30/2015
Site Code: 01

Thursday, April 30, 2015
Southbound

Time	FHWA Vehicle Classification													Total Volume
	1	2	3	4	5	6	7	8	9	10	11	12	13	
12:00 AM	0	19	6	0	0	1	0	0	1	0	0	0	0	27
1:00 AM	0	12	2	0	0	0	0	0	0	0	0	0	0	14
2:00 AM	0	9	0	0	0	0	0	0	0	0	0	0	0	9
3:00 AM	0	7	4	0	0	0	0	0	0	0	0	0	0	11
4:00 AM	0	7	5	0	0	0	0	0	0	0	0	0	0	12
5:00 AM	0	23	5	0	0	0	0	0	0	0	0	0	0	28
6:00 AM	1	31	12	0	1	0	0	0	0	0	0	0	0	45
7:00 AM	0	29	12	0	0	0	0	0	0	1	0	0	1	43
8:00 AM	2	44	15	0	4	1	0	0	0	0	0	0	0	66
9:00 AM	0	46	19	0	4	0	0	1	0	0	0	0	0	70
10:00 AM	2	25	18	0	3	3	0	0	0	0	0	0	0	51
11:00 AM	1	60	21	2	2	1	0	0	1	0	0	0	0	88
12:00 PM	2	60	26	1	4	0	0	2	0	1	0	0	0	96
1:00 PM	1	60	24	1	6	3	1	0	0	1	0	0	0	97
2:00 PM	0	109	39	1	4	0	0	0	2	0	0	0	0	155
3:00 PM	2	118	36	3	3	2	0	1	0	0	0	0	0	165
4:00 PM	10	153	48	1	2	1	0	0	2	0	0	0	0	217
5:00 PM	1	133	33	1	1	3	0	0	0	0	0	0	0	172
6:00 PM	1	95	20	1	0	2	0	0	0	0	0	0	0	119
7:00 PM	0	63	12	0	1	0	0	0	0	0	0	0	0	76
8:00 PM	0	50	14	0	0	0	0	0	0	0	0	0	0	64
9:00 PM	0	47	10	0	0	1	0	0	0	0	0	0	0	58
10:00 PM	0	36	8	1	0	0	0	0	0	0	0	0	0	45
11:00 PM	0	17	8	2	0	0	0	0	2	0	0	0	0	29
Total	23	1,253	397	14	35	18	1	4	8	3	0	0	1	1,757
Percent	1.3%	71.3%	22.6%	0.8%	2.0%	1.0%	0.1%	0.2%	0.5%	0.2%	0.0%	0.0%	0.1%	

Location: FRONTAGE RD S/O 3RD AVE SW
Date Range: 4/24/2015 to 4/30/2015
Site Code: 01

**Total Study Average
 Northbound**

Time	FHWA Vehicle Classification													Total Volume
	1	2	3	4	5	6	7	8	9	10	11	12	13	
12:00 AM	0	6	1	0	0	0	0	0	0	0	0	0	0	7
1:00 AM	0	3	1	0	0	0	0	0	0	0	0	0	0	4
2:00 AM	0	9	1	0	0	0	0	0	0	0	0	0	0	10
3:00 AM	0	7	2	0	0	0	0	0	0	0	0	0	0	9
4:00 AM	1	30	9	0	0	0	0	1	1	0	0	0	0	42
5:00 AM	0	70	24	0	0	0	0	0	0	0	0	0	0	94
6:00 AM	1	81	24	1	1	0	0	0	0	0	0	0	0	108
7:00 AM	1	86	35	0	2	0	0	1	1	0	0	0	0	126
8:00 AM	1	64	27	0	1	0	0	0	0	0	0	0	0	93
9:00 AM	0	59	23	0	1	1	0	0	0	0	0	0	0	84
10:00 AM	0	51	26	0	1	1	0	0	0	0	0	0	0	79
11:00 AM	1	65	25	1	1	1	0	0	0	0	0	0	0	94
12:00 PM	1	71	26	0	1	1	0	0	0	0	0	0	0	100
1:00 PM	1	62	22	0	1	0	0	0	1	0	0	0	0	87
2:00 PM	1	53	21	0	1	1	0	0	0	0	0	0	0	77
3:00 PM	1	57	19	0	1	0	0	0	0	0	0	0	0	78
4:00 PM	1	67	27	0	1	0	0	0	0	0	0	0	0	96
5:00 PM	0	55	16	0	0	0	0	0	0	0	0	0	0	71
6:00 PM	1	50	13	0	0	0	0	0	0	0	0	0	0	64
7:00 PM	0	38	9	0	0	0	0	0	0	0	0	0	0	47
8:00 PM	0	30	9	0	0	0	0	0	0	0	0	0	0	39
9:00 PM	0	25	8	0	0	0	0	0	0	0	0	0	0	33
10:00 PM	0	21	3	0	0	0	0	0	0	0	0	0	0	24
11:00 PM	0	7	3	0	0	0	0	0	0	0	0	0	0	10
Total	11	1,067	374	2	12	5	0	2	3	0	0	0	0	1,476
Percent	0.7%	72.3%	25.3%	0.1%	0.8%	0.3%	0.0%	0.1%	0.2%	0.0%	0.0%	0.0%	0.0%	

Note: Average only considered on days with 24-hours of data.

Location: FRONTAGE RD S/O 3RD AVE SW
Date Range: 4/24/2015 to 4/30/2015
Site Code: 01

**Total Study Average
 Southbound**

Time	FHWA Vehicle Classification													Total Volume	
	1	2	3	4	5	6	7	8	9	10	11	12	13		
12:00 AM	0	13	3	0	0	0	0	0	0	0	0	0	0	0	16
1:00 AM	0	8	1	0	0	0	0	0	0	0	0	0	0	0	9
2:00 AM	0	9	1	0	0	0	0	0	0	0	0	0	0	0	10
3:00 AM	0	5	4	0	0	0	0	0	0	0	0	0	0	0	9
4:00 AM	0	6	4	0	0	0	0	0	0	0	0	0	0	0	10
5:00 AM	0	17	6	0	0	1	0	0	0	0	0	0	0	0	24
6:00 AM	0	26	7	0	0	1	0	0	0	0	0	0	0	0	34
7:00 AM	0	28	11	0	1	0	0	0	0	0	0	0	0	0	40
8:00 AM	0	34	14	1	1	0	0	0	0	0	0	0	0	0	50
9:00 AM	0	40	18	0	2	0	0	1	0	0	0	0	0	0	61
10:00 AM	1	40	18	0	2	1	0	0	0	0	0	0	0	0	62
11:00 AM	1	60	23	1	2	1	0	0	0	0	0	0	0	0	88
12:00 PM	1	65	22	1	2	1	0	1	1	0	0	0	0	0	94
1:00 PM	1	66	23	1	2	1	0	0	1	0	0	0	0	0	95
2:00 PM	1	84	30	1	2	1	0	0	1	0	0	0	0	0	120
3:00 PM	1	113	37	1	1	1	0	1	0	0	0	0	0	0	155
4:00 PM	3	122	40	0	1	1	0	0	0	0	0	0	0	0	167
5:00 PM	1	122	31	1	0	1	0	0	0	0	0	0	0	0	156
6:00 PM	1	80	23	0	0	1	0	0	0	0	0	0	0	0	105
7:00 PM	0	62	14	0	0	0	0	0	0	0	0	0	0	0	76
8:00 PM	0	52	13	0	0	0	0	0	0	0	0	0	0	0	65
9:00 PM	0	45	7	0	0	0	0	0	0	0	0	0	0	0	52
10:00 PM	0	32	6	0	0	0	0	0	0	0	0	0	0	0	38
11:00 PM	0	19	5	0	0	0	0	0	0	0	0	0	0	0	24
Total	11	1,148	361	7	16	11	0	3	3	0	0	0	0	0	1,560
Percent	0.7%	73.6%	23.1%	0.4%	1.0%	0.7%	0.0%	0.2%	0.2%	0.0%	0.0%	0.0%	0.0%	0.0%	

Note: Average only considered on days with 24-hours of data.

Location: FRONTAGE RD S/O 3RD AVE SW
Date Range: 4/24/2015 to 4/30/2015
Site Code: 01

**3-Day (Tuesday - Thursday) Average
 Northbound**

Time	FHWA Vehicle Classification													Total Volume
	1	2	3	4	5	6	7	8	9	10	11	12	13	
12:00 AM	0	3	2	0	0	0	0	0	0	0	0	0	0	4
1:00 AM	0	5	1	1	0	1	0	0	0	0	0	0	0	7
2:00 AM	0	12	1	0	0	0	0	0	0	0	0	0	0	14
3:00 AM	0	9	1	0	0	0	0	0	1	0	0	0	0	11
4:00 AM	1	35	11	1	0	0	0	1	1	0	0	0	0	50
5:00 AM	1	95	34	0	0	0	0	0	1	0	0	0	0	131
6:00 AM	1	101	30	2	2	1	0	0	1	1	0	0	0	140
7:00 AM	1	119	47	0	1	0	1	1	1	0	0	0	0	172
8:00 AM	0	74	35	1	1	0	0	0	0	0	0	0	0	110
9:00 AM	0	56	22	0	1	1	0	0	0	0	0	0	0	80
10:00 AM	0	45	25	1	3	1	0	0	0	0	0	0	0	75
11:00 AM	2	47	24	1	1	2	0	0	0	0	0	0	0	77
12:00 PM	1	61	22	0	2	0	0	0	0	0	0	0	1	86
1:00 PM	0	44	25	0	2	1	0	1	1	0	0	0	0	73
2:00 PM	1	49	21	0	2	1	0	1	0	0	0	0	0	75
3:00 PM	0	46	19	1	1	0	0	1	0	0	0	0	0	69
4:00 PM	2	70	28	1	1	1	0	0	1	0	0	0	0	103
5:00 PM	0	50	20	0	0	0	0	0	0	0	0	0	0	70
6:00 PM	1	52	13	0	0	1	0	0	0	0	0	0	0	67
7:00 PM	1	39	10	0	0	0	0	0	0	0	0	0	0	50
8:00 PM	0	29	6	0	0	0	0	0	1	0	0	0	0	35
9:00 PM	0	26	8	0	0	0	0	0	0	0	0	0	0	34
10:00 PM	0	18	1	0	0	0	0	0	1	0	0	0	0	19
11:00 PM	0	6	2	0	0	0	0	0	0	0	0	0	0	8
Total	11	1,091	407	9	16	10	1	4	9	1	0	0	1	1,560
Percent	0.7%	69.9%	26.1%	0.6%	1.0%	0.6%	0.0%	0.3%	0.6%	0.1%	0.0%	0.0%	0.1%	

Location: FRONTAGE RD S/O 3RD AVE SW
Date Range: 4/24/2015 to 4/30/2015
Site Code: 01

**3-Day (Tuesday - Thursday) Average
 Southbound**

Time	FHWA Vehicle Classification													Total Volume
	1	2	3	4	5	6	7	8	9	10	11	12	13	
12:00 AM	0	8	2	0	0	0	0	0	0	0	0	0	0	11
1:00 AM	0	4	1	0	0	0	0	0	0	0	0	0	0	6
2:00 AM	0	9	2	0	0	0	0	0	0	0	0	0	0	11
3:00 AM	0	6	5	0	0	0	0	0	0	0	0	0	0	10
4:00 AM	0	10	8	0	0	0	0	0	0	0	0	0	0	18
5:00 AM	0	23	7	0	1	1	0	0	0	0	0	0	0	31
6:00 AM	0	36	10	0	0	2	0	0	1	0	0	0	0	49
7:00 AM	0	33	13	1	2	0	0	0	0	0	0	0	0	48
8:00 AM	0	42	13	2	1	0	0	0	0	0	0	0	0	57
9:00 AM	0	34	16	0	2	0	0	0	1	1	0	0	1	55
10:00 AM	0	31	13	0	3	1	0	0	1	0	0	0	0	48
11:00 AM	1	47	25	1	5	1	0	0	1	0	0	0	0	80
12:00 PM	1	62	20	0	3	0	0	0	0	0	0	0	1	88
1:00 PM	0	62	28	1	2	1	0	0	2	0	0	0	0	96
2:00 PM	0	81	37	3	2	0	0	1	1	0	0	0	0	126
3:00 PM	1	128	49	2	0	0	0	0	0	0	0	0	0	181
4:00 PM	2	150	54	0	1	1	0	0	1	0	0	0	0	209
5:00 PM	1	146	35	1	1	1	0	0	0	0	0	0	0	185
6:00 PM	1	86	32	0	1	2	0	0	0	0	0	0	0	122
7:00 PM	0	74	15	0	0	1	0	0	0	0	0	0	0	90
8:00 PM	0	53	13	0	0	0	0	1	0	0	0	0	0	68
9:00 PM	1	41	5	0	0	0	0	0	0	0	0	0	0	46
10:00 PM	0	29	5	0	0	1	0	0	0	0	0	0	0	35
11:00 PM	0	15	3	0	1	0	0	0	0	0	0	0	0	19
Total	8	1,209	411	12	25	11	0	3	7	1	0	0	1	1,689
Percent	0.5%	71.6%	24.3%	0.7%	1.5%	0.7%	0.0%	0.2%	0.4%	0.1%	0.0%	0.0%	0.1%	



Agenda Bill No. 15-086

TO: Mayor Guier and City Council Members

FROM: Community Services

MEETING DATE: June 15, 2015

SUBJECT: King County Community Development Block Grant (CDBG) Agreement for Repairs to the roof on the Senior and Community Centers

ATTACHMENTS: **DRAFT** Resolution 2015-264
DRAFT King County Community Development Block Grant (CDBG) Agreement

Previous Council Review Date: N/A

Summary: The City of Pacific Senior and Community Centers are in need of new roofing. The King County Community Development Block Grant (CDBG) Program selected the City of Pacific application to receive funds to repair the youth and senior facilities. The expenditure for these repairs exceeds the repair fund budget.

Recommendation/Action: Staff recommends Council approve Resolution No. 2015-264.

Motion for Consideration: Move to approve Resolution No. 2015-264, A RESOLUTION AUTHORIZING EXECUTION OF THE KING COUNTY FOR CDBG GRANT AGREEMENT FOR FUNDS TO REPAIR THE SENIOR CENTER AND COMMUNITY CENTER ROOFING.

Budget Impact: The City local match for this grant is \$9,905 for in kind services.

Alternatives: Deny the measure and find alternative funding source to repair the roof.

**CITY OF PACIFIC
WASHINGTON
RESOLUTION NO. 2015 - 264**

**A RESOLUTION AUTHORIZING EXECUTION OF THE KING COUNTY CDBG GRANT
AGREEMENT FOR FUNDS TO REPAIR THE SENIOR CENTER AND COMMUNITY
CENTER ROOFING IN THE AMOUNT OF \$106,000.**

WHEREAS, the Pacific Senior Center and the Community Center are in need of new roofs which are estimated to cost \$115,000, and

WHEREAS, the reroofing of structures that serve the various segments of the community are eligible for King County Community Development Block Grant (CDBG) funding; and

WHEREAS, King County Community Development Block Grant (CDBG) has selected the City to receive a grant for \$106,000; and

WHEREAS, by executing the agreement, the City of Pacific agrees to conform to the regulations, statutes, terms and conditions of the King County Community Development Block Grant (CDBG) Program.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF PACIFIC,
WASHINGTON, DOES RESOLVE AS FOLLOWS:**

Section 1. The Pacific City Council hereby authorizes the Mayor to execute an Agreement with King County (Attached as Exhibit A) for CDBG funds in the amount of \$106,000 for construction services to reroof the Senior Center and the Community Center.

Section 2. This Resolution shall take effect and be in full force upon passage and signatures hereon.

ADOPTED BY THE CITY COUNCIL this 22nd day of June, 2015.

APPROVED:

LEANNE GUIER, MAYOR

ATTEST/AUTHENTICATED:

AMY STEVENSON-NESS, CITY CLERK

APPROVED AS TO FORM:

CAROL MORRIS, CITY ATTORNEY

PROJECT IMPLEMENTATION MANUAL
TABLE OF CONTENTS
Section Shaded Means 'Not Applicable Section'

SECTION	SUBJECT	PAGE
1.00 ADMINISTRATION		
1.01	Construction Management Method	2
1.02	Project Team	2
1.03	Owner's Representative	3
1.04	Construction Inspector	5
2.00 PRE-BID, BID, AND AWARD PHASE		
2.01	Pre-bid Meeting	6
2.02	Pre-bid Meeting Agenda	6
2.03	General Make-up of Bidding Documents	6
2.04	Role of the Architect During Bidding Phase	7
2.05	Role of the Owner's Representative During Bidding Phase	7
2.06	Role of Housing and Community Development Project Manager	8
2.07	Advertising for Bids	8
2.08	Addenda During Bidding	8
2.09	Bid Opening	8
2.10	Withdrawal of Bids	9
2.11	Determination of Contractor Responsibility	9
2.12	Bid Protests	10
3.00 CONSTRUCTION PHASE		
3.01	Preconstruction Meeting	10
3.02	Progress Schedule and Contract Bid Cost Breakdown	10
3.03	Contractor's Payment Request	10
3.04	Daily Diary	10
3.05	Record Drawings	10
3.06	PACIFIC-furnished Items	11
3.07	Testing	11
3.08	Safety	11
3.09	Field Instructions	11
3.10	Requests for Information and Submittals	11
4.00 CONTRACT CHANGE ORDER PROCEDURES		
4.01	General	12
4.02	Normal Change Orders	12
4.03	Change Proposal Procedures	12
4.04	Contract Change Order Procedure	14
4.05	Emergency Change Orders	14
4.06	Time Extensions	14
5.00 CONTRACT COMPLETION PHASE		
5.01	General	15
5.02	Attendance at Check Inspection	15
5.03	Punch Lists	15
5.04	Final Inspection	15
5.05	Project Completion Report	15
5.06	Project Files	16
FIGURES		
	Process Flow Chart	17

1.00 ADMINISTRATION

1.01 PROJECT Construction Implementation Method

General

These procedures outline the construction implementation policies and procedures of the HCD-CD and PACIFIC.

The Architect, as part of his/her professional services contract, will provide the technical direction for the project construction, and assist in the administration of the project.

Formatted: Pattern: Clear (Background 1)

Project Team

The Project Team will consist of the HCD Project Manager David Mecklenburg, PACIFIC - Owner's Representative Jim Morgan, PACIFIC Public Works Director, Lance Newkirk, HCD Environmental Review Specialist, Randy Poplock. Other staff may be included as required.

Owner's Representative

The Owner's Representative is the PACIFIC's on-site assistant, and provides on-site coordination and Communication and technical direction.

Architect

Formatted: Highlight

During the pre-construction phases, the Project Team works with the Architect to design and provide construction documents for the construction of the project. From commencement of the bidding phase through the completion of construction, the Owner's Representative assumes a leadership role for the construction phase. During the construction phase the Architect Owner's Representative makes technical decisions regarding the work, and Owner's Representative performs the overall construction administration. The Architect, Owner and HCD Project Manager approve all required tests, materials, equipment, schedules, substitutions of materials, colors, textures, adequacy of work, payments, change orders to the contract, time extensions and final acceptance of the project.

1.02 Project Team

Duties of the Project Team

The Project Team is responsible to the HCD Program Manager, and HCD Coordinator, in such CDBG matters: completion of the PACIFIC Senior and Community Facility Rehab project within the scope and budget approved by the Joint Recommendations Committee (JRC); provide oversight to PACIFIC, Owner's Representative and Architect in their roles in the construction of the project; ensure communication of project status and approvals as required from the Executive and/or committees. The Project Team will make decisions based upon the consensus of the members. Should consensus not be achievable, the issue will be brought before the appropriate line of authority for each entity for further discussion and consideration until a resolution is found.

Limits of Authority

Any proposed out-of-scope changes will be reviewed by the Project Team and concurrence obtained from the HCD Community Development Coordinator before giving approval to proceed with the changes to the Owner's Representative. The Project Team will closely monitor budget status and promptly notify the HCD Community Development Coordinator should current projections exceed approved budget. It is anticipated that the construction contract will be awarded at an amount less than the budgeted amount, and that a 10% contract contingency will be authorized for management of the project similar to other similar construction projects.

Should the Project Team determine that the 10% contract contingency is likely to be exceeded; a project budget amendment will be presented to the HCD Community Development Coordinator for presentation to the HCD Program Manager for approval in accordance with normal procedures. Should the Project Team determine that budget amendments are required to complete the project that will exceed the approved project budget by more than 50%, approval will be required from the HCD Community Program Manager and ultimately from the JRC.

1.03 Owner's Representative

Duties of the Owner's Representative

The Owner's Representative shall provide on-site construction administration and inspection; coordinate any construction inspectors assigned; and provide coordination and communication between the Project Team, the PRIME, the Architect, and any additional PACIFIC consultants. The Owner's Representative shall provide documentation and prepare reports.

Limits of Authority

The Owner's Representative shall NOT have the authority to enter into contracts or agreements or to make changes to any of the contracts or agreements on behalf of PACIFIC without the specific approval of the HCD Community Development Coordinator. The Owner's Representative may approve minor changes up to \$5,000 that are in-scope of the current project design. Any out-of-scope changes must be brought to the Project Team for review.

The Owner's Representative shall have signature authority for correspondence in administering the project with the PRIME, the Architect, PACIFIC, and the testing laboratories with the inclusion of initials of the HCD Project Manager indicating review and approval.

Construction Administration

- a. Review all contract documents and ensure all appropriate PACIFIC / County procedures are used. Recommend revisions or new procedures as necessary.
- b. Monitor overall budget and schedule, and advise the Project Team of any trends that affect the timely procedures and cost effective completion of the project.
- c. Attend weekly and special construction meetings to evaluate and control progress, quality, budget, and other items for which action may be needed.
- d. Review and coordinate all services provided by testing and inspection firms for compliance with service agreement requirements. Review and approve all invoices submitted by these testing and inspection firms and then submit recommendations to the Project Team for final approval. Review and initial the daily diary of the construction inspector. See Figure (1) for process flow.
- e. Monitor Architect submittal log to assure all submittals are approved in a timely manner (this includes resubmittals). Request Architect to distribute a final submittal log which demonstrates acceptance of all submittals. See Figure (2) for process flow.
- f. Check the contractor's estimate of work completed for partial payments based on the approved cost breakdown. See Figure (3) for process flow.
- g. Monitor progress schedule to reflect work completed vs. actual time.
- h. Evaluate and make recommendations to the Project Team regarding proposed contract changes and resolution of all claims. As directed by the Project Team, participate in or conduct negotiations to resolve claims or disputes. See Figures (4) and (5) for process flows.
- i. Maintain a change order log that includes a cumulative total of changes to the contract, and reconcile change order costs with contractor payment requests.
- j. Coordinate final acceptance, inspection, and scheduling of occupancy.

- k. Monitor completion and turnover of operation and maintenance data and record drawings. Monitor required operating tests and training required by contract. Execute the Certification of Completion form. Complete and transmit the Project Closeout Checklist to the Project Team.
- l. Coordinate additional PACIFIC consultants.

Inspection

- a. Be familiar with the plans and specifications and the general contractor's operations at all times.
- b. Personally observe, check and measure items placed in the construction for compliance to the contract documents, technical instructions from the Architect and directives from the Project Team.
- c. Supervise and/or perform on-site testing and ensure that all required tests are performed by the testing laboratory, or the contractor or the Architect as specified in the contract documents. Check and report all failed tests to the Architect, the PRIME, and the Project Team and request instructions as to further procedure. Check billings from the testing laboratories to see that billings reflect only tests actually performed and requested, and that unit rates match personnel used and tests performed.
- d. Prevent installation of any related work until shop drawings have received final approval from Architect.
- e. Inspect all materials immediately upon their delivery to the site to ensure that they comply with the specifications and approved submittals and shop drawings, and are in good condition, new, undamaged, etc. Mark, segregate, and remove condemned materials.
- f. Receive samples which are required to be furnished at the job site; record date received and from whom, notify Architect of their readiness for examination, record Architect's approval or rejection; and maintain custody of approved samples.
- g. Record the Architect's or their consultant's verbal instructions during field supervision trips, in the construction inspector's daily diary for that day or on a field instruction report. Should there be any question as to the consultant's instruction, he shall consult the Architect whose decision shall govern.
- h. Assist in relaying instructions from the Project Team and the Architect to the Prime contractor and in relaying problems from the contractor to the Architect and the Project Team for solution. Actively assist in securing decisions and clarification from the Architect in a timely manner. See Figure (6) for process flow.
- i. Review the contractor's work on the required record drawings weekly to ensure that they are accurately marked up as required. Report any non-compliance at project meetings.
- j. Assist the Architect in Perform the final inspection and project acceptance phase.
- k. Upon completion of the project, review with the Architect any and all warranties, keying, operating instruction, completion of final punch list items, etc., that are called for in the project documents. Confirm that these are received before certifying the completion of the work in writing.
- l. Execute the Certification of Completion form, at completion of construction, that the project was constructed in accordance to the project documents.
- m. Complete and transmit the Project Closeout Checklist to the Project Team.
- n. Report to the Project Team poor performance or any acts prejudicial to the PACIFIC's/County's interests. This report shall be in writing whenever such conditions may come to Owner's Representative's attention.

Documentation

- a. Develop procedures to initiate and maintain document files.
- b. Maintain project journal describing general events, noting problems and unusual events, decisions and directions given to the contractor by the Architect, the Project Team, or the Owner's Representative. The journal should be completed at least weekly, and factually. The journal should reflect the contractor's activities each day, and include weather conditions, personnel working, and significant pieces of equipment on site. The journal shall be officially documented by incorporation

into the weekly project meeting minutes. Fill out and transmit to the Project Team a report of injury whenever there is an accident.

- c. Submit weekly and monthly written reports to the Project Team and the Architect to reflect new and unresolved issues, schedule, quality control, submittal review, budget control including contingency balance, and any other pertinent issues. Project progress reports shall reflect completed work versus contract time.

Additional Duties

- a. Manage the Architect contract. Process requests for payment, verify completion of required contract tasks, and negotiate any proposals for additional fees due to changes in the contract work. Any increases to the scope of the Architect contract must be reviewed and approved by the Project Team.
- b. The Owner's Representative may assume other responsibilities as directed by the Project Team. The Facilities Manager may be required to assume the duties of the Owner's Representative in his/her absence.

1.04 Construction Inspector

Any construction inspector assigned to the project will be administratively supervised by the Owner's Representative and/or Facilities Manager. The construction inspector may perform some of the duties assigned above to the Owner's Representative as directed by the Owner's Representative.

Limits of Authority

The construction inspector shall NOT have the authority to enter into contracts or agreements or to make changes to any of the contracts or agreements on behalf of the PACIFIC or County.

Restrictions on the Construction Inspector's Authority

- a. Shall rely on the Architect for technical interpretations of the contract documents. This includes approval of shop drawings and samples.
- b. Shall not authorize deviations from the project documents.
- c. Shall not avoid conducting any tests required.
- d. Shall not interfere with the responsibilities of the contractor and its field staff.
- e. Shall not advise on, or issue directions relative to any aspect of the building technique or sequence unless a specific technique or sequence is called for in the specifications.

Duties of the Construction Inspector

- a. Maintain an effective working relationship with the contractor, the Architect, the Owner's Representative and the County, so as to safeguard the interest of PACIFIC and County;
- b. Be tactful, firm, and fair in his/her insistence to the adherence of the intent of the contract documents;
- c. Review and inspect work and materials in a timely manner so as to avoid, as much as possible, disruption to the schedule or work already in place;
- d. Rely on the Architect to solve technical problems that arise during construction;
- e. Exert extreme care that verbal and written communications to the contractor cannot be misinterpreted as changes in the scope of the work, or a change in the contract amount, unless the communication has the written approval of both the Owner's Representative and the County.

Commented [DM1]: This section is primarily set up for a 3rd party inspector for Non-profit work. In the case of the City, the Building Inspector is a different position with different responsibilities and powers, although some duties and job knowledge overlap.

2.00 PRE-BID, BID, AND AWARD PHASE

2.01 Pre-bid Meeting

Shortly before advertising is to begin (when the construction documents are in plan check), the Owner's Representative will notify the Project Team and the Architect of the pre-bid meeting. The Owner's Representative reviews the following: with the Architect: chairing project meetings and producing minutes, response times to shop drawings and requests for information, any special requirements, Division One requirements and language. See Pre-bid Meeting Agenda.

2.02 Pre-bid Meeting Agenda (Sample)

- a. Review the special requirements of PACIFIC and County, such as phasing, traffic control, parking, staging areas, deadlines, equipment installations, occupancy, and temporary utilities from utility company, etc. (project should pay its own way for temporary utilities), and have Architect incorporate them into the Division One specifications.
 1. Phasing: review phasing requirements in detail.
 2. Schedule: review any milestones and deadlines.
 3. Utilities
 - (a) Shutdowns: discuss length of notice required and any special times (e.g. weekends only, etc.)
 - (b) Chargebacks: discuss whether contractor is to be billed or if contingency is to cover costs, etc.
 4. Determine any PACIFIC -supplied equipment.
 5. Determine contractor parking, staging area and haul routes and any restrictions.
- b. Review the contract time of performance and liquidated damages for contract overrun.
- c. Discuss the alternatives, allowances and/or unit price policies. Determine if any are to be included, and how covered in Division One and on bid proposal form.
- d. Plan the coordination of the project construction with other developments underway or proposed during the construction phase of the subject project.
- e. Set the bidding date and the amount of the plan deposit, and decide where bidders may secure plans or review them.
- f. Discuss the issuance of addenda.
- g. Explain the procedures and responsibilities for conduct of the project bidding and award of contract.
- h. Outline the testing procedures and explain construction inspection services.
- i. Discuss other items pertinent to this project, for example, all PACIFIC -required restrictions shall be discussed and incorporated, if in the best interest of the PACIFIC.

2.03 General Make-up of Bidding Documents

Bidding documents consist of the project plans and specifications and all local, state and federal requirements, both generated and prepared by the City Architect. PACIFIC preference re bid documents inserted here....It is preferred that technical specifications are printed on 8-1/2 x 11-inch sheets bound on the left side into book format. Printing on both sides of each sheet is preferred in order to make a thinner volume. PACIFIC does have standard contract general conditions and other legal requirements that must be included in the bidding documents. A copy of these documents is furnished by the Owner's Representative to the Architect for reproduction and inclusion in the specification book. The following material must be bound into the volume containing the specifications:

- a. Cover and title page, prepared by the Architect
- b. A general index of the volume, prepared by the Architect

- c. Special Conditions: if not included in Division One, PACIFIC may include provisions tailored to meet PACIFIC needs herein, these must be approved by Project Team. **The following Environmental Review Mitigation measures shall be incorporated into bid specs.**

Summary of environmental conditions and mitigation measures (to include in contract):

- 1) Archaeology
An Unanticipated Discovery Plan for unknown archaeological and human remains shall be in effect during construction. In the event that archaeological or historic materials are discovered during project activities, work in the immediate vicinity shall stop, the area secured, and the King County Project Manager, State Department of Archaeology & Historic Preservation and concerned tribes notified, and any related issues shall be resolved before construction work continues.
 - 2) Coastal Zone Management Act
 - (a) The Contractor shall comply with the State Environmental Policy Act, if applicable.
 - (b) The Contractor shall comply with all state and local laws and ordinances including stormwater, surface water and ground water regulations, as applicable.
 - 3) Endangered Species Act
 - (a) The Contractor shall not remove trees or streamside/riparian vegetation;
 - (b) The Contractor shall comply with all state and local building codes and stormwater regulations; and
 - 4) The Contractor shall discharge treated stormwater to non-salmonid-bearing stream within the same subbasin (discharge point must be a minimum of ¼ mile from salmonid bearing stream or proposed/designated critical habitat), or infiltrate all treated stormwater within the same subbasin.h. Technical specifications, prepared by the Project Designer.
- d. Contract general conditions, furnished by the Owner's Representative and the HCD Project Manager, including sample forms for contract, bonds, etc.
- e. Supplementary general conditions, furnished by the Owner's Representative, and HCD Project Manager,
- f. All pertinent Prevailing wage rates, furnished by the Owner's Representative and HCD Project Manager
- g. Division one general requirements, prepared by the Architect and approved by the Owner's Representative; may include provisions tailored to meet PACIFIC needs, e.g. laydown areas, traffic and parking control.

2.04 Role of the Architect During Bidding Phase

The responsibilities of the Architect during bidding phase include:

- a. Reproduce the plans and specifications and furnish them for distribution to bidders;
- b. Answer all questions from bidders relative to the project in an appropriate manner;
- c. Issue all addenda after obtaining approval from the Owner's Representative and HCD Project Manager;
- c. Attend the formal bid opening;
- d. Evaluate any bid overrun;
- f. Submit a complete listing of all tests required in accordance with the project specifications.

2.05 Role of the Owner's Representative During Bidding Phase

During the bidding phase of the project, the responsibilities of the Owner's Representative include:

- a. Make all arrangements required to accommodate the pre-bid walkthroughs. (Optional)
- b. Reproduce the plans and specifications and furnish them for distribution to bidders;
- c. Answer all questions from bidders relative to the project in an appropriate manner;
- d. Coordinate delivery of the project plans and ensure that both the plans and specifications are numbered consecutively.
- e. Ensure that a record is kept of all plans and specifications issued, by number of bid set and name of contractor receiving that bid set, along with contractor's address, phone and fax numbers.
- f. Issue all addenda after obtaining approval HCD Project Manager;
- g. Ensure that all addenda issued are attached to the plans and specifications on hand and that copies are mailed to all plan holders.
- h. Handle all public information releases concerning the project through the Project Team.
- i. Prepare and conduct the formal bid opening at PACIFIC; accurately record all bids received on the official Abstract of Bids form.
- j. Evaluate any bid overrun;
- k. Submit a complete listing of all tests required in accordance with the project specifications.

2.06 Role of HCD Project Manager During Bidding Phase

During the bidding phase of the project, the responsibilities of the HCD Project Manager include:

- a. Accompany the Owner's Representative on the pre-bid walkthroughs. (Optional)
- b. Review the records kept of all plans and specifications issued by number of bid set and name of contractor receiving that bid set, along with contractor's address, phone and fax numbers.
- c. Verify that all addenda issued are attached to the plans and specifications on hand and that copies are mailed to all plan holders.
- d. Coordinate with Owner's Representative to assure that all public information releases concerning the project through the Project Team.
- e. Attend the formal bid opening at PACIFIC; verify accuracy of the recording of all bids received on the official Abstract of Bids form.

2.07 Advertising for Bids

The Owner's Representative is responsible for placing advertisements soliciting bids in appropriate trade papers and newspapers in accordance with the provisions of the contract laws that apply. Advertisements for bids are placed approximately four weeks prior to the bid opening date. At this time the Owner's Representative directs the Architect to produce project plans and specifications and arrange for Builder's Exchange on-line system by the day of the first advertisement date. The Architect shall seek bids for the printing and select the most economically responsive bid. A minimum of two sets of project plans and specifications shall be directed to the Project Team, and the Architect shall keep adequate sets for his/her own use.

2.08 Addenda During Bidding

The Architect is the only person who may clarify the contract documents and answer questions from bidders or other interested parties during the bidding period. The Owner's Representative must direct all questions concerning the project to the Architect, other than those questions relative to withdrawing plans, etc., which are not technical. As the result of these questions and Architect review of the plans, the need for clarification or additional information sometimes becomes necessary. The Architect will then contact the Project Team for authorization to prepare and issue an addendum to the plans and specifications. The Architect will also send to the Owner's Representative sufficient copies of the addendum for mailing to all plan holders and attachment to any remaining plans and specifications. The

Owner's Representative must first clear addenda changes with the Project Team before they are issued. Addenda must be issued in sufficient time for bidders to react to them, and three days is deemed the minimum time for this.

2.09 Bid Opening

Location, Time and Date, and Preparation for Bid Opening

For maximum success, bid opening should be scheduled for 10:00 a.m. on a Tuesday, Wednesday or Thursday (due to traffic in Northwest/King County and staff availability at PACIFIC and County. The bid opening should not be scheduled on the day preceding or following a holiday or a vacation. It is recommended to avoid morning bids and bids held on Monday and Friday. The PACIFIC City Clerk presides over the bid opening and receives all bids submitted at the bid room. Ten minutes before the bid opening the recorder must make a telephone check on the room clock and adjust it if it is not accurate. It is recommended that the recorder then announce the time at intervals until the scheduled bid opening time is reached. As a clarification, if the time for receiving bids expires at 10:00 a.m., then all bids must be submitted prior. No bids may be received after this time. When the scheduled bid opening time is reached, the recorder must notify the City Clerk, who is responsible for signaling the end of the bid acceptance period promptly with a bell or gavel or loud voice and announcing "The period for accepting proposals by PACIFIC for the construction of Valley Ridge Community Facility Expansion is closed".

Commented [DM2]: I can easily replace this text with procedural language the City currently uses.

Bids will now be publicly opened and read." It is mandatory that no bids tendered after the audible signal of the bell or gavel be accepted. Acceptance of a bid after this signal could result in a protest by a bidder, which would lead to rejection of all bids submitted. The actual bid opening shall be as follows: Recorder will open one sealed envelope with the bid and hand it to the City Clerk who will extract the bid from the envelope and read Contractor's name and state whether or not a bid security is attached, the subcontractors are listed. The City Clerk will then announce the amount of the bid with any additive or deductive alternatives that are listed. The recorder will record this information on the Abstract of Bids form. This procedure shall be repeated until all the responsive bids are read. The City Clerk will also state the number of bids that have withdrawal requests, but nothing else concerning these bids. After all the responsive bids are read and tabulated, the City Clerk will state: "The tabulation will be checked, and the apparent low bidder announced." The City Clerk will then check the tabulation against the bids while at the bid table. When the bids have been checked, the announcer will make an audible signal and state "The apparent low bidder is (state name, address, bid price). The apparent second low bidder is (state name, address, bid price)." The City Clerk then closes the bidding procedure with "The receiving of bids for the [project title] project is closed, and the bids submitted will be taken under advisement and verified for responsiveness and vetted for responsibility by the PACIFIC and King County."

2.10 Withdrawal of Bids

A bid may be withdrawn prior to bid opening by submittal of a letter of withdrawal to PACIFIC. The Owner's Representative must make sure, by direct question, that it is a bid withdrawal letter. The Owner's Representative must then open the letter, read it, and staple it to the bid that is to be withdrawn. This bid must be set aside, to be returned to the bidder unopened.

2.11 Determination of Contractor Responsibility

The Owner's Representative is responsible for completing the responsibility determination for the apparent low bidder. As specified in the contract General Conditions, there is specific information that must be provided by the low bidder within a fixed period of time after bid opening for PACIFIC to be able to make this determination. In the event PACIFIC determines the apparent low bidder is not responsible, there is a specified period within which a contractor can appeal the determination. After the appeal period, the process will start again with the next apparent low bidder. Any potential determination of non-responsibility must be discussed in advance with PACIFIC Attorney.

2.12 Bid Protests

The Owner's Representative will immediately confer with the PACIFIC Attorney, and suspend contract award, if a protest is received from any bidders within the specified protest period.

3.00 CONSTRUCTION PHASE

3.01 Preconstruction Meeting

The Owner's Representative is responsible for scheduling a preconstruction meeting at the nearest appropriate location to project site at the time of execution of the contract with the successful prime contractor (normally prior to the Notice to Proceed). Attendance at this meeting includes the Owner's Representative, other PACIFIC staff; the Architect; the contractor; construction inspector. The main duties and responsibilities of the persons filling these positions are outlined at this meeting. The Owner's Representative shall chair this meeting, which will be based on the preconstruction meeting agenda.

HCD Project Manager shall present each prime contractor and their accounting and/or payroll staff with detailed information regarding compliance with CDBG Program Regulations including, but not limited to, federal labor standards and Section 3 regulations. Pertinent federal forms will be distributed at the preconstruction meeting prior to the Notice to Proceed being issued.

3.02 Progress Schedule and Contract Bid Cost Breakdown

As specified and as required by the contract, the PRIME shall prepare a construction schedule and a contract bid cost breakdown, and submit copies to the Owner's Representative and HCD Project Manager and the Architect. The Architect, with input from the Owner's Representative, HCD Project Manager and Project Team, will review and approve both the schedule and the breakdown. Responses shall be compiled by the Architect the Owner's Representative and returned to the PRIME with copies to the Project Team. Project Team is responsible for reviewing the progress completion schedule on a monthly basis and alerting the Architect the Owner's Representative of any slip in the PRIME's performance of the approved construction schedule.

3.03 Contractor's Payment Request

The approved bid cost breakdown shall be used by the PRIME in the preparation of the regular monthly payment request on standard payment request forms. The PRIME shall submit four sets of payment requests, all with original signatures. The Owner's Representative and HCD Project Manager and Architect shall sign the payment request certifying that the completed percentage of work is accurate. The certified payment request shall be reviewed then forwarded to the Finance Director for approval, processing, and distribution. The PRIME will submit an updated construction schedule as part of the payment request.

3.04 Construction Journal

During Construction the Owner's Representative and HCD Project Manager shall coordinate keep a construction journal. At weekly meetings they shall sign and date the journal to prevent postdate entries. The construction journal will be used as record for and base of discussion for the weekly meeting minutes and is therefore extremely important and must be properly kept. Journals may also be maintained electronically. If the diary is maintained electronically, it is advised that at the end of each week the Owner's Representative print out the relevant entries, and then sign and date the page directly under the last line of text to prevent postdate entries, and keep that signed page in a file.

3.05 Record Drawings

The Owner's Representative and the Architect shall see that the contractor maintains "as-built drawings" during the course of construction as required by the contract. The contractor will transmit record drawings

to the Architect the Owner's Representative as part of the completion documents. The Architect the Owner's Representative will correct his/her tracings at the completion of the contract in accordance with his/her design agreement. These drawings shall show actual as-built conditions including changes of dimensions or locations of items from the plans. Each change order to the contract shall be shown by reference or sketch drawing on the "record drawings." Supplementary drawings and change order drawings shall become a part of the record package. Every sheet of the contract drawings that differs from the record condition shall be marked to reflect the actual conditions, and sheets so changed shall be noted on the drawing title sheet. "Record drawings" shall be sufficiently exact and detailed so that any future work to the structure and adjacent areas may proceed with a minimum of difficulty.

3.06 PACIFIC-furnished Items

The Owner's Representative/construction inspector shall be responsible for coordinating the delivery of project items to be furnished by PACIFIC.

3.07 Testing

At the beginning of the contract, the Owner's Representative the Architect will list the materials and the types of testing required by the contract. The Owner's Representative will furnish the name of the testing laboratory that will perform the tests that are not the responsibility of the PRIME. All field samples of materials to be tested shall be taken by the Owner's Representative/construction inspector or by the laboratory in his/her presence. Complete records shall be kept of all samples taken and tested as well as the results of the tests. Testing laboratories shall have their on-site services verified by the Owner's Representative. Field tickets signed by the Owner's Representative shall be attached to laboratory payment requests or invoices as a services source document. Testing required to be performed by the PRIME will be monitored by the Owner's Representative/construction inspector and reports from the testing laboratory will be submitted to the Architect for review.

3.08 Safety

Safety shall be a prime consideration in every operation on a construction project. The Owner's Representative/construction inspector shall review the appropriate safety measures to be used by the PRIME. A clean and safe job is a requirement of the contract, and adequate means are provided in the contract to enforce these conditions. Liability for safety shall be solely the responsibility of the PRIME.

3.09 Field Instructions

Field instructions are the official written communication between the Owner's Representative/construction inspector and the PRIME. Copies of all field instructions shall be sent to the Architect. Field instructions may be served or addressed to the contractor for:

- a. Emergency work including safety violations;
- b. Outlining deficiencies and/or inspection corrections;
- c. Architect Directions or clarification;
- d. Directions to proceed with a change per the Contract General Conditions with the Project Team's authorization;
- e. Directions to proceed with disputed work per the Contract General Conditions with the Project Team's authorization;
- f. Other reasons requiring written communications.

3.10 Requests for Information (RFI) and Submittals

The Owner's Representative shall assist in timeliness by regular follow-up on all Requests for Information (RFIs) and all submittals of required materials and shop drawings to avoid delay in securing answers and approvals thereof. Materials shall be approved by the Owner's Representative the Architect before they

are allowed to be placed, otherwise notification should be given to the PRIME that he is proceeding at his/her own risk. If the PRIME claims that an RFI or submittal response is a change to the contract, the Owner's Representative and the Architect shall review the PRIME's claim and make recommendations to the Project Team as required; if a change is intended or direction to proceed under protest is required, a field instruction signed by the Owner's Representative and HCD Project Manager (pdf acceptable) shall then be produced and transmitted to the PRIME.

4.00 CONTRACT CHANGE ORDER PROCEDURES

4.01 General

When the proposed need for a change order is first known by the Owner's Representative the Architect, a change proposal shall be prepared. It is the conceptual approval form and should be prepared for each change as early as possible. A partial purpose of the change proposal is to eliminate unnecessary cost proposal requests to the PRIME and to control additional construction and design costs. All proposed or requested changes to the contract in excess of the Owner's Representative's authority shall be discussed with the Project Team prior to or concurrent with a change proposal being prepared. The Project Team shall determine whether or not to proceed with the proposed or requested change. When so notified by the Owner's Representative, the Architect shall proceed with the change proposal. No extra services are to be used by the Architect prior to the approval.

4.02 Normal Change Orders

- a. The need for a change order usually arises from one of the following reasons:
 1. Error in or omission from the contract documents;
 2. Unforeseeable job site conditions such as rock, expansive soil, unrecorded utility lines or similar circumstances;
 3. Change in the requirements of a regulatory agency, such as revisions in building codes, fire, safety or health regulations;
 4. A change originated by the Owner;
 5. Changes in specified work due to the unavailability of specified materials.
- b. The the Owner's Representative Architect shall prepare a change proposal, in accordance with the following instructions and submit it to the Owner's Representative and HCD Project Manager.

4.03 Change Proposal Procedures

- a. The Owner's Representative Architect shall assign numbers to change proposals sequentially. Should a change proposal be voided or not used, then the change proposal log shall reflect that status.
 1. Description of Proposed Change: The Owner's Representative Architect shall describe completely and definitively the change or changes proposed.
 2. Necessity for Proposed Change: The Owner's Representative Architect shall state on the change proposal the condition, circumstance or occasion which makes the change proposal necessary. Be precise and specific. Indicate precisely what code change has been made, what condition was encountered, or what error or omission exists.
 3. Origin and Originator of Proposed Change: The Owner's Representative Architect shall name the originator of the proposed change and identify the original proposer, i.e. Architect, PRIME, Owner's Representative.
 4. Classification of Proposed Change: Circle the appropriate classification. It should clearly not fit any of the other classes and must be described. Classification '4.6' is not allowed on annual reports to the Trustees, so it is best to classify the change by primary class, '4.1' to '4.5.' If multiple classifications are necessary, split the proposed change into separate classifications, along with cost and other identifying information.

- 4.1 Error in or omission from the contract documents. Split this classification into two subgroups for annual reporting to the City Council:
 - 4.1.1 Errors;
 - 4.1.2 Omissions.
 - 4.2 Unforeseeable job site condition such as rock, expansive soil, unrecorded utility lines or similar circumstances.
 - 4.3 Change in the requirements of a regulatory agency, such as revisions in building codes, safety or health regulations.
 - 4.4 A change originated by the Owner.
 - 4.5 Changes in specified work due to the unavailability of specified materials.
 - 4.6 Other, describe when applicable.
5. Estimated Cost of Proposed Change
- b. Construction Cost (Architect Estimate): The Owner's Representative Architect must provide an estimate of the additional cost or credit for the proposed change. If the Owner's Representative Architect estimates a change proposal to be a no-cost change, the estimated cost should be indicated as \$0. When the proposed change is originating from other than the PRIME, the cost estimate should be made by the Owner's Representative Architect. The construction cost estimate should be of the "order of magnitude" or "probable cost" type. The Owner's Representative Architect should obtain assistance in obtaining the estimated construction costs from the Architect's consultants, when appropriate. The Owner's Representative Architect should not discuss his estimate of the construction cost with the PRIME. At this stage there is no assurance a change will be approved. When the proposed change originates from the PRIME, and the PRIME submits a cost, the Owner's Representative Architect shall review the PRIME's cost, using, where appropriate, the Owner's Representative's Architect's consultants and shall recommend that the PRIME's cost is or is not a valid cost for the work done.
 - c. Architect Extra Service Compensation: The Architect must also provide an estimate of the extra Architect compensation required to make changes in the contract documents or produce additional drawings and/or specifications necessary to proceed with the execution of the proposed change. If the proposed change is Item 4.1 (error in or omission from contract documents), the estimated design cost shall always be indicated as \$0. The extra compensation requested by the Architect may be allowed if it is in accordance with the Architect's Agreement and is approved by the Project Team. Failure to include extra compensation in the change proposal may preclude the Architect from claiming such extra compensation at a later date. Incorrectly quoted compensation may be revised upon submittal by the Architect of a complete description and substantiation for the additional compensation prior to approval of the proposed change order. A delay in this submission may result in a rejection of the amended compensation request. If approved, a letter authorizing the extra services compensation will be sent to the Architect from the Project Team.
 - d. Preparation and Recommendation: The Architect must include his/her signature and then submit the change proposal to the Owner's Representative. The Owner's Representative will then secure the reviews/approvals of the Project Team.
 - 1 The Owner's Representative shall make a recommendation on all proposed changes and is authorized to approve changes not exceeding \$5,000 under the following circumstances:
 - (a) The change is essential to the project and is not a change in scope, including changes originated by PACIFIC /County, or a change dealing with administrative items.
 - (b) The Owner's Representative Architect, and/or his consultant, agrees to the need for the change, and, if possible, the estimated cost.

Note: A change "originated by PACIFIC" is considered an "elective change" for the purpose of these recommendations.
 - 2 Project Team: All proposed changes with a possible change in scope or costing over \$5,000 require the Project Team approval.

4.04 Contract Change Order Procedure

- a. The Owner's Representative **Architect** shall complete three copies of the contract change order form, all three copies with original signatures (including the Architect's signature), attach to each copy all back-up materials, and send all three copies to the Contractor for signature. The Owner's Representative **Architect** shall assign numbers to change orders sequentially. Should a change order be voided or not used, then the change order log shall reflect that status.
- b. PRIME shall review and sign contract change order and send all copies, each with back-up materials, to the Owner's Representative for signature.
- c. Owner's Representative and HCD Project Manager shall review each contract change order for conformance to the approved change proposal(s) and review all attached back-up for completeness and conformance to the contract specifications. Owner's Representative and HCD Project Manager shall sign all change orders not exceeding \$5,000. If there are multiple change items on a single change order, the Owner's Representative and HCD Project Manager may sign the change order only if the absolute value of each separate item listed on the change order does not exceed his/her authority. If one or more of the items exceeds the Owner's Representative's signature authority the Owner's Representative must secure approval from the Project Team.

4.05 Emergency Change Orders

- a. Emergency change orders, as defined in the Contract General Conditions, are those requiring immediate action to avoid a serious work stoppage, delay and/or extra costs.
- b. **Architect**, Owner's Representative/Construction Inspector shall advise the Project Team of the emergency situations and, if possible, estimate the cost of the change. The Owner's Representative and HCD Project Manager shall give verbal approval to all changes involving a change in scope, including a change originated by the PACIFIC. A lump sum cost shall be agreed with the PRIME. If the agreement on cost is not reached, PRIME shall proceed on a time and material basis, with an "authorization limit", if required, and utilizing a field instruction or letter from the Owner's Representative with HCD Project Manager's initials.
- c. Owner's Representative shall issue PRIME a field instruction on which Owner's Representative has authorized PRIME to proceed on the agreed lump sum cost or on a time and material basis, or on other agreed cost basis.
- d. **Architect** The Owner's Representative shall immediately prepare a change proposal, including an estimate of the cost, as normal, and transmit it to HCD Project Manager for approval. When work is completed, the **Architect** Owner's Representative shall prepare a formal contract change order. The **Architect** Owner's Representative shall attach necessary documentation, including copies of time and material logs, if required, to the contract change order. Cost of the change may be according to an agreed lump sum, based on certified time and material costs, or a combination as appropriate.

4.06 Time Extensions

- a. Contractor may request a time extension when submitting its cost for a change. A time extension may be allowed only upon justification in accordance with the Contract General Conditions. Schedule impact of critical path work which will cause the project to complete later than the official completion date is the base criterion for a time extension.
- b. Time extensions should be reviewed by **Architect** and in consultation with the Owner's Representative and HCD Project Manager prior to making recommendations to the Project Team. Acquire the Project Team's concurrence prior to including a time extension on a change order. To allow time may cause extended overhead cost, and to deny it may cause construction acceleration.

5.00 CONTRACT COMPLETION PHASE

5.01 General

When a project is nearing completion in accordance with the Contract General Conditions, the first step for project acceptance shall be a check inspection. This check inspection is held to assure conformance to the contract requirements and to generate a punch list of work to be completed, adjusted, or corrected prior to the final inspection that verifies completion for acceptance. The Owner's Representative/ construction inspector and HCD Project Manager and the Architect will establish a date for this inspection of the contract work.

5.02 Attendance at Check Inspection

Present at the check inspection shall be the Architect, the Owner's Representative, other PACIFIC staff if appropriate, and the contractor. The Owner's Representative/construction inspector shall coordinate punch lists of items that must be completed, adjusted or corrected to complete the contract work. The Architect/Owner's Representative will be responsible for a timely compilation of all consultant punch lists. The PRIME shall witness the inspection to receive information and instructions regarding the work to be done. A draft copy of the punch list may be given to the PRIME after the inspection. Inspection should start promptly and continue until completed, and may be more than one day in some projects. If the work has not progressed as contemplated and is not ready for a check inspection, it may be canceled and continued when ready. The punch list should be transmitted to the PRIME timely with copies to all parties.

5.03 Punch Lists

The Owner's Representative is responsible to assure that the contractor completes the punch list items. The Owner's Representative must be sure the PRIME is aware of the extent of work required by each item and urge early completion of all items. The Owner's Representative shall keep the Architect and the Project Team advised as to the status of the punch list items, in order that the earliest possible date for the final inspection of the project may be set. The punch list status should be included in the Weekly Report at this stage of the project. Any outstanding items on the Project Closeout Checklist shall be added to the punch list, as appropriate. This includes timely submittal of as-builts. The Owner's Representative should aggressively remind the PRIME and the Architect of the need to timely submit as-builts. Contract funds will be retained from each until this submittal is satisfactorily complete.

5.04 Final Inspection

When the punch list items have been completed, a final inspection shall be held to inspect the completed work. The final inspection may end the contract time and transfer the project to the PACIFIC /County for occupancy and maintenance. The Owner's Representative shall coordinate the date and time for the final inspection of the project with the HCD Project Manager, Architect and the Project Team. After the final inspection, the Owner's Representative will officially notify the Project Team and the PRIME of the acceptance of the facility/improvements.

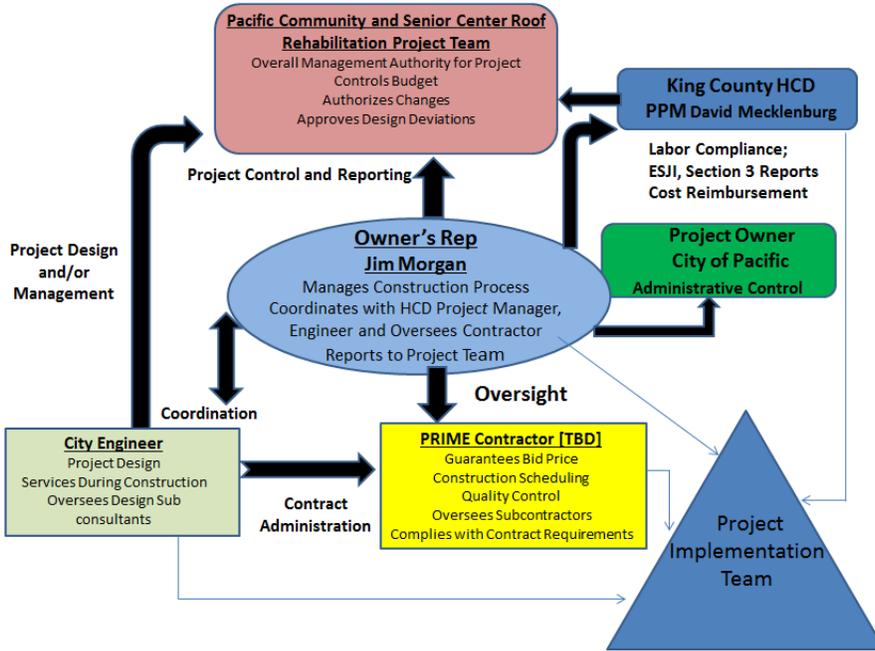
5.05 Project Completion Report

The Owner's Representative will prepare all appropriate documents at completion and execute the legal requirements. The Owner's Representative and the Architect shall state in writing to the Project Team that to the best of their knowledge the PRIME has complied with the terms of the contract. The Project Closeout Checklist must be completed by the Owner's Representative (as applicable) and submitted with final billing to HCD Project Manager.

5.06 Project Files

The Owner's Representative must maintain the project files for the project. These files shall be available for reference at all times by the Architect and the Project Team. They shall be kept neat, orderly and adequately protected. At the completion of a project, the project files shall be forwarded to the PACIFIC Architect or Agency Architect, and shall include all equipment brochures and other submittals. The Owner's Representative is responsible for transfers.

FIGURE 7: Roles, Responsibilities and Relationships



**EXHIBIT [II]
CITY OF PACIFIC
2015 CDBG CONTRACT EXHIBIT TEMPLATE**

Contract No. :	Project No. : C15544-1125674
King County Project Manager: David Mecklenburg	Contractor Contact Person: Jim Morgan
Start Date: 3/2/2015	Telephone: (253) 939-1115
End Date:5/31/2016, 20YR	E-Mail:jmorgan@ci.pacific.wa.us

I. WORK STATEMENT

This Contract entered into between King County Housing and Community Development (HCD) (hereinafter referred to as “the COUNTY”, and CONTRACTOR (hereinafter referred to as “City of Pacific” to identify the roles of the parties to implement the Community Development Block Grant (CDBG) activities that are the subject of this Exhibit; beginning on March 2, 2015 and ending on May 31, 2016. All such activities shall be carried out in a manner which fully complies with all applicable federal, state and local laws, statutes, rules and regulations, as currently in effect or as amended in the future.

This Contract provides the basis for collaboration in implementing Pacific Senior and Community Center Facility Rehab at the City of Pacific’s senior and community facilities, herein referred to as “the PROJECT,” located on real property located at 100 3rd Avenue SE Pacific, Washington 98047, and 305 Milwaukee Blvd. Pacific, WA 98047 and legally described below:

Community Center: INTERURBAN GARDEN TRS UNREC TR X & LOTS 1-2 & N 100 FT OF LOTS 9-10 & E 25 FT OF N 100 FT OF LOT 11 BLK 1 TGW N 315 FT OF W 295 OF NW 1/4 OF SW 1/4 LESS POR BEG NW COR OF SW 1/4 TH S ON W LN 165 FT TH E 30 FT TO TPOB TH S 150 FT TH E 280 FT TH N 150 FT TH W 280 FT TO TPOB LESS STS

Senior Center: BEG NW COR OF SW 1/4 OF STR 36-21-04 TH S ALG W LN SD SEC 165 FT TH E 30 FT TO TPOB TH S 140 FT TH E 200 FT TH S 10 FT TH E 80 FT TH N 150 FT TH W 280 FT TO TPOB

SITUATE in the City of Pacific, County of King, State of Washington.

The Community Services Facilities shall be used primarily by the citizens of Pacific who are low/moderate income and for the provision of community and senior services.

This Contract provides the basis for collaboration in implementing the roof repair, ceiling tile replacement and minor improvements to the Senior Center and roof repair on the Community Center herein referred to as “the PROJECT”. The total amount of funds awarded to this Exhibit shall not exceed \$106,000 in King County administered CDBG funds. The Catalog of Federal Domestic Assistance (CFDA) number for the CDBG Program is 14.218.

II. PROGRAM DESCRIPTION

A. Goal

Improve the living environment in low- and moderate-income neighborhoods and communities in accordance with jurisdictions’ adopted Comprehensive Plans and the Countywide Planning Policies by making CDBG capital funds available for high priority public as community facility improvements.

B. Outcome

The community is a healthier and/or safer place to live, and/or has more amenities, including safe and sustainable community gathering spaces. Upon completion of the construction phase of the PROJECT, CITY OF PACIFIC will own and manage the Senior and Community Centers PROJECT for the benefit of low to moderate-income residents.

C. Indicators

Upon completion of the project, CITY OF PACIFIC will have improvements that include Pacific Senior and Community Center Facility Rehabilitation including reroofing of both buildings and the connecting outdoor corridor.].

III. **ROLES OF PARTIES**

A. Under this Contract the responsibilities of the COUNTY shall be as follows:

1. The COUNTY shall have the lead role in directing implementation of the PROJECT during the construction phase in order to ensure that the PROJECT chosen for award of CDBG capital funds is completed pursuant to all applicable CDBG and other federal regulations.
2. The COUNTY shall conduct all necessary environmental reviews described in 24 Code of Federal Register (CFR) 570.604 - Environmental standards - of the CDBG regulations and § 58.5 - Related Federal Laws and Authorities - for compliance with requirements of the CDBG program. All mitigation measures identified in the Environmental Review shall be incorporated herein by this reference and shall be monitored and enforced during the implementation of the project. All mitigation measures shall be included in all bid specifications and construction contracts related to the PROJECT.
3. The COUNTY shall provide all federal and King County requirements for all plans, specifications and bid documents prepared for procurement of professional services and construction contracts.
4. The COUNTY shall assure that the CDBG funds under this Exhibit will be used to pay for re-roofing and repairs to the senior center and community center. Construction will take place at the address listed above in **I. Work Statement**; for the purpose of ensuring continued community and senior services.
5. The COUNTY shall be an equal participant in collaborating with City of Pacific on development of the following final procurement documents for advertising or soliciting responses for any type of good or service including, but not limited to, professional services and construction services:
 - a. Construction bid specifications;
 - b. Invitation to bid;
 - c. Request for proposals; and
 - d. Request for qualifications.

6. The COUNTY shall prepare the U.S. Department of Housing and Urban Development (HUD) Section 3 report for all contracted services related to the PROJECT.
 7. The COUNTY shall ensure that the construction bid specifications and construction contracts assisted in whole or in part under this Contract, include provisions requiring each prime construction contractor (hereinafter referred to as the "PRIME") to submit assurance of final payments in a format approved by the County.
 8. The COUNTY shall provide staff to direct implementation of the PROJECT and must explicitly approve by signature any and all payments made concerning the PROJECT during the construction phase.
 9. COUNTY shall assign a Project Manager from the Housing and Community Development Program's Community Development Section to act in this capacity and to work with CITY OF PACIFIC to implement the project during the construction phase.
 10. The COUNTY shall facilitate standing weekly construction meetings at a site mutually agreed upon with an assigned representative of CITY OF PACIFIC and the PRIME during the course of construction and implementation through construction closeout.
 11. The COUNTY shall work with CITY OF PACIFIC in the event that the CDBG funding award is not enough to cover all desired improvements, and the two parties shall jointly determine the priority of the improvements to be made within funding limits.
 12. The COUNTY shall have mutual signature authority for changes, change orders, modifications, or amendments of this Exhibit and/or any subsequent sub-contracts, as necessary to serve the public interest.
 13. COUNTY staff shall verify that federal labor requirements, including Section 3 Requirements, have been met prior to approving any payment on the PROJECT. Payment will be withheld for any costs by CITY OF PACIFIC, the PRIME or any sub-contractor of construction that is out of compliance.
 14. The COUNTY shall be the recipient of certified weekly payrolls of construction activity and supporting documents for labor compliance. Upon review and approval of said documents, COUNTY shall approve payment to CITY OF PACIFIC and/ or to the PRIME, depending on the nature of the expenditure and the line item budget in SECTION IV.C.2.
 15. COUNTY activity project delivery costs for the project will be determined and combined with the project as part of the overall CDBG project budget.
- B. Under this Contract the responsibilities of CITY OF PACIFIC shall be as follows:
1. CITY OF PACIFIC shall provide staff to implement the PROJECT and will be a signatory on any payment during the implementation of the PROJECT. CITY OF PACIFIC shall assign a Project Manager to act in this capacity and to work with COUNTY to implement the project.

2. CITY OF PACIFIC shall provide all local and state requirements for any plans, specifications and bid documents prepared for procurement of professional services and construction contracts.
3. CITY OF PACIFIC shall provide design and engineering services and construction oversight of the PROJECT. CITY OF PACIFIC shall assume responsibility for ensuring the following:
 - a. During construction the CITY OF PACIFIC shall endeavor to guard the COUNTY against apparent defects and deficiencies in the permanent work constructed by the PRIME.
 - b. All reports and recommendations concerning construction shall be submitted to the COUNTY for approval. The COUNTY agrees that no decisions affecting construction shall be made without CITY OF PACIFIC approval.
 - c. In the event of modifications to the construction contract, which result in an increase in the contract amount, without the prior approval of the COUNTY; CITY OF PACIFIC shall be solely responsible for such modifications.
4. CITY OF PACIFIC, in coordination with the COUNTY, shall run an approved procurement process, for construction of the PROJECT.
 - a. Such services shall be reimbursed to CITY OF PACIFIC if they were identified in the PROJECT application as a CDBG eligible expense of the PROJECT and funds were awarded for that purpose.
 - b. CITY OF PACIFIC shall assure that all specifications and drawings shall be in conformance with current standards and general specifications as set forth in the application of the PROJECT, and shall collaborate with the COUNTY to ensure compliance with local, state and federal requirements associated with the use of CDBG funds.
 - i. The CITY OF PACIFIC shall collaborate with the COUNTY to ensure compliance with Section 3 requirements set forth at 24 Code of Federal Register (CFR) Part 135 in obtaining design services. Compliance with Section 3 requirements is set forth at 24 CFR Part 135.38. When applicable, said requirements shall be incorporated into construction bid specifications, invitations to bid and/or requests for proposals as well as construction contracts with a contract value which exceeds \$100,000.
 - ii. The work performed by this Contract may also be subject to the State's prevailing wage laws, Chapter 39.12 Revised Code of Washington (RCW). CITY OF PACIFIC shall consult with the Washington State Department of Labor and Industries to determine the State prevailing wages that must be incorporated into the Bid Documents.
 - c. CITY OF PACIFIC shall obtain all necessary and appropriate land use permits, zoning approvals, and any other permits and approvals required by local, county, state, and federal law.

- d. CITY OF PACIFIC shall obtain any easements or approvals necessary to allow access onto private property. Acquisition of any easement shall be obtained pursuant to the federal Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA).
- e. CITY OF PACIFIC shall use a more restrictive procurement procedure by sealed bids (formal advertising) except when allowed per 2 CFR 200.317-.326 Bids shall be publicly solicited and a firm-fixed-price contract shall be awarded to the responsible bidder whose bid, conforming to all the material terms and conditions of the invitation for bids, is the lowest in price.
- f. CITY OF PACIFIC shall exclude construction contractors that developed or drafted specifications, requirements, statements of work, invitations for bids, and/or requests for proposals related to this PROJECT from competing for such procurement as part of its efforts to eliminate unfair competitive advantage.
- g. CITY OF PACIFIC shall seek a minimum of three bids to enhance the opportunity to obtain the best price for the construction of the PROJECT. If three bids are not received, CITY OF PACIFIC will work with the COUNTY to identify an appropriate and legally acceptable alternative course of action to procure a construction contractor.
5. CITY OF PACIFIC shall operate and maintain the improvements for public purposes for their useful life subject to the limitations on the expenditure of funds by the CITY OF PACIFIC as provided by Washington Statute.
6. CITY OF PACIFIC shall bear the risk of loss from fire, extended coverage, and shall purchase and maintain property insurance on all affected CITY OF PACIFIC property. CITY OF PACIFIC will bear the risk of loss from accidents coverable by owner's liability insurance and may, at its option, maintain such insurance.
7. CITY OF PACIFIC shall provide all necessary staffing support to assist the COUNTY with the completion of the PROJECT.
8. CITY OF PACIFIC will submit to COUNTY for its approval all reports and recommendations concerning construction of PROJECT. The COUNTY will submit to CITY OF PACIFIC for its approval all of COUNTY's decisions affecting construction. Both parties agree that their approval may not be unreasonably delayed withheld or conditioned and will follow guidelines outlined in Attachment B., Project Implementation Manual. A customized Attachment B. 'Project Implementation Manual' shall be incorporated herein by this reference and shall be referred during the course of the implementation of the project.
9. CITY OF PACIFIC shall have mutual signature authority for changes, change orders, modifications, or amendments of this Exhibit and/or any subsequent sub-contracts, as necessary to serve the public interest. Upon completion of the PROJECT, CITY OF PACIFIC agrees to:
- a. Accept the improvements;
 - b. Become the successor of the Construction Contract; and

c. Continue operating the property as a [Senior / Community Center].

10. Public Information

- a. In all news releases and other public notices related to projects funded under this Contract, CITY OF PACIFIC shall include information identifying the source of funds as the King County Consortium Community Development Block Grant Program.
- b. During construction of the project, a durable and adequately visible sign at the construction site, identifying the source of funds, such as: "Funding for this project was provided by King County Consortium Community Development Block Grant Program."
- c. A plaque shall be permanently placed in the highest foot traffic area readily visible to the public. The size should be at a minimum 12" by 12". The plaque should contain the following:

FUNDING FOR CITY OF PACIFIC COMMUNITY & SENIOR CENTERS
PROVIDED BY
THE KING COUNTY CONSORTIUM COMMUNITY DEVELOPMENT
BLOCK GRANT PROGRAM AND
[CITY OF CITY OF PACIFIC NAME]
THROUGH THE U. S. DEPARTMENT
OF HOUSING AND URBAN DEVELOPMENT
[DATE]

C. Records and Reports

CITY OF PACIFIC shall maintain files for this project containing the following items:

- 1. Documentation demonstrating CITY OF PACIFIC's determination of eligibility for the project activity and the national objective met per CDBG Program regulations.
- 2. Notice of Grant Award;
- 3. Motions, resolutions, or minutes documenting Board or Council actions;
- 4. A copy of this Contract;
- 5. Correspondence regarding budget revisions;
- 6. Copies of all invoices and reports submitted to the COUNTY for this project;
- 7. Bills for payment;
- 8. Copies of approved invoices and warrants;
- 9. Payroll time sheets for actual salary and fringe benefit costs, time sheets signed by a supervisor and annotated to document percent of time charged against this project if less than full time;
- 10. Documentation, such as log sheets, of copy machine use, postage, telephone use, and office supplies when these costs are shared with other programs and

no invoice is available, or alternative, annotated invoices may be used to document charges as appropriate;

11. Documentation of mileage charges for private auto use;
12. Documentation of the solicitation process used to select vendors and sub-contractors with original purchase orders and sub-contracts;
13. Documentation related to adherence to labor compliance rules and regulations and report submittal related to such;
14. CITY OF PACIFIC shall submit project status information on a Program Accomplishment form.

D. Reporting requirements

The Contractor shall submit electronically the following data reports in a format and to an address provided by the County.

1. The Contractor shall submit a Certified Program Accomplishment form in a format provided by the County within ten business days after the end of each quarter.
2. The Contractor shall submit a Certified Completed Project Funding Report form in a format provided by the County with the final invoice.
3. The Contractor shall submit a Certified Project Beneficiary Data form in a format provided by the County within 15 business days following the end of the first full calendar year (January – December) after the project has been completed.
4. The Contractor shall submit a Certified annual report of Program Income, as defined in 24 CFR 570.500, in a format provided by the County by January 5th of each year. Said report shall commence the end of the first year after the project has been completed, and continue until the termination date.

E. Project Completion Ceremony

Upon completion of the CDBG assisted project, COUNTY and CITY OF PACIFIC shall coordinate to determine whether there will be an event or to jointly plan for such an event, (for example: ribbon cutting, open house, grand opening, tour, etc.); to celebrate the successful execution of the project. Invitations may be extended to the following representatives: King County Executive, or Department of Community and Human Services representative on behalf of the Executive, an appropriate King County Council member(s), a representative from the local HUD Field Office, and representatives from other participating jurisdictions.

II. **COMPENSATION AND METHOD OF PAYMENT**

A. Billing Invoice Requirements

1. COUNTY will not make payment on an invoice unless HCD Project Manager has signed approval for payment on the Application and Certificate for Payment form [see Attachment B. 4.06] before the payment was made, and in advance of submittal for payment.

2. CITY OF PACIFIC shall submit invoices to the COUNTY within ten business days after the end of each quarter in which the CITY OF PACIFIC incurs costs under this Contract. The final request shall be submitted prior to [date].
3. CITY OF PACIFIC shall submit invoices to the COUNTY in the form of a CDBG Program Voucher Reimbursement Request form. Such forms shall be signed by an authorized representative of CITY OF PACIFIC and shall be accompanied by copies of supporting documents.
4. COUNTY shall retain ten percent of the value of the contract provided under this project until all construction activities are completed and labor standards are met. The COUNTY shall disburse the retained amount with the final invoice upon the COUNTY's verification that CITY OF PACIFIC, the Prime and all sub-contractors have complied with the provisions of this Contract.
5. Payments shall be made upon the joint approval of CITY OF PACIFIC, COUNTY Project Manager and Davis Bacon Compliance Officer, each verifying that respective supporting documentation meets compliance requirements.

B. Method of Payment

CITY OF PACIFIC shall be reimbursed for satisfactory completion of the requirements specified in this Contract in a sum not to exceed \$106,000.

C. The COUNTY shall apply the following CDBG funds to the project in accordance with the Line Item Budget Summary below.

1. CDBG Funds

King County Community Development Block Grant –Funds	\$106,000
Total CDBG Funds: CFDA 14. 218	\$106,000

2. Line Item Budget

Item	CDBG Funds	Other Funds	Total Funds
Required Environmental Studies	\$4,000	\$500	\$4,500
Design by City	\$	\$3,135	\$
Construction Contract	\$102,000	\$	\$102,000
Project Management – CITY OF PACIFIC and/or Construction Management	\$	\$6,270	\$6,270
TOTAL CONTRACT BUDGET:	\$ 106,000	\$ 9,905	\$115,905

D. Project Milestones

1. The following milestones shall be set forth for project accomplishment. Milestones may be amended from time to time with the written Contract of the COUNTY and CITY OF PACIFIC.

2. The Project shall be implemented in accordance with the following schedule.

Milestones	Projected Completion Date
Environmental Review Complete	February/28, 2015
Design Complete	June/2015
Bid Specs Ready to be Published	July/2015
Bid Opening	July/2015
Preconstruction Conference	August/2015
Construction 50% Complete	September/2015
Construction Complete	September/2015
Labor Standards Reviewed and Accepted Release Retainage	January/2016
Project Funding Report Form Completed	February/ 2016
Project Closed	February/ 2016

E. Liaison Responsibility

Jim Morgan will act a liaison from CITY OF PACIFIC for the PROJECT.

Dave Mecklenburg will act as liaison from COUNTY.

F. Special Requirements

1. Each party is an independent CONTRACTOR with regard to the other party. Neither party is an agent or employee of the other. No party or its employees is entitled to participate in a pension plan, insurance, bonus or similar benefits provided by any other party.

2. Notice.

Each party shall give the other immediate written notice of any action or suit filed or any claim made against the party which may result in litigation in any way related to this Contract.

3. Non-substitution for Local Funding.

The CDBG funding made available under this Contract shall not be utilized by CITY OF PACIFIC to reduce substantially the amount of local financial support for community development activities below the level of such support prior to the availability of funds under this Contract.

4. Evaluation.

CITY OF PACIFIC agrees to participate with the COUNTY in any evaluation project or performance report, as designed by the COUNTY or the appropriate Federal department, and to make available all information required by any such evaluation process.

5. Change of Use.

CITY OF PACIFIC agrees to comply with applicable change of use provisions contained in 24 CFR 570.505 and the King County CDBG Consortium Policies.

6. Reversion of Assets.

Upon expiration or termination of this Contract, CITY OF PACIFIC shall transfer to COUNTY any CDBG funds on hand at time of expiration and any accounts receivable attributable to the use of CDBG funds. Also for any real property under CITY OF PACIFIC's control that was acquired or improved in whole or in part with CDBG funds in excess of \$25,000 shall ensure said real property is either:

- a. Used to meet one of the National Objectives in CFR 570.208 for the term of this CONTRACT; or
- b. Not used to meet on the National Objectives for the term of this CONTRACT, in which event CITY OF PACIFIC shall pay to COUNTY an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition of, or improvement to, the property.

III. **TERM OF AGREEMENT**

- A. This agreement becomes effective when it is signed by both Parties.
- B. The term of this Agreement is a period beginning when it becomes effective and ending six years after closeout of the Community Development Block Grant for this PROJECT.
- C. This Contract may be suspended or terminated prior to the expiration of its term by:
 1. Written notice provided to the COUNTY from CITY OF PACIFIC before any materials or services for improvements are procured; or
 2. Written notice provided by the COUNTY in accordance with 2 CFR 200.300, included as Attachment A, resulting from material failure by CITY OF PACIFIC to comply with any term of this CONTRACT; or
 3. Mutual agreement by the COUNTY and CITY OF PACIFIC in accordance with 2 CFR 200.300.
- D. Upon completion of improvements or upon termination of this CONTRACT, any unexpended balances of CDBG funds shall remain with the COUNTY.

Context: Title 2, Code of Federal Regulations: PART 200—UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS Subpart D—Post Federal Award Requirements. –

§200.338 Remedies for noncompliance.

If a non-Federal entity fails to comply with Federal statutes, regulations or the terms and conditions of a Federal award, the Federal awarding agency or pass-through entity may impose additional conditions, as described in §200.207 Specific conditions. If the Federal awarding agency or pass-through entity determines that noncompliance cannot be remedied by imposing additional conditions, the Federal awarding agency or pass-through entity may take one or more of the following actions, as appropriate in the circumstances:

- (a) Temporarily withhold cash payments pending correction of the deficiency by the non-Federal entity or more severe enforcement action by the Federal awarding agency or pass-through entity.
- (b) Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance.
- (c) Wholly or partly suspend or terminate the Federal award.
- (d) Initiate suspension or debarment proceedings as authorized under 2 CFR part 180 and Federal awarding agency regulations (or in the case of a pass-through entity, recommend such a proceeding be initiated by a Federal awarding agency).
- (e) Withhold further Federal awards for the project or program.
- (f) Take other remedies that may be legally available.



TO: Mayor Guier and City Council Members
FROM: Public Works
MEETING DATE: June 23, 2015
SUBJECT: 6-Year Transportation Improvement Plan (STIP) 2016 - 2021

ATTACHMENTS: Resolution 2015-265
6-Year Transportation Improvement Plan (STIP) 2016 - 2021

Previous Council Review Date: N/A

Summary: Current state statutes require the City of Pacific to prepare a Six Year Transportation Improvement Plan (TIP) annually for submittal to Washington State Department of Transportation (WSDOT). Portions of the City's TIP which meet the criteria for regionally significant projects are then incorporated into the Statewide Transportation Improvement Program (STIP). The TIP is an important tool for local, state and federally funded projects, and is utilized by governmental and planning organizations at all levels. Projects must be identified on the TIP and/or the STIP to be eligible for funding from Federal and State sources.

Recommendation/Action: Staff recommends Council approve Resolution No. 2015-265.

Motion for Consideration: Move to approve Resolution No. 2015-265, A RESOLUTION OF THE CITY OF PACIFIC, WASHINGTON, A RESOLUTION OF THE CITY OF PACIFIC, WASHINGTON, ADOPTING THE 2016-2021 SIX YEAR TRANSPORTATION IMPROVEMENTS PROGRAM (TIP).

Budget Impact: There is no immediate budget impact associated with the passage of this measure.

Alternatives: Deny the measure and re-structure the TIP. This action would require a new public hearing to be held.

**CITY OF PACIFIC
WASHINGTON**

RESOLUTION NO. 2015 - 265

**A RESOLUTION OF THE CITY OF PACIFIC, WASHINGTON, A
RESOLUTION OF THE CITY OF PACIFIC, WASHINGTON,
ADOPTING THE 2016-2021 SIX YEAR TRANSPORTATION
IMPROVEMENTS PROGRAM (TIP)**

WHEREAS, RCW 35.77 requires that the legislative body of each city and town in the State of Washington prepare and adopt a Six Year Transportation Improvement Program (TIP) for the ensuing six years and that such program be updated annually thereafter; and

WHEREAS, a public hearing to consider the 2016-2021 Six Year Transportation Program for the City of Pacific was held before the City Council on June 22, 2015, pursuant to the public hearing notice; and

WHEREAS, the City Council has determined it is in the best interests of the City of Pacific to adopt the 2016-2021 Six Year Transportation Improvement Program, attached as Exhibit "A" to this resolution,

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF PACIFIC,
WASHINGTON, DOES RESOLVE AS FOLLOWS:**

Section 1. The City Council adopts the revised Six Year Transportation Improvement Program for 2016-2021, attached as Exhibit "A" and incorporated herein by reference.

Section 2. This Resolution shall take effect and be in full force upon passage and signatures hereon.

APPROVED:

LEANNE GUIER, MAYOR

ATTEST/AUTHENTICATED:

AMY STEVENSON-NESS, CITY CLERK

APPROVED AS TO FORM:

JAMES KELLY, ASSISTANT CITY ATTORNEY

Six Year Transportation Improvement Program From 2016 to 2021

Agency: Pacific

County: King

MPO/RTPO: PSRC

Y Inside

N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
17		Frontage Road Rehabilitation 3rd Ave SW to 5th Ave NW Frontage Road rehabilitation including repair of pedestrian facilities.	WA-05651	06/22/15	07/13/15			04	CGOPS TW	0.750		No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2019	STP	150,000	TIB	23,000	27,000	200,000
P	RW	2019	STP	43,000		0	17,000	60,000
P	CN	2020	STP	765,000	TIB	400,000	135,000	1,300,000
Totals				958,000		423,000	179,000	1,560,000

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	0	0	0	100,000	100,000
RW	0	0	0	0	60,000
CN	0	0	0	0	1,300,000
Totals	0	0	0	100,000	1,460,000

Six Year Transportation Improvement Program From 2016 to 2021

Agency: Pacific

County: King

MPO/RTPO: PSRC

Y Inside

N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
00		Interurban Trail Interurban Trail 3rd Ave SW to Stewart Road This project will extend the Interurban Trail from 3rd Ave SW to Roy Road. Project elements consist of 0.75 miles of multi-use trail utilizing pervious pavement. Trail may be extended further, as funding allows.	WA-06452	06/22/15	07/13/15			28	P	0.750	CE	Yes

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2016		0	WSDOT	250,000	50,000	300,000
P	RW	2017		0	WSDOT	20,000	5,000	25,000
P	CN	2017		0	WSDOT	1,380,000	95,000	1,475,000
Totals				0		1,650,000	150,000	1,800,000

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	150,000	150,000	0	0	0
RW	0	25,000	0	0	0
CN	0	475,000	1,000,000	0	0
Totals	150,000	650,000	1,000,000	0	0

Six Year Transportation Improvement Program From 2016 to 2021

Agency: Pacific

County: King

MPO/RTPO: PSRC

Y Inside

N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
16		Milwaukee Boulevard Rehabilitation & Intersection Ellingson Road to 5th Avenue South Road rehabilitation and sidewalk improvements. Intersection improvements at Milwaukee Blvd & Ellingson Rd intersection. Widen intersection to include dedicated left and right turn lanes, including signal modifications.	WA-05650	06/22/15	07/13/15			03	C G P S T W	0.700	EA	Yes

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2016	STP	40,000		0	10,000	50,000
P	RW	2016		0		0	50,000	50,000
P	CN	2017	STP	1,038,000		0	162,000	1,200,000
Totals				1,078,000		0	222,000	1,300,000

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	25,000	25,000	0	0	0
RW	50,000	0	0	0	0
CN	0	600,000	600,000	0	0
Totals	75,000	625,000	600,000	0	0

Six Year Transportation Improvement Program From 2016 to 2021

Agency: Pacific

County: King

MPO/RTPO: PSRC

Y Inside

N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
16		Pacific Avenue Rehabilitation Ellingson Road to 3rd Avenue SE This project will repair and overlay the existing road surface. Sidewalk completion and drainage improvements are also included.	WA-07768	06/22/15	07/13/15			06	C G O P S T W	0.500	CE	Yes

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2020	STP	100,000	TIB	73,000	27,000	200,000
P	RW	2020	STP	43,000		0	17,000	60,000
P	CN	2021	STP	465,000	TIB	400,000	135,000	1,000,000
Totals				608,000		473,000	179,000	1,260,000

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	0	0	0	100,000	100,000
RW	0	0	0	0	60,000
CN	0	0	0	0	1,000,000
Totals	0	0	0	100,000	1,160,000

Six Year Transportation Improvement Program From 2016 to 2021

Agency: Pacific

County: King

MPO/RTPO: PSRC

Y Inside

N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
00		Road Repair and Preservation City Wide Various to Overlays, repairs, and channelization improvements throughout the city.	WA-05668	06/22/15	07/13/15			06			CE	No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2016		0	TIB	65,000	10,000	75,000
P	CN	2016		0	TIB	675,000	75,000	750,000
Totals				0		740,000	85,000	825,000

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	25,000	0	25,000	0	25,000
CN	250,000	0	250,000	0	250,000
Totals	275,000	0	275,000	0	275,000

Six Year Transportation Improvement Program From 2016 to 2021

Agency: Pacific

County: King

MPO/RTPO: PSRC

Y Inside

N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
19		Sidewalk Improvements Various to Repair/replace sidewalks throughout the City of Pacific.	WA-05687	06/22/15	07/13/15			28	C G O P T W		CE	Yes

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2016		0	SRTS	27,000	3,000	30,000
P	RW	2016		0		0	30,000	30,000
P	CN	2016		0	SRTS	270,000	30,000	300,000
Totals				0		297,000	63,000	360,000

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	10,000	0	10,000	0	10,000
RW	10,000	0	10,000	0	10,000
CN	100,000	0	100,000	0	100,000
Totals	120,000	0	120,000	0	120,000

Six Year Transportation Improvement Program From 2016 to 2021

Agency: Pacific

County: King

MPO/RTPO: PSRC

Y Inside

N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
19		South 51st Avenue Reconstruction South 374 Street to South 380th Street From South 374th Street to South 380th Street construct a 24-foot wide paved road over an existing ROW containing a gravel road. Work includes a stormwater conveyance and collection system.	WA-05663	06/22/15	07/13/15			04		0.500	EA	No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2017		0	OTHER	45,000	5,000	50,000
P	RW	2017		0	OTHER	20,000	5,000	25,000
P	CN	2018		0	OTHER	450,000	50,000	500,000
Totals				0		515,000	60,000	575,000

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	0	20,000	20,000	10,000	0
RW	0	0	25,000	0	0
CN	0	0	0	500,000	0
Totals	0	20,000	45,000	510,000	0

Six Year Transportation Improvement Program From 2016 to 2021

Agency: Pacific

County: King

MPO/RTPO: PSRC

Y Inside

N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
			G. Structure ID									
16		West Valley Highway Reconstruction West Valley Highway County Line Road to 1st Ave W (north city limit) The project consists of widening of this two lane facility to three lanes (two general purpose lanes and a two-way left turn lane), reconstructing roadway to sub-base, providing pedestrian facilities, and providing stormwater facilities.	PAC-7	06/22/15	07/13/15			04		0.510	EA	No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2016	STP	86,500		0	13,500	100,000
P	RW	2016	STP	243,000		0	40,000	283,000
P	CN	2018	STP	1,900,000		0	312,000	2,212,000
Totals				2,229,500		0	365,500	2,595,000

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	50,000	50,000	0	0	0
RW	0	283,000	0	0	0
CN	0	0	1,106,000	1,106,000	0
Totals	50,000	333,000	1,106,000	1,106,000	0

Six Year Transportation Improvement Program From 2016 to 2021

Agency: Pacific

County: King

MPO/RTPO: PSRC

Y Inside

N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
16		West Valley Highway Reconstruction (County Line Rd. to Jovita Blvd) West Valley Highway County Line Road to Jovita Blvd The project will widen an existing 2-lane undivided, narrow minor arterial road. The final roadway section will include a through lane in each direction, a two-way left turn lane, sidewalks or a shared use path, landscape areas, illumination and associated utility extensions.	PAC-7A					04		0.500	EA	Yes

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
S	PE	2016	STP(UL)	43,000		0	7,000	50,000
P	RW	2017	STP	101,000		0	16,000	117,000
P	CN	2018	STP	865,000		0	135,000	1,000,000
Totals				1,009,000		0	158,000	1,167,000

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
	0	0	0	0	0
Totals	0	0	0	0	0

Six Year Transportation Improvement Program From 2016 to 2021

Agency: Pacific

County: King

MPO/RTPO: PSRC

Y Inside

N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
14	1	<p>Stewart Road Improvements - Valentine to White River Bridge</p> <p>Stewart Road - 3290</p> <p>Valentine Ave to Butte Ave</p> <p>The project proposes to widen Stewart Road (2 lanes to 5 lanes) and install sidewalks (south side of Stewart) and a pervious asphalt trail (north side of Stewart) from Valentine Ave SE to White River Bridge. Environmental documentation will be completed for future construction of the pervious asphalt trail from Valentine Avenue SE to Butte Ave SE. Installation of a new signal at Butte. Project activities to complete the work include clearing, grading, paving, striping, signage, illumination, utility relocation, stormwater upgrades, and installation of new water main.</p>	PAC-2B	06/22/15	07/13/15			03	CGOPS TW	0.180	EA	Yes

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2016	STP	432,500		0	67,500	500,000
P	RW	2016	STP	519,000		0	81,000	600,000
P	CN	2018	STP	3,027,500		0	472,500	3,500,000
Totals				3,979,000		0	621,000	4,600,000

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	250,000	250,000	0	0	0
RW	0	600,000	0	0	0
CN	0	0	1,750,000	1,750,000	0
Totals	250,000	850,000	1,750,000	1,750,000	0

	Federal Funds	State Funds	Local Funds	Total Funds
Grand Totals for Pacific	9,861,500	4,098,000	2,082,500	16,042,000