



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

July 14, 2014
Monday

Regular Meeting
6:30 p.m.

- 1. CALL TO ORDER/PLEDGE OF ALLEGIANCE**
- 2. ROLL CALL OF COUNCIL MEMBERS**
- 3. ADDITIONS TO/APPROVAL OF AGENDA**
- 4. AUDIENCE COMMENT**

(Please limit your comments to 3 minutes for items not up for public hearing. When recognized by the Mayor, please state your name and address for the official record. It is asked that you do not speak on the same matter twice.)

5. REPORTS

- A. Mayor**
- B. Finance**
- C. Court – Report Attached**
- D. Public Safety Department – Report Attached**
- E. Public Works/Community Development Department**
- F. Community/Senior/Youth/Services**
- G. City Council Members**
- H. Boards and Committees**
 - i. Finance Committee
 - ii. Governance Committee
 - iii. Human Services Committee
 - iv. Public Safety Committee
 - v. Public Works Committee
 - vi. Technology Committee
 - vii. Civil Service Commission
 - viii. Park Board
 - ix. Planning Commission
 - x. Pierce County Regional Council (PCRC)
 - xi. Sound Cities Association (SCA)
 - xii. South County Area Transportation Board (SCATBd)
 - xiii. Valley Regional Fire Association (VRFA)

6. OLD BUSINESS

(9)

- A. Resolution No. 2014-190:** Authorizing the execution of Supplement No. 1 to an agreement with AHBL, in the amount of \$115,000, for additional engineering design services associated with additional work for the first phase of the West Valley Highway improvement projects.

- (95) B. **Resolution No. 2014-189:** Authorizing the execution of Amendment No. 1 to the agreement with Robinson Noble, in the amount of \$27,987.46 for total contract of \$75,400.96, for additional professional services associated with groundwater investigation and monitoring at Stewart Road and Valentine Avenue.

- (107) C. **AB 2014-130: Discussion regarding Negotiation Team.**

- 7. **NEW BUSINESS**

- 8. **CONSENT AGENDA**

- (109) A. Payroll and Voucher Approval
- (117) B. Approval of the minutes from the meeting of June 9, 2014.

- 9. **ADJOURN**

Public Hearing RE: Marijuana businesses in the City of Pacific	July 16, 2014 7:00 p.m.	City Gymnasium
Finance Committee Garberding, Jones, Kave Meets: 2 nd Tuesdays	July 15, 2014 6:30 p.m.	City Hall
Governance Committee Kave, Knudtson, Putnam	TBD 5:30 p.m.	City Hall
Human Services Committee Jones, Knudtson, Walker Meets 1 st Tuesday	August 5, 2014 5:30 p.m.	Senior Center
Park Board Meets 1 st Tuesday	August 5, 2014 6:30 p.m.	City Hall
Planning Commission Meets 4 th Tuesday	July 22, 2014 6:00 p.m.	City Hall
Public Safety Committee Garberding, Kave, Steiger (alt: Knudtson)	TBD TIME	City Hall
Public Works Committee Garberding, Putnam, Steiger Meets 1 st Wednesday	August 7, 2014 7:00 p.m.	City Hall
Technology Committee Jones, Knudtson, Walker Meets 3 rd Thursday	July 17, 2014 5:00 p.m.	City Hall

PACIFIC MUNICIPAL COURT
Memorandum

TO: Judge Rochon

CC: Mayor Guier, Pacific Council Members, Managers

From: Kelly Rydberg

Date: 7/9/14

Re: June 2014

The court:

- Held 358 hearings - 265 for Pacific and 93 for Algona.
- Collected Pacific monthly revenues of **\$25,773.24**; of which **\$17,933.38** is the local portion, \$166.11 is the County portion and **\$7673.75** is the State portion. Year to date revenues for the City of Pacific are **\$115,322.08**.
- Collected Algona monthly revenues of **\$10,841.19**; of which \$3906.48 is the local portion, \$2740.27 is the Pacific split for costs, \$64.38 is the County portion and \$4130.06 is the State portion. Year to date revenues for the City of Algona are **\$30,035.07**.

Pacific monthly filings:

Traffic infractions filed:	70	violations filed:	85
Criminal citations filed:	19	violations filed:	21

Algona monthly filings:

Traffic infractions filed:	41	violations filed:	57
Criminal citations filed:	16	violations filed:	19

GENERAL FUND/RECOUPMENT COLLECTED

	PACIFIC MONTH	PACIFIC YTD	ALGONA MONTH	ALGONA YTD
Warrant fees	2297.21	10,360.01	101.43	757.67
Record Check Fees	3473.14	20,332.46	PACIFIC KEEPS	
Jail Recoupment	1948.52	14,743.00	325.48	3458.62
Insurance Fees	27.87	867.56	PACIFIC KEEPS	
Parking Fees	438.00	979.67	0	70.00
PD Recoupment	1055.52	7496.58	175.63	2195.70
Interpreter Recoupment	319.98	3426.27	32.09	1137.12
Credit Card Convenience Fee	123.76	671.74	PACIFIC KEEPS	
Interest/Bank Charges	861.12	5963.74	162.72	1767.22
Misc court fines and costs	5473.26	41,156.05	3109.13	20,648.74
Algona court costs **	1915.00	9325.00	2740.27	12,506.56
TOTAL	\$17,933.38	\$115,322.08	\$6646.75	\$42,541.63

** The total in the Pacific column is for May services; the total in the Algona column is costs split that Pacific keeps for June.

Cities of Pacific & Algona; Municipal Court
100 3rd AVE SE; Pacific WA 98047
(253) 929-1140; (253) 929-1195 fax

Friday, July 11, 2014

City of Algona
Attention: Julie
402 Warde St
Algona WA 98001

Dear Julie,

Please submit for compensation to Pacific Municipal Court \$2085.00 for June 2014 filings and interpreter or detention billing reimbursement, as noted below.

Interpreter billing for this period is \$100.00.
Detention billing for this period is \$.
(Copies attached)

FILINGS:

41 Infractions @ 25.00	\$1025.00
16 Criminal Citations @ 60.00	\$960.00
Total Due	\$1985.00

Monthly Revenues collected \$10,841.19.

COSTS RETAINED BY PACIFIC MUNICIPAL COURT FROM MONTHLY REVENUES:

Split of warrant fees	\$101.43
Monitoring / Record check fees	\$2528.89
Mandatory insurance costs	\$47.48
Credit card convenience fee	\$27.47
NSF fees	\$35.00
Copy/CD fees	\$
Total	\$2740.27

Remittance check due Algona: \$3906.48

Remittance check to King County paid: \$64.38

Remittance check to State paid: \$4130.06

Please contact us if you have any questions. Thank you.
Sincerely,

Kelly Rydberg
Court Administrator

CC: Algona Police Chief; month end file

PACIFIC POLICE DEPARTMENT

JUNE 2014 MONTHLY REPORT

ACTIVITY

Dispatch calls	463
Self-initiated contacts	151
Agency assists	75

TRAFFIC ENFORCEMENT

		<u>LAST MONTH</u>
Verbal Warnings	88	84
Infractions	69	107
Criminal Traffic	12	27

SUPERIOR COURT FILINGS

Adult	4
Juvenile	1

ARRESTS

Traffic	7
Non Traffic	1
Felony	5

OFFENSES/CRIMES

Burglaries-Residential	0	Assault-DV	3
Burglaries-Commercial	3	Malicious mischief-DV	0
Thefts	9	Disputes-DV	5
Robbery	0	Violation of orders	1
Motor vehicle theft	6	Order Service	6
Motor vehicle recovery	4	Mental health referral	2
Recovered property	9	Threats/harassment	4
Poss stolen property	3	Suicidal subject	0
Vehicle prowl	4	Death investigation	1
Weapons violation	0	Homicide	0
Reckless burning/arson	0	Runaway/missing	0
DUI	2	Warrant arrests	16
Drug/liquor violation	0	CPS/APS investigation	2
Vehicle impound	2	Criminal trespass	4
Vehicle collision	7	Hit and run	3
Assault	0	Suspicious Circ	1
Malicious mischief	0	Fraud	1
ID Theft	0		

Total Cases: 109 Year to Date: 773

Also: (2) Pursuit Cases, (2) Felony Warrant Arrest, (1) Code Enforcement Issue



AGENDA BILL NO. 14-129

TO: Mayor Guier and City Council Members
FROM: Public Works
MEETING DATE: April 14, 2014
SUBJECT: West Valley Contract Amendment

ATTACHMENTS: Resolution No. 2014-190
LAG Agreement

Previous Council Review Date:

Summary: The attached Resolution provides approval of expenditures with AHBL, Inc. for additional design engineering services of the West Valley Highway Improvement projects. The Pacific City Council previously authorized by Resolution a professional services agreement between the City of Pacific and AHBL for design engineering services of the West Valley Highway Project. The past several weeks, staff has defined the scope and negotiated the proposed fees for these additional services.

Recommendation/Action: Staff recommends Council approve Resolution No. 2014-190.

Motion for Consideration: Move to approve Resolution No. 2014-190, A RESOLUTION OF THE CITY OF PACIFIC, WASHINGTON, AUTHORIZING EXECUTION OF SUPPLEMENT NO. 1 TO A CONTRACT WITH AHBL FOR ADDITIONAL ENGINEERING DESIGN SERVICES ASSOCIATED WITH ADDITIONAL WORK FOR THE FIRST PHASE OF THE WEST VALLEY HIGHWAY IMPROVEMENT PROJECTS.

Budget Impact: If accepted by City Council, the costs of the services is \$110,000 and would be paid from the PSRC grant and the remainder from the City's Street Construction funds.

Alternatives: None recommended.

**CITY OF PACIFIC
WASHINGTON**

RESOLUTION NO. 2014-190

A RESOLUTION OF THE CITY OF PACIFIC, WASHINGTON, AUTHORIZING EXECUTION OF A CONTRACT WITH AHBL FOR ENGINEERING DESIGN SERVICES ASSOCIATED WITH WORK FOR THE FIRST PHASE OF THE WEST VALLEY HIGHWAY REHABILITATION PROJECT.

WHEREAS, in 2012 the Puget Sound Regional Council selected the King County portion of the West Valley Highway Rehabilitation Project in Pacific to receive design funding; and

WHEREAS, in 2012 the Puget Sound Regional Council placed the Pierce County portion of the West Valley Highway Rehabilitation Project on the contingency list; and

WHEREAS the City Council, by Resolution No 2014-179 approved a contract with AHBL for preliminary design engineering services for the King County portion of the West Valley Highway Rehabilitation Project; and

WHEREAS, the Puget Sound Regional Council has selected to now fund the Pierce County Portion of the West Valley Highway Rehabilitation Project to receive additional funding; and

WHEREAS AHBL began the preliminary design engineering services for the King County portion of the West Valley Highway Rehabilitation Project; and

WHEREAS AHBL assisted the City of Pacific in completing the application for the Pierce County portion of the West Valley Highway Rehabilitation Project; and

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

Section 1, The Pacific City Council hereby authorizes the execution of a contract between the City of Pacific and AHBL for preliminary design engineering services of the West Valley Highway Rehabilitation Project, in the amount of \$110,000.

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

CITY OF PACIFIC

LEANNE GUIER, MAYOR

ATTEST/AUTHENTICATED:

AMY STEVENSON-NESS, CITY CLERK

APPROVED AS TO FORM:

CAROL MORRIS, CITY ATTORNEY

Local Agency Standard Consultant Agreement		Consultant/Address/Telephone AHBL, Inc. 2215 North 30th Street Suite 300 Tacoma, WA 98403 PH (253) 383-2422	
<input checked="" type="checkbox"/> Architectural/Engineering Agreement <input type="checkbox"/> Personal Services Agreement Agreement Number _____		Project Title And Work Description West Valley Highway - Pierce County Segment.	
Federal Aid Number _____			
Agreement Type (Choose one) <input type="checkbox"/> Lump Sum Lump Sum Amount \$ _____ <input checked="" type="checkbox"/> Cost Plus Fixed Fee Overhead Progress Payment Rate _____ % Overhead Cost Method <input type="checkbox"/> Actual Cost <input type="checkbox"/> Actual Cost Not To Exceed _____ % <input checked="" type="checkbox"/> Fixed Overhead Rate _____ % Fixed Fee \$ _____		DBE Participation <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No _____ %	
<input type="checkbox"/> Specific Rates Of Pay <input type="checkbox"/> Negotiated Hourly Rate <input type="checkbox"/> Provisional Hourly Rate <input type="checkbox"/> Cost Per Unit of Work		Federal ID Number or Social Security Number 91-0915991	
		Do you require a 1099 for IRS? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Completion Date May 31, 2015
		Total Amount Authorized \$ 110,000.00 Management Reserve Fund \$ _____ Maximum Amount Payable \$ 110,000.00	

Index of Exhibits (Check all that apply):

- | | |
|---|--|
| <input checked="" type="checkbox"/> Exhibit A-1 Scope of Work | <input type="checkbox"/> Exhibit G-2 Fee-Sub Specific Rates |
| <input type="checkbox"/> Exhibit A-2 Task Order Agreement | <input checked="" type="checkbox"/> Exhibit G-3 Sub Overhead Cost |
| <input type="checkbox"/> Exhibit B-1 DBE Utilization Certification | <input checked="" type="checkbox"/> Exhibit H Title VI Assurances |
| <input checked="" type="checkbox"/> Exhibit C Electronic Exchange of Data | <input checked="" type="checkbox"/> Exhibit I Payment Upon Termination of Agreement |
| <input type="checkbox"/> Exhibit D-1 Payment - Lump Sum | <input checked="" type="checkbox"/> Exhibit J Alleged Consultant Design Error Procedures |
| <input checked="" type="checkbox"/> Exhibit D-2 Payment - Cost Plus | <input checked="" type="checkbox"/> Exhibit K Consultant Claim Procedures |
| <input type="checkbox"/> Exhibit D-3 Payment - Hourly Rate | <input type="checkbox"/> Exhibit L Liability Insurance Increase |
| <input type="checkbox"/> Exhibit D-4 Payment - Provisional | <input checked="" type="checkbox"/> Exhibit M-1a Consultant Certification |
| <input checked="" type="checkbox"/> Exhibit E-1 Fee - Lump/Fixed/Unit | <input checked="" type="checkbox"/> Exhibit M-1b Agency Official Certification |
| <input type="checkbox"/> Exhibit E-2 Fee - Specific Rates | <input checked="" type="checkbox"/> Exhibit M-2 Certification - Primary |
| <input checked="" type="checkbox"/> Exhibit F Overhead Cost | <input checked="" type="checkbox"/> Exhibit M-3 Lobbying Certification |
| <input checked="" type="checkbox"/> Exhibit G Subcontracted Work | <input checked="" type="checkbox"/> Exhibit M-4 Pricing Data Certification |
| <input checked="" type="checkbox"/> Exhibit G-1 Subconsultant Fee | <input type="checkbox"/> App. 31.910 Supplemental Signature Page |

THIS AGREEMENT, made and entered into this 14th day of July, 2014,
 between the Local Agency of City of Pacific, Washington, hereinafter called the "AGENCY",
 and the above organization hereinafter called the "CONSULTANT".

WITNESSETH THAT:

WHEREAS, the AGENCY desires to accomplish the above referenced project, and

WHEREAS, the AGENCY does not have sufficient staff to meet the required commitment and therefore deems it advisable and desirable to engage the assistance of a CONSULTANT to provide the necessary services for the PROJECT; and

WHEREAS, the CONSULTANT represents that he/she is in compliance with the Washington State Statutes relating to professional registration, if applicable, and has signified a willingness to furnish Consulting services to the AGENCY,

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

I General Description of Work

The work under this AGREEMENT shall consist of the above described work and services as herein defined and necessary to accomplish the completed work for this PROJECT. The CONSULTANT shall furnish all services, labor, and related equipment necessary to conduct and complete the work as designated elsewhere in this AGREEMENT.

II Scope of Work

The Scope of Work and projected level of effort required for this PROJECT is detailed in Exhibit "A" attached hereto and by this reference made a part of this AGREEMENT.

III General Requirements

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

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

The CONSULTANT, and each SUBCONSULTANT, shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The CONSULTANT, and each SUBCONSULTANT, shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT-assisted contracts. Failure by the CONSULTANT to carry out these requirements is a material breach of this AGREEMENT that may result in the termination of this AGREEMENT.

Participation for Disadvantaged Business Enterprises (DBE), if required, per 49 CFR Part 26, or participation of Minority Business Enterprises (MBE), and Women Business Enterprises (WBE), shall be shown on the heading of this AGREEMENT. If D/M/WBE firms are utilized, the amounts authorized to each firm and their certification number will be shown on Exhibit "B" attached hereto and by this reference made a part of this AGREEMENT. If the Prime CONSULTANT is a DBE firm they must comply with the Commercial Useful Function (CUF) regulation outlined in the AGENCY'S "DBE Program Participation Plan". The mandatory DBE participation goals of the AGREEMENT are those established by the WSDOT'S Highway and Local Programs Project Development Engineer in consultation with the AGENCY.

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

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

IV Time for Beginning and Completion

The CONSULTANT shall not begin any work under the terms of this AGREEMENT until authorized in writing by the AGENCY.

All work under this AGREEMENT shall be completed by the date shown in the heading of this AGREEMENT under completion date.

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

V Payment Provisions

The CONSULTANT shall be paid by the AGENCY for completed work and services rendered under this AGREEMENT as provided in Exhibit "D" attached hereto, and by reference made part of this AGREEMENT. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work. The CONSULTANT shall conform to all applicable portions of 48 CFR Part 31.

A post audit may be performed on this AGREEMENT. The need for a post audit will be determined by the State Auditor, WSDOT External Audit Office and/or at the request of the AGENCY'S PROJECT Manager.

VI Sub-Contracting

The AGENCY permits sub-contracts for those items of work as shown in Exhibit "G" attached hereto and by this reference made part of this AGREEMENT.

Compensation for this sub-consultant work shall be based on the cost factors shown on Exhibit "G."

The work of the sub-consultant shall not exceed its maximum amount payable unless a prior written approval has been issued by the AGENCY.

All reimbursable direct labor, overhead, direct non-salary costs and fixed fee costs for the sub-consultant shall be substantiated in the same manner as outlined in Section V. All sub-contracts shall contain all applicable provisions of this AGREEMENT.

With respect to sub-consultant payment, the CONSULTANT shall comply with all applicable sections of the Prompt Payment laws as set forth in RCW 39.04.250 and RCW 39.76.011.

The CONSULTANT shall not sub-contract for the performance of any work under this AGREEMENT without prior written permission of the AGENCY. No permission for sub-contracting shall create, between the AGENCY and sub-contractor, any contract or any other relationship. A DBE certified sub-consultant is required to perform a minimum amount of their sub-contracted agreement that is established by the WSDOT Local Programs Project Development Engineer in consultation with the AGENCY.

VII Employment

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

Any and all employees of the CONSULTANT or other persons while engaged in the performance of any work or services required of the CONSULTANT under this AGREEMENT, shall be considered employees of the CONSULTANT only and not of the AGENCY, and any and all claims that may arise under any Workmen's Compensation Act on behalf of said employees or other persons while so engaged, and any and all claims made by a

third party as a consequence of any act or omission on the part of the CONSULTANT'S employees or other persons while so engaged on any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of the CONSULTANT.

The CONSULTANT shall not engage, on a full- or part-time basis, or other basis, during the period of the contract, any professional or technical personnel who are, or have been, at any time during the period of the contract, in the employ of the United States Department of Transportation, or the STATE, or the AGENCY, except regularly retired employees, without written consent of the public employer of such person.

VIII Nondiscrimination

During the performance of this contract, the CONSULTANT, for itself, its assignees, and successors in interest agrees to comply with the following laws and regulations:

Title VI of the Civil Rights Act of 1964
(42 USC Chapter 21 Subchapter V Section 2000d through 2000d-4a)

Federal-aid Highway Act of 1973
(23 USC Chapter 3 Section 324)

Rehabilitation Act of 1973
(29 USC Chapter 16 Subchapter V Section 794)

Age Discrimination Act of 1975
(42 USC Chapter 76 Section 6101 et seq.)

Civil Rights Restoration Act of 1987
(Public Law 100-259)

American with Disabilities Act of 1990
(42 USC Chapter 126 Section 12101 et. seq.)

49 CFR Part 21

23 CFR Part 200

RCW 49.60.180

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

IX Termination of Agreement

The right is reserved by the AGENCY to terminate this AGREEMENT at any time upon ten (10) days written notice to the CONSULTANT.

In the event this AGREEMENT is terminated by the AGENCY other than for default on the part of the CONSULTANT, a final payment shall be made to the CONSULTANT as shown in Exhibit "I" for the type of AGREEMENT used.

No payment shall be made for any work completed after ten (10) days following receipt by the CONSULTANT of the Notice to Terminate. If the accumulated payment made to the CONSULTANT prior to Notice of Termination exceeds the total amount that would be due when computed as set forth herein above, then no final payment shall be due and the CONSULTANT shall immediately reimburse the AGENCY for any excess paid.

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

In such an event, the amount to be paid shall be determined by the AGENCY with consideration given to the actual costs incurred by the CONSULTANT in performing the work to the date of termination, the amount of work originally required which was satisfactorily completed to date of termination, whether that work is in a form or a type which is usable to the AGENCY at the time of termination, the cost to the AGENCY of employing another firm to complete the work required and the time which may be required to do so, and other factors which affect the value to the AGENCY of the work performed at the time of termination.

Under no circumstances shall payment made under this subsection exceed the amount, which would have been made using the formula set forth above.

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

In the event of the death of any member, partner or officer of the CONSULTANT or any of its supervisory personnel assigned to the PROJECT, or dissolution of the partnership, termination of the corporation, or disaffiliation of the principally involved employee, the surviving members of the CONSULTANT hereby agree to complete the work under the terms of this AGREEMENT, if requested to do so by the AGENCY. This subsection shall not be a bar to renegotiation of the AGREEMENT between the surviving members of the CONSULTANT and the AGENCY, if the AGENCY so chooses.

In the event of the death of any of the parties listed in the previous paragraph, should the surviving members of the CONSULTANT, with the AGENCY'S concurrence, desire to terminate this AGREEMENT, payment shall be made as set forth in the second paragraph of this section.

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

X Changes of Work

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

XI Disputes

Any dispute concerning questions of fact in connection with the work not disposed of by AGREEMENT between the CONSULTANT and the AGENCY shall be referred for determination to the Director of Public Works or AGENCY Engineer, whose decision in the matter shall be final and binding on the parties of this AGREEMENT; provided, however, that if an action is brought challenging the Director of Public Works or AGENCY Engineer's decision, that decision shall be subject to de novo judicial review. If the parties to this AGREEMENT mutually agree, disputes concerning alleged design errors will be conducted under the procedures found in Exhibit "J", and disputes concerning claims will be conducted under the procedures found in Exhibit "K".

XII Venue, Applicable Law, and Personal Jurisdiction

In the event that either party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this AGREEMENT, the parties hereto agree that any such action shall be initiated in the Superior court of the State of Washington, situated in the county in which the AGENCY is located. The parties hereto agree that all questions shall be resolved by application of Washington law and that the parties to such action shall have the right of appeal from such decisions of the Superior court in accordance with the laws of the State of Washington. The CONSULTANT hereby consents to the personal jurisdiction of the Superior court of the State of Washington, situated in the county in which the AGENCY is located.

XIII Legal Relations

The CONSULTANT shall comply with all Federal, State, and local laws and ordinances applicable to the work to be done under this AGREEMENT. This contract shall be interpreted and construed in accordance with the laws of the State of Washington.

The CONSULTANT shall indemnify and hold the AGENCY and the STATE and its officers and employees harmless from and shall process and defend at its own expense all claims, demands, or suits at law or equity arising in whole or in part from the CONSULTANT'S negligence or breach of any of its obligations under this AGREEMENT; provided that nothing herein shall require a CONSULTANT to indemnify the AGENCY or the STATE against and hold harmless the AGENCY or the STATE from claims, demands or suits based solely upon the conduct of the AGENCY or the STATE, their agents, officers and employees; and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the CONSULTANT'S agents or employees, and (b) the AGENCY or the STATE, their agents, officers and employees, this indemnity provision with respect to (1) claims or suits based upon such negligence (2) the costs to the AGENCY or the STATE of defending such claims and suits shall be valid and enforceable only to the extent of the CONSULTANT'S negligence or the negligence of the CONSULTANT'S agents or employees.

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

The CONSULTANT shall comply with all applicable sections of the applicable Ethics laws, including RCW 42.23, which is the Code of Ethics for regulating contract interest by municipal officers. The CONSULTANT specifically assumes potential liability for actions brought by the CONSULTANT'S own employees against the AGENCY and, solely for the purpose of this indemnification and defense, the CONSULTANT specifically waives any immunity under the state industrial insurance law, Title 51 RCW.

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

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

Insurance Coverage

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

Excepting the Worker's Compensation Insurance and any Professional Liability Insurance secured by the CONSULTANT, the AGENCY will be named on all policies as an additional insured. The CONSULTANT shall furnish the AGENCY with verification of insurance and endorsements required by the AGREEMENT. The AGENCY reserves the right to require complete, certified copies of all required insurance policies at any time.

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

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

The CONSULTANT'S professional liability to the AGENCY shall be limited to the amount payable under this AGREEMENT or one million (\$1,000,000) dollars, whichever is the greater, unless modified by Exhibit "L". In no case shall the CONSULTANT'S professional liability to third parties be limited in any way.

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

XIV Extra Work

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

XV Endorsement of Plans

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

XVI Federal and State Review

The Federal Highway Administration and the Washington State Department of Transportation shall have the right to participate in the review or examination of the work in progress.

XVII Certification of the Consultant and the Agency

Attached hereto as Exhibit "M-1(a and b)" are the Certifications of the CONSULTANT and the AGENCY, Exhibit "M-2" Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions, Exhibit "M-3" Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying and Exhibit "M-4" Certificate of Current Cost or Pricing Data. Exhibit "M-3" is required only in AGREEMENTS over \$100,000 and Exhibit "M-4" is required only in AGREEMENTS over \$500,000.

XVIII Complete Agreement

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

XIX Execution and Acceptance

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

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

By Sean M Comfort By _____

Consultant Sean Comfort, Principal AHBL, Inc. Agency _____

Exhibit A-1

Scope of Work

West Valley Highway Improvements

AHBL, Inc.

EXHIBIT A-1
City of Pacific
West Valley Highway

AHBL
Scope of Work
July 01, 2014

INTRODUCTION

The following Scope of Work is prepared by AHBL, Inc. (CONSULTANT) for the City of Pacific (CITY), providing for Preliminary Engineering (PE), Plans, Specifications, and Estimates (PS&E) for the West Valley Highway project. The following Scope of Work details the work that will be provided by the CONSULTANT for the West Valley Highway project (PROJECT). This Scope of Work outlines the effort necessary to design the PROJECT, develop PS&E, and to support the CITY's Advertisement and Award of the PROJECT. This Scope of Work does not provide for construction administration services by the CONSULTANT.

The PROJECT is Capital Improvement Project No. CIP __-__. The PROJECT is funded by the City of Pacific, and FHWA sources. The PROJECT will be designed and administered in accordance with the Washington State Department of Transportation (WSDOT) Local Agency Guidelines, City of Pacific Municipal Code and standards, and City of Pacific design standards. Improvements to be included within the PROJECT are anticipated to be the following design:

- Demolition and removal of existing paved areas that have settled, heaved, or exhibited significant longitudinal cracking.
- Demolition and removal and replacement of existing driveways (which do not meet current City standards) to properties fronting West Valley Highway.
- ADA ramps to ADA PROWAG Standards.
- New curb, gutter and sidewalk.
- To increase safety within the vehicular traveled way, adjust the center line profile and design speed of the highway to meet FHWA standards.
- Widening of the traveled way to three lanes in order to provide a northbound, southbound, center turn lane and pedestrian/bicycle access.
- Replacement of the existing pavement section with a new pavement section which will include a northbound, southbound and center turn lane.
- New storm water quantity, quality and storm water conveyance/detention facilities.
- Adjustment of utilities to grade as necessary.

Typical roadway sections, summary of quantities, quantity tabs, large scale drawings of the project showing work features, channelization plans, work zone traffic control plans, and performance based specifications will be utilized to create a PS&E package meeting the requirements of the Local Agency Guidelines and City of Pacific requirements.

This PROJECT is currently funded for the preliminary design phase only. Construction funding is anticipated to be available in early 2015. This Scope of Work provides for design SEPA/NEPA documentation and preliminary design package. ROW, environmental permitting, final PS&E and Construction phase services will be completed when additional funding is available.

SCOPE OF WORK

Task 1.0 Management/Coordination/Administration

This task covers the effort required to manage the contract and assure that the PROJECT meets the client's expectations for schedule, budget, and quality of product. The CONSULTANT shall:

- 1.1 Provide professional engineering project management to complete preliminary design.
- 1.2 Prepare and update a detailed project schedule.
- 1.3 Provide monthly progress reports in memorandum format to the CITY.
- 1.4 Provide monthly progress billing to the CITY.
- 1.5 Coordinate with CITY staff at monthly project meetings (estimated 8 meetings).
- 1.6 Provide QA/QC reviews of all submittals (10% and 30% submittals)

Products:

- Monthly progress memo and invoicing.
- Project schedule utilizing Microsoft Project.
- Meeting minutes for CONSULTANT/CITY meetings.
- QA/QC of all submittal packages.

Assumptions:

- The PROJECT will last approximately 8 months.
- The Consultant will coordinate with the WSDOT and the City of Pacific as necessary to facilitate the design and permitting of the portion of the PROJECT within the City of Pacific.
- The CITY will pay CONSULTANT and invoice Local Programs for reimbursement. CONSULTANT invoicing is not required to meet Local Program requirements.

Task 2.0 Geotechnical Investigation

This task covers the effort required by the Geotechnical Engineer to visit the site, perform field borings and other testing of existing soils and document areas of "pavement failure" within the PROJECT site, and provide review of construction documents. The Geotechnical Engineer will visit the site and prepare a project letter describing their opinion on the cause of the existing pavement failures based on their visual observations. This letter will also provide recommendations for appropriate surface repairs for each type(s) of failure(s) observed, HMA overlay mix recommendations, overlay thickness recommendation, and recommendations for construction methods during placement. The geotechnical engineer will also review the bid documents for conformance with their recommendations; provide verbal comment and any recommendations to the preliminary engineering documents, as necessary, to the CONSULTANT.

Products:

- Geotechnical Assessment from the Geotechnical Engineer outlining existing conditions and recommendations for new pavement sections and site preparation.

Assumptions:

- Existing traffic analysis or truck analysis will be performed by the Transportation Engineer TRANSPORT GROUP and will be provided to the Geotechnical Engineer for use in preparing pavement section recommendations.
- Subsurface investigation of subgrade within the existing traveled way and slopes adjacent to the road will also be performed to determine the condition of the current road surface and subgrade as well as the presence of groundwater adjacent to the road surface.
- Recommended pavement repairs are anticipated to include removal of road section within the majority of the project length and recommendations for a new pavement section to replace the existing pavement, base and sub-base materials.

Task 3.0 Environmental Permitting

This task covers the effort to coordinate with the CITY, WSDOT and other consultants, as necessary, for completion of the environmental permitting of the PROJECT. It is anticipated that the following environmental approvals will be required:

- NEPA Documented Categorical Exclusion (DCE)
- SEPA Determination

Products:

- Draft and Final Environmental Classification Summary (ECS)
- Draft and Final SEPA Checklist
- Wetland Delineation Report and Mitigation Plan
- Letter of Area of Potential Effects
- Cultural Resources Survey
- Environmental Justice Analysis
- Air Quality Analysis

Assumptions:

- The PROJECT meets requirements for a NEPA DCE.
- No Army Corps of Engineers, Washington Department of Ecology, Washington Department of Fish and Wildlife or Washington Department of Natural Resources Permits will be required for the PROJECT.
- SEPA Determination will be prepared and issued by the CITY's SEPA Official.
- SEPA Determination will not be withdrawn and/or reissued for the project.

Task 4.0 Preliminary Design

This task provides for the completion of the 30% design effort identifying type, size, and locations of the improvements, followed by the 60% design effort documenting design decisions, as outlined in the WSDOT Design Manual. The following issues will be addressed during the preliminary design:

- 4.1 Review existing documentation for the PROJECT.
- 4.2 Perform a site visit to document limits of existing pavement failure and proposed drainage improvements.
- 4.3 Prepare base map for use in plan preparation utilizing the survey data completed by the CONSULTANT. Survey base map will be prepared on King County horizontal and vertical datum (NAD 83/91 and NAVD 88, respectively) and will note all improvements, utilities and limits of existing pavement failure within the project limits. Rights of way for West Valley Highway and intersections of crossing streets shall be calculated and shown on survey base map.
- 4.4 Prepare preliminary design drawings outlining PROJECT limits, proposed drainage improvements, impacts to roadside ditches, and proposed discharge locations.
- 4.5 Prepare preliminary power pole relocation drawing, if necessary, to facilitate proposed drainage improvements. Attend coordination meeting with utility purveyor to coordinate relocation locations.
- 4.6 Prepare Storm Drainage Report outlining how the PROJECT meets requirements of the City of Pacific Municipal Code and WSDOT Highway Runoff Manual. The PROJECT will create more than 5,000 square feet of new impervious surface and water quantity and quality control will be required.
- 4.7 Define recommendations for PROJECT phasing based on preliminary design level engineer's estimates. Determine the amount of future funds needed to complete the ROW Acquisition, Final PS&E and Construction of the project.
- 4.8 Complete quality review of design documents to be submitted to the CITY.
- 4.9 Complete preliminary roadway design and channelization plans.

Products:

Products produced for the preliminary design Scope of Work will include the entire length of proposed improvements as described above. At the end of the preliminary design scope, limits of phasing will be established. Construction documents are further described in the PS&E Section below.

- 30% & 60% design submittal shall include the following items:
 - Baseline Design Schedule
 - Preliminary horizontal alignment based on existing road centerline
 - Preliminary Drainage Plan
 - Memorandum outlining preliminary drainage design and code requirements
 - Engineer's Estimate
 - Preliminary typical cross sections
 - Preliminary Drainage Layout
 - Preliminary Stormwater Design Report
 - Preliminary Geotechnical Recommendations
 - Preliminary Resurfacing Report
 - Preliminary utility relocation drawing, if required
 - Draft submittal document for CITY and Local Programs review and comment
 - Final submittal of document

Assumptions:

- Preliminary design will be completed as one package with no phasing.
- Coordination with neighboring property owners and any Public Involvement will be completed by the CITY. The CONSULTANT will provide support with maps and details needed for public discussion/display at City Council meetings.

- Required modifications to existing Transportation Improvement Plan (TIP) will be completed by the CITY.
- The CITY will coordinate any needed utility relocations as part of franchise agreement, including preparation of letters and construction schedule for relocation, if required. CONSULTANT will be asked to provide support and drawings showing conflicts and relocations.
- Value Engineering and Cost Risk Assessment are not required for the PROJECT. If these items are needed, they will be authorized under separate contract or completed by the CITY.
- 30% & 60% design will be accepted by CITY prior to the completion of this project.
- No National Pollutant Discharge Elimination System (NPDES) permit will be required for the 30% & 60% design phase of the PROJECT.
- No deviations from standards will be required.

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Exhibit C Electronic Exchange of Engineering and Other Data

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

I. Surveying, Roadway Design & Plans Preparation Section

A. Survey Data

Civil 3D 2014

B. Roadway Design Files

Civil 3D 2014

C. Computer Aided Drafting Files

Civil 3D 2014

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

n/a

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

PDF

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

II. Any Other Electronic Files to Be Provided

III. Methods to Electronically Exchange Data

Email

AHBL Infoexchange Server

A. Agency Software Suite

B. Electronic Messaging System

C. File Transfers Format

pdf

Exhibit D-2 Payment (Cost Plus a Fixed Fee)

The CONSULTANT shall be paid by the AGENCY for completed work and services rendered under this AGREEMENT as provided hereinafter. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work specified in Section II, "Scope of Work." The CONSULTANT shall conform to all applicable portions of 48 CFR Part 31.

- A. Actual Costs: Payment for all consulting services for this PROJECT shall be on the basis of the CONSULTANT'S actual cost plus a fixed fee. The actual cost shall include direct salary cost, overhead, direct non-salary costs, and fixed fee.
1. Direct Salary Costs: The Direct Salary Cost is the direct salary paid to principals, professional, technical, and clerical personnel for the time they are productively engaged in work necessary to fulfill the terms of this AGREEMENT. The CONSULTANT shall maintain support data to verify the direct salary costs billed to the AGENCY.
 2. Overhead Costs: Overhead Costs are those costs other than direct costs, which are included as such on the books of the CONSULTANT in the normal everyday keeping of its books. Progress payments shall be made at the rate shown in the heading of this AGREEMENT under "Overhead Progress Payment Rate." Total overhead payment shall be based on the method shown in the heading of the AGREEMENT. The two options are explained as follows:
 - a. Fixed Rate: If this method is indicated in the heading of the AGREEMENT the AGENCY agrees to reimburse the CONSULTANT for overhead at the percentage rate shown. This rate shall not change during the life of the AGREEMENT.
 - b. Actual Cost: If this method is indicated in the heading of the AGREEMENT the AGENCY agrees to reimburse the CONSULTANT the actual overhead costs verified by audit, up to the Maximum Total Amount Payable, authorized under this AGREEMENT, when accumulated with all other Actual Costs.

A summary of the CONSULTANTS cost estimate and the overhead computation is shown in Exhibit "E" attached hereto and by this reference made part of this AGREEMENT. When an Actual Cost method is used, the CONSULTANT (prime and all sub-consultants) will submit to the AGENCY within six (6) months after the end of each firm's fiscal year, an overhead schedule in the format required by the AGENCY (cost category, dollar expenditures, etc.) for the purpose of adjusting the overhead rate for billing purposes. It shall be used for the computation of progress payments during the following year and for retroactively adjusting the previous year's overhead cost to reflect the actual rate.

Failure to supply this information by either the prime CONSULTANT or any of their sub-consultants shall cause the AGENCY to withhold payment of the billed overhead costs until such time as the required information is received and an overhead rate for billing purposes is approved.

The AGENCY, STATE and/or the Federal Government may perform an audit of the CONSULTANT'S books and records at any time during regular business hours to determine the actual overhead rate, if they so desire.

3. Direct Non-Salary Costs: Direct Non-Salary Costs will be reimbursed at the Actual Cost to the CONSULTANT. These charges may include, but are not limited to, the following items: travel, printing, long distance telephone, supplies, computer charges and sub-consultant costs.
 - a. Air or train travel will be reimbursed only to economy class levels unless otherwise approved by the AGENCY. The CONSULTANT shall comply with the rules and regulations regarding travel costs (excluding air, train, and rental car costs) in accordance with the AGENCY'S Travel Rules and Procedures. However, air, train, and rental car costs shall be reimbursed in accordance with 48 CFR Part 31.205-46 "Travel Cost
 - b. The billing for Direct Non-Salary Costs shall include an itemized listing of the charges directly identifiable with the PROJECT.
 - c. The CONSULTANT shall maintain the original supporting documents in their office. Copies of the original supporting documents shall be supplied to the AGENCY upon request.
 - d. All above charges must be necessary for the services provided under this AGREEMENT.
4. Fixed Fee: The Fixed Fee, which represents the CONSULTANT'S profit, is shown in the heading of this AGREEMENT under Fixed Fee. This amount does not include any additional Fixed Fee, which could be authorized from the Management Reserve Fund. This fee is based on the Scope of Work defined in this AGREEMENT and the estimated person-hours required to perform the stated Scope of Work. In the event the CONSULTANT enters into a supplemental AGREEMENT for additional work, the supplemental AGREEMENT may include provisions for the added costs and an appropriate additional fee. The Fixed Fee will be prorated and paid monthly in proportion to the percentage of work completed by the CONSULTANT and reported in the Monthly Progress Reports accompanying the billings. Any portion of the Fixed Fee earned but not previously paid in the progress payments will be covered in the final payment, subject to the provisions of Section IX entitled "Termination of Agreement."
5. Management Reserve Fund: The AGENCY may desire to establish a Management Reserve Fund to provide the Agreement Administrator with the flexibility to authorize additional funds to the AGREEMENT for allowable unforeseen costs, or reimbursing the CONSULTANT for additional work beyond that already defined in this AGREEMENT. Such authorization(s) shall be in writing and shall not exceed

the lesser of \$100,000 or 10% of the Total Amount Authorized as shown in the heading of this AGREEMENT. The amount included for the Management Reserve Fund is shown in the heading of this AGREEMENT. This fund may not be replenished. Any changes requiring additional costs in excess of the Management Reserve Fund shall be made in accordance with Section XIV, "Extra Work."6. Maximum Total Amount Payable: The Maximum Total Amount Payable by the AGENCY to the CONSULTANT under this AGREEMENT shall not exceed the amount shown in the heading of this AGREEMENT. The Maximum Total Amount Payable is comprised of the Total Amount Authorized, and the Management Reserve Fund. The Maximum Total Amount Payable does not include payment for Extra Work as stipulated in Section XIV, "Extra Work." No minimum amount payable is guaranteed under this AGREEMENT.

- B. Monthly Progress Payments: The CONSULTANT may submit billings to the AGENCY for reimbursement of Actual Costs plus the calculated overhead and fee on a monthly basis during the progress of the work. Such billings shall be in a format approved by the AGENCY and accompanied by the monthly progress reports required under Section III, "General Requirements" of this AGREEMENT. The billings will be supported by an itemized listing for each item including Direct Salary, Direct Non-Salary, and allowable Overhead Costs to which will be added the prorated Fixed Fee. To provide a means of verifying the billed salary costs for CONSULTANT employees, the AGENCY may conduct employee interviews. These interviews may consist of recording the names, titles, salary rates, and present duties of those employees performing work on the PROJECT at the time of the interview.
- C. Final Payment: Final Payment of any balance due the CONSULTANT of the gross amount earned will be made promptly upon its verification by the AGENCY after the completion of the work under this AGREEMENT, contingent upon receipt of all PS&E, plans, maps, notes, reports, electronic data and other related documents which are required to be furnished under this AGREEMENT. Acceptance of such Final Payment by the CONSULTANT shall constitute a release of all claims for payment, which the CONSULTANT may have against the AGENCY unless such claims are specifically reserved in writing and transmitted to the AGENCY by the CONSULTANT prior to its acceptance. Said Final Payment shall not, however, be a bar to any claims that the AGENCY may have against the CONSULTANT or to any remedies the AGENCY may pursue with respect to such claims.

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

- D. Inspection of Cost Records: The CONSULTANT and their sub-consultants shall keep available for inspection by representatives of the AGENCY, STATE and the United States, for a period of three (3) years after receipt of final payment, the cost records and accounts pertaining to this AGREEMENT and all items related to or bearing upon these records with the following exception: if any litigation, claim or audit arising out of, in connection with, or related to this contract is initiated before the expiration of the three (3) year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records is completed.

**Exhibit E -1
 Consultant Fee Determination Summary Sheet
 (Lump Sum Cost Plus Fixed Fee, Cost per unit Work)**

Project: West Valley Highway Pierce County Segment Design
Consultant: ABHL, Inc.

Direct Salary Cost (DSC) Original

Classification	Man Hours			Direct Labor		Cost
				Rate		
Principal Civil	21.50	X	\$	64.52		\$ 1,387.18
PM Civil	60.50	X	\$	46.15		\$ 2,792.08
PE 5 Civil	30.75	X	\$	38.63		\$ 1,187.87
PE 4 Civil	119.00	X	\$	35.38		\$ 4,210.22
Proj Admin Civil	3.50	X	\$	28.23		\$ 98.81
Tech 2 Civil	70.00	X	\$	27.57		\$ 1,929.90
Word Proc	3.00	X	\$	23.08		\$ 69.24
Prin. Planning	57.75	X	\$	52.89		\$ 3,054.40
Planner 3	35.00	X	\$	26.39		\$ 923.65
Landscape Project Manager	13.50	X	\$	32.21		\$ 434.84
Principal Survey	6.75	X	\$	52.89		\$ 357.01
PM Survey	13.25	X	\$	42.71		\$ 565.91
Survey Tech	16.75	X	\$	27.24		\$ 456.27
Chief of Parties	3.50	X	\$	39.04		\$ 136.64
Party Chief	33.00	X	\$	28.85		\$ 952.05
Chainman	33.00	X	\$	20.00		\$ 660.00
				Original Contract Sub TOTAL DSC		\$ 19,216.05

Overhead (OH Cost -- including Salary Additives)

(original) **OH Rate X DSC of** 220.00% X \$ 19,216.05 = \$ 42,275.31
 Subtotal \$ 42,275.31

Fixed Fee (FF)

(original) **FF Rate x DSC of** 30.00% X \$ 19,216.05 = \$ 5,764.82
 Subtotal \$ 5,764.82

Reimbursables

Printing/reproductions \$ 1,500.00
 Mileage \$ 307.36
 Locate Services for Survey \$ 2,208.00
SubTotal Reimbursables = \$ 4,015.36

Subconsultants

AMEC \$ 19,391.18
CRC \$ 3,371.73
Theresa Dusek \$ 11,122.00
Transpo \$ 4,823.67
Subconsultant Total \$ 38,708.58

Grand Total

Contract Total \$ 109,980.11
 \$ 109,980.11

Exhibit E-1

Fee- Lump/Fixed/Unit

(backup)

West Valley Highway Improvements

AHBL, Inc.

AHBL IS SUBMITTING FOR AN UPDATED ICR RATE. THIS EXHIBIT
INCLUDES AN ESTIMATED ICR RATE WHICH WILL BE UPDATED AFTER IT
IS APPROVED BY WSDOT

6/30/2014

AHBL Staff Hours per Task
West Valley Highway Pierce County Segment Design

AHBL Overhead rate
Negotiated Fixed Fee

220.00%
30.00%

TASK 1	Work Task	CIVIL ENGINEERING										PLANNING	
		SC	TS	MSK	AB	Sherl	Frank	LK	SS	SC	SC	LK	SS
		Principal Civil	PM Civil	PE 5 Civil	PE 4 Civil	Proj Admin Civil	Tech 2 Civil	Word Proc	Landscap PM	Landscap PM	Prin. Planning	Landscap PM	Planner 3
	Through Design	0.00											
	1.1 Provide Professional Project Management	4.75		2									
	1.2 Prepare and Update Monthly Schedule	20.00		3									
	1.3 Provide monthly progress reports in memorandum format to the City	17.25		1									
	1.4 Provide monthly progress billing to the City	5.50		4									
	1.5 Coordinate with City staff/WSDOT	26.00		3									
	1.6 Provide QA/QC review of all submittals (30%, 60%, 90%, and PS&E submittals)	50.00											
	Total	12.25	28.00	4.00	10.00	0.00	0.00	0.00	0.00	0.00	19.25	0.00	0.00
	Billing Rate	\$225.82/hr	\$161.53/hr	\$135.21/hr	\$123.83/hr	\$98.81/hr	\$96.50/hr	\$80.78/hr	\$112.74/hr	\$112.74/hr	\$112.74/hr	\$112.74/hr	\$92.37/hr
	Task Total - Civil	\$ 2,766.30	\$ 4,527.70	\$ 540.82	\$ 1,238.30	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,563.46	\$ -	\$ -
	Task Total - Planning	\$ 9,068.12											
	Task Total - Survey	\$ 3,653.46											
	Task 1 Management/Coordination/Administration	\$ -											
	Task 1 Management/Coordination/Administration	\$ 12,631.58											

TASK 2	Work Task	CIVIL ENGINEERING										PLANNING	
		SC	TS	MS	AB	Sherl	Frank	LK	SS	SC	SC	LK	SS
		Principal Civil	PM Civil	PE 4 Civil	PE 4 Civil	Proj Admin Civil	Tech 2 Civil	Word Proc	Landscap PM	Landscap PM	Prin. Planning	Landscap PM	Planner 3
	2.1 APE MAP, Letter & Coordination	5.00											
	2.2 Complete Draft EGS	\$3,145.03		22.00									
	2.3 Complete Final Draft EGS	5.00		3.5									
	2.4 Complete Final EGS	\$416.22		3.00									
	2.5 Prepare Mitigation Plans in AutoCAD	\$1,707.04		14.50									
	2.6 Coordinate with Suicombants, Review Reports	\$1,851.15		10.00									
	2.7 Prepare Environmental Justice Report	\$555.15		3.50									
	2.8 Prepare Air Quality Checklist	\$778.49		5.00									
	2.9 Prepare SEPA Checklist, Monitor Decision	\$2,123.55		20.00									
	Total	0.00	0.00	0.00	0.00	0.00	0.00	1.00	0.00	0.00	38.50	13.50	35.00
	Hourly Rate	\$225.82/hr	\$161.53/hr	\$135.21/hr	\$123.83/hr	\$98.81/hr	\$96.50/hr	\$80.78/hr	\$112.74/hr	\$112.74/hr	\$112.74/hr	\$112.74/hr	\$92.37/hr
	Task Total - Civil	\$ 80.78											
	Task Total - Planning	\$ 11,884.63											
	Task Total - Survey	\$ -											
	Task 2 Environmental Permitting	\$ 11,952.41											

TASK 3	Work Task	CIVIL ENGINEERING										PLANNING	
		SC	TS	MS	AB	Sherl	Frank	LK	SS	SC	SC	LK	SS
		Principal Civil	PM Civil	PE 4 Civil	PE 4 Civil	Proj Admin Civil	Tech 2 Civil	Word Proc	Landscap PM	Landscap PM	Prin. Planning	Landscap PM	Planner 3
	3.1 Prepare plan sheets 1"=40' plan views per sheet, 15 sheets	88.50		10		3	42						
	3.2 Prepare 30%/60% Detail Sheets	\$1,900.49		3.5		6							
	3.3 Prepare 30%/60% summary memo	\$5,421.95		2.5		1.5	20						
	3.4 Prepare 30%/60% Cost Estimate	\$2,372.56		1.5		2.5	4.5						
	3.5 Prepare 30%/60% Outline Specifications	\$2,872.14		2.5		7	8.25						
	3.6 Quality Review (30% & 60%)	\$7,446.74		4		4.5	3.75						
	3.7 Submittal 30%/60% to City and WSDOT for review	\$1,158.82		3.5		2	3.5						
	3.8 30% & 60% Plan revisions	\$6,037.64		0.75		3.5	7						
	Total	9.25	32.50	26.75	109.00	3.50	70.00	2.00	0.00	0.00	0.00	0.00	0.00
	Hourly Rate	\$225.82/hr	\$161.53/hr	\$135.21/hr	\$123.83/hr	\$98.81/hr	\$96.50/hr	\$80.78/hr	\$112.74/hr	\$112.74/hr	\$112.74/hr	\$112.74/hr	\$92.37/hr
	Task Total - Civil	\$ 2,088.84	\$ 5,249.56	\$ 3,616.73	\$ 13,497.47	\$ 345.82	\$ 6,754.65	\$ 161.56	\$ -	\$ -	\$ -	\$ -	\$ -
	Task Total - Planning	\$ -											
	Task Total - Survey	\$ -											
	Task 3 Preliminary Design	\$ 31,714.63											

6/30/2014

West Valley Highway Pierce County Segment Design

AHBL Staff Hours per Task

Work Task	Total Task Cost (\$)	Total Task Hours	LAND SURVEYING						CD
			DF	BD	TD	DR	RC	Chalmman	
4.1 Research Record Drawing and other record Data	\$ 448.46	3.00							
4.2 Boundary/ROW Mapping	\$ 1,856.17	12.00	1.75	10.25					
4.3 Topographic Survey-Field	\$ 5,642.18	66.00						33	
4.4 Topographic Survey-office	\$ 1,932.18	18.75		15.25		3.5			
4.5 Quality Review	\$ 555.35	3.00							
4.6 Plan Revisions	\$ 513.24	3.50							
TASK 4 Survey	\$10,947.56	106.25	6.75	13.25	16.75	3.50	33.00	33.00	0.00
Hourly Rate	\$185.12/hr	\$149.49/hr	\$95.34/hr	\$136.64/hr	\$100.98/hr	\$70.00/hr	\$0.00/hr	\$0.00/hr	\$0.00/hr
Task Total - Survey	\$ 10,947.56		\$ 1,249.53	\$ 1,980.68	\$ 1,596.95	\$ 478.24	\$ 3,332.18	\$ 2,310.00	\$ 0.00

\$ 10,947.56

TASK 4 Survey

PROJECT SUMMARY

TASK 1 Management/Coordination/Administration	CIVIL	PLANNING	SURVEY	TOTAL
TASK 2 Environmental Permitting	\$ 9,068.12	\$ 3,563.46	\$ -	\$ 12,631.58
TASK 3 Preliminary Design	\$ 80.78	\$ 11,881.63	\$ -	\$ 11,962.41
TASK 4 Survey	\$ 31,714.63	\$ -	\$ -	\$ 31,714.63
	\$ -	\$ -	\$ 10,947.56	\$ 10,947.56
			From E-1	Back check Diff
	\$ 40,863.52	\$ 15,445.09	\$ 10,947.56	\$ 67,256.18

PROJECT TOTAL

Reimbursable Expenses

Locate Services for Survey	\$ 2,208.00	
Reproduction	\$ 1,500.00	
Mileage (34mi) round trip AHBL to Pacific x 16 Round trips)	\$ 307.36	
Total	\$ 4,015.36	
	From E-1	Back check Diff
	\$ -	\$ -

Subconsultant

AMIEC

CRC

Theresa Durek

Trensp

Total Subconsultant

\$ 19,391.18	From E-1	Back check Diff
\$ 3,371.73		
\$ 11,122.00		
\$ 4,823.67	From E-1	Back check Diff
\$ 38,708.58	\$ 38,708.58	\$ -
\$ 109,980.11	From E-1	Back check Diff
\$ 109,980.11	\$ 109,980.11	\$ -

Grand Total

Exhibit F
Overhead Cost
(backup)
West Valley Highway Improvements

AHBL, Inc.

AHBL HAS SUBMITTED FOR A NEW RATE AS OF JULY 14, 2014.
THERE IS APPROXIMATELY A 30 DAY TURN AROUND TIME WITH WSDOT
TO GET A NEW RATE ISSUED. WE ANTICIPATE A NEW RATE TO BE
AVAILABLE BY AUGUST 15, 2014

Exhibit G

Subcontracted work

West Valley Highway Improvements

**AMEC Environmental &
Infrastructure, Inc.**



June 18, 2014
Project No. 4-917-17647-A

AHBL, Inc.
2215 North 30th Street
Suite 300
Tacoma, WA 98403

Attention: Mr. Sean Comfort, P.E.

Subject: Proposal for Preliminary Geotechnical Study
West Valley Highway, County Line Road to 8th Street E
Pacific, Washington

Dear Sean:

At your request, AMEC Environment & Infrastructure, Inc. (AMEC), is pleased to submit this proposal to conduct a preliminary geotechnical evaluation for the above-referenced project. The contents of this proposal are based on written and verbal information supplied by you, on our recent site visit, and on our knowledge of subsurface conditions in the site vicinity.

SITE AND PROJECT DESCRIPTION

A portion of West Valley Highway, approximately 0.5 mile in length, from County Line Road to 8th Street SE, located within the City of Pacific and Pierce County, is to be evaluated for improvements. The roadway is relatively flat but bordered by steep slopes to the west. Businesses on the east side of the roadway are supported on fill pads along the lower valley to the east.

The proposed improvements would include minor realignment and potential widening to three lanes with a sidewalk on one side. Proposed improvements would also include repairs to pavement and drainage and mitigation of potential slope instability and settlement hazards along the alignment.

Based on our recent site visit, previous explorations in the site vicinity, and discussions with the design team, we expect that the roadway is underlain by alluvial soils in a generally soft or loose condition. In some areas, the roadway may be underlain by landslide debris, colluvium, or fill due to past hillside instability. Groundwater probably lies at depths on the order of 5 to 10 feet below existing grades, although perched water might exist at shallower depths.

AMEC Environment & Infrastructure, Inc.
11810 North Creek Parkway N
Bothell, Washington 98011
(425) 368-1000 Phone
(425) 368-1001 Facsimile
www.amec.com

W:_Projects\17000s\17647 AHBL\Proposals\West Valley Highway Geotech Proposal 140618.doc



SCOPE OF WORK

This scope of work is for geotechnical engineering to the City of Pacific, under subcontract with AHBL, Inc. This scope of work is for a preliminary geotechnical assessment of 0.5 mile of West Valley Highway from County Line Road to 8th Street E in Pierce County. AMEC will perform a site reconnaissance and explore the subsurface conditions, interpret the site surficial geology based on exploration and testing, analyze the impact of the proposed improvements such as settlement and slope stability, and offer design recommendations for the improvements. Proposed improvements that will require geotechnical engineering include widening the roads by constructing fill embankments and/or retaining walls, drainage improvements, and new pavement designs.

AMEC's scope of work will be as follows:

1. **Contract Administration.** This includes setting up a contract with AHBL and with AMEC subcontracted services for field exploration and laboratory testing.
2. **Review and Site Reconnaissance.** Review readily available soil borings in the site vicinity and any available plans from previous road construction on or adjacent to the site. Walk the site to document the surface conditions and to plan exploration methods and locations.
3. **Field Preparation.** Make application to City of Pacific for a street use permit, identifying proposed boring locations. Prepare a traffic control plan, as required. Schedule drilling, traffic control and lab testing subcontractors. Notify the Underground Utility Location Center.
4. **Field Exploration.**
 - a. Drill two hollow-stem auger borings through the existing pavement, up to 10 feet deep. These will be for evaluating existing pavement conditions and to measure the pavement, base course, and fill thickness. These borings will also be used for establishing subgrade conditions for assessing new pavement design.
 - b. Drill two hollow-stem auger borings up to 30 feet deep along the shoulder of West Valley Highway to investigate subsurface conditions for new improvements including drainage, slope cuts, and retaining walls to support fill for widening of West Valley Highway. No wells will be installed; groundwater levels will be noted at time of drilling.
5. **Laboratory testing and QA/QC.** Selected soil samples collected from the explorations will be tested by a subcontracted local laboratory for engineering and index properties. Testing of index properties will likely include moisture content, grain size distribution, and Atterberg limits.
6. **Geologic Interpretation.** After reviewing geologic maps of the site vicinity, exploration logs, laboratory testing results, an assessment will be made of geologic conditions along the roadway alignment.

7. Engineering Analysis. Preliminary analyses will be conducted in order to estimate settlements due to new fill embankments. Recommendations for types and locations of retaining walls will be provided. Estimates of vertical bearing capacities and lateral earth pressures will be provided for retaining walls. Pavement sections for new roadway and pavement overlay/restoration will be provided, based on AASHTO pavement design methods.
8. Report Preparation. After completing the tasks described above, a Draft Geotechnical Engineering Report will be provided that summarizes the site subsurface conditions and provides conclusions and engineering design recommendations, as described above. After the project team has reviewed the draft report and provided comments, a final stamped and signed report will be provided.
9. Meeting. Attend one meeting with project team.
10. Additional Services. If requested, AMEC could provide additional services such as providing subsurface investigations, supplemental analysis, and reporting for final design of retaining walls. AMEC could also provide geotechnical services during subsequent bid and construction support. A scope and budget for any requested additional tasks will be determined at a later time.

Assumptions

- The City will provide available information such as construction as-builts and geotechnical reports from nearby projects prior to AMEC's field exploration tasks.
- AMEC will provide traffic control plans for Right of Way street use permits. The permit will be provided by the City.
- Access to drill within the City right-of-way will be coordinated by the City.
- Access to any private property will be coordinated by the City.
- Utility locates for City-owned facilities will be provided by the City. AMEC will use the WA One-Call service for utility locates. Private utility locate subcontractors will not be needed to locate utilities.
- Field exploration can be conducted during normal business hours (Monday through Friday, 8 am to 5 pm).
- Base survey maps showing topography and existing structures will be provided for AMEC's use prior to the field exploration.
- Plans showing the proposed improvements will be provided to AMEC for the engineering analyses and report preparation tasks.



- Current and projected traffic volumes will be provided for preliminary pavement design.
- This geotechnical study is in support of preliminary design and cost estimates for the roadway improvements. Additional subsurface explorations, analysis and reporting will be required in support of final plans, specifications and cost estimates.

Deliverables

- Traffic Control Plan
- Draft Geotechnical Engineering Report
- Final Geotechnical Engineering Report, incorporating any review comments

COST AND SCHEDULE

AMEC services will be performed on a time-and-expenses basis as a subconsultant to AHBL, Inc., under a WSDOT Local Agency Guidelines (LAG) agreement. Exhibit G1 presenting our estimated breakdown of labor and costs and Exhibit G2 presenting our current WSDOT-audited overhead rates are attached.

CLOSURE

We appreciate the opportunity to submit this proposal, and we look forward to serving your geotechnical needs. We understand this proposal will be an attachment to your standard subconsultant agreement. If you have any questions or need additional information, please do not hesitate to call.

Sincerely,

AMEC Environment & Infrastructure, Inc.

James S. Dransfield, P.E.
Principal

Reviewed by:
Todd D. Wentworth, P.E., L.G.

Enclosures: Exhibit G1
Exhibit G2

Exhibit G-1

Subconsultant Fee

West Valley Highway Improvements

**AMEC Environmental &
Infrastructure, Inc.**



EXHIBIT G1 - SUMMARY OF COSTS
 West Valley Highway - Pierce County Segment
 Geotechnical Report
 Pacific, Washington

AMEC Environment & Infrastructure, Inc.

DIRECT SALARY COST (DSC):

Task	Classification (AMEC Class Code)	Hours	x	Hourly Rate	=	Cost	Task Total
	Principal (618 to 624)	17		\$69.95		\$1,189.15	
	Associate (617)	1		\$49.92		\$49.92	
	Senior Project Engineer (616)	34		\$41.62		\$1,415.08	
	Senior Project Geologist (615)	43		\$41.89		\$1,801.27	
	Project Engineer/ Geologist (614)	0		\$38.03		\$0.00	
	Senior Staff Engineer/ Geologist (613)	0		\$32.10		\$0.00	
	Staff Engineer/ Geologist (611 to 612)	0		\$31.37		\$0.00	
	CAD Drafting (516)	6		\$30.29		\$181.74	
	Word Processing (806)	3		\$19.38		\$58.14	
	Clerical (805 to 807)	4		\$23.39		\$93.56	
	TOTAL DSC	108					\$4,788.86

OVERHEAD COST (OH COST - including salary additives):

OH Rate of 1.6711 x DSC 1.6711 x \$4,788.86 = \$8,002.66

FIXED FEE (FF):

FF Rate of 0.30 x (DSC) 0.3 x \$4,788.86 = \$1,436.66

REIMBURSABLES:

Field Expenses (mileage, equipment, etc.) \$81.00
 Subcontract Expenses (driller, traffic, lab) (0% mark-up) \$5,082.00
TOTAL REIMBURSABLES = **\$5,163.00**

TOTAL **\$19,391.18**

Exhibit G-3

Subconsultant Overhead Cost

West Valley Highway

Improvements

**AMEC Environmental &
Infrastructure, Inc.**



June 17, 2014

TO: Erik Jonson, WSDOT Contracts Administrator
MS 47323

FROM: Martha Roach, Agreement Compliance Audit Manager 

SUBJECT: AMEC Environment & Infrastructure, Inc.'s Indirect Cost Rate
for fiscal year end December 31, 2013.

The Georgia Department of Transportation (GDOT) has concluded their cognizant review of AMEC Environment & Infrastructure, Inc. for the above referenced fiscal year. GDOT is the Cognizant State for AMEC Environment & Infrastructure, Inc. As such GDOT has performed its cognizant review and accepted the audit performed by Sellers, Richardson, Holman & West, LLP. GDOT provided us a copy of the acceptance letter along with the CPA audit report.

Based on GDOT's acceptance of AMEC Environment & Infrastructure, Inc.'s Indirect Cost Rate, we are issuing this letter establishing AMEC Environment & Infrastructure, Inc.'s rates for the fiscal year ending December 31, 2013 at:

Home Office/Corporate: 167.11%
Field/Project Office: 144.99%

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

If you have any questions, feel free to call me at (360) 705-7006 or via email at roachma@wsdot.wa.gov

MR:bs

Attachment

cc: Steve McKerney
File

Keith Golden, P.E., Commissioner



GEORGIA DEPARTMENT OF TRANSPORTATION

One Georgia Center, 600 West Peachtree Street, NW
Atlanta, Georgia 30308
Telephone: (404) 631-1000

June 12, 2014

Thomas J. Logan, P.E., President
AMEC Environment & Infrastructure, Inc.
1105 Lakewood Parkway, Suite 300
Atlanta, Georgia 30009

Dear Mr. Thomas J. Logan:

We have performed a cognizant review of the audit, and supporting workpapers, of the Indirect Cost Rates of AMEC Environment & Infrastructure, Inc. for the year ended **December 31, 2013** in accordance with our role as Cognizant Agency as defined in 23 U.S.C. 112(b)(2)(c) and 23 CFR 172.3 and 172.7. The audit was performed by the independent CPA firm of Sellers Richardson Holman & West, LLP. The CPA represented that the audit was conducted in accordance with Government Auditing Standards as promulgated by the Comptroller General of the United States of America, and the audit was designed to determine that the indirect cost rates were established in accordance with Cost Principles contained in the Federal Acquisition Regulation, 48 CFR Part 31. We performed our cognizant review in accordance with the AASHTO *Review Program for CPA Audits of Consulting Engineer's Indirect Cost Rates*.

In connection with our cognizant review, nothing came to our attention that caused us to believe that the audit, and supporting workpapers for the Statement of Direct Labor, Fringe Benefits and General Overhead, and the related Auditor's Report, did not conform in all material respects to the aforementioned regulations and auditing standards.

We recommend acceptance of the following rates:

Home office/Corporate: **167.11%**
Field/Project Office: **144.99%**

For all years that work is performed under cost-plus fee contracts with the Georgia Department of Transportation, you are required to submit an indirect cost (overhead) audit report prepared in accordance with the Federal Acquisition Regulations, Subpart 31.2, prepared by an independent Certified Public Accounting (CPA) firm or cognizant agency.

If you have questions or concerns, please don't hesitate to contact William Jones, Jr., Audit Program Manager, at (404) 347-0314 or wjones@dot.ga.gov.

Sincerely,

A handwritten signature in black ink, appearing to read "Josh Nix".

Josh Nix, CPA
Transportation Accounts Administrator
Office of Audits

FHWA Order 4470.1A
Appendix A. Example Contractor Cost Certification

Certification of Final Indirect Costs

Firm Name: AMEC Environment & Infrastructure, Inc.

Indirect Cost Rate Proposal: 167.11% Home Office – 144.99% Field

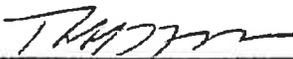
Date of Proposal Preparation (mm/dd/yyyy): 05/16/2014

Fiscal Period Covered (mm/dd/yyyy to mm/dd/yyyy): 01/01/2013 to 12/31/2013
(Fiscal Year 2013)

I, the undersigned, certify that I have reviewed the proposal to establish final indirect cost rates for the fiscal period as specified above and to the best of my knowledge and belief:

- 1.) All costs included in this proposal to establish final indirect cost rates are allowable in accordance with the cost principles of the Federal Acquisition Regulations (FAR) of title 48, Code of Federal Regulations (CFR), part 31.*
- 2.) This proposal does not include any costs which are expressly unallowable under the cost principles of the FAR of 48 CFR 31.*

All known material transactions or event that have occurred affecting the firm's ownership, organization and indirect cost rates have been disclosed.

Signature: 

Name of Certifying Official (Print): Robert J. Feighery

Title: Vice President, Contracts & Compliance

Date of Certification (mm/dd/yyyy): 05/19/2014

COMPANY CONFIDENTIAL

Exhibit G

Subcontracted work

West Valley Highway Improvements

THERESA R. DUSEK

THERESA R. DUSEK

Assessment, Management and Regulatory Permitting

3910 North Defiance
Tacoma, WA, 98407
(253) 861-3355

July 7, 2014

Attn: Lisa Klein
AHBL, Inc.
2215 North 30th Street, Suite 300
Tacoma, Washington 98406
Email: lklein@ahbl.com

RE: South portion of West Valley Highway Improvements Project from County Line Road to South 8th Street

Dear Lisa,

In response to your request, Theresa R. Dusek, is pleased to submit this scope of services and cost estimate for services supporting Extension of the West Valley Highway Improvements project from County Line Road to South 8th Street in Pacific, Washington. We originally provided a proposal dated August 1, 2013 for a portion of the project between County Line Road and 1st Avenue West. The project currently has been extended to the south but the south project will be documented in separate reports and SEPA/NEPA review. This work is required since wetlands, a stream (Jovita Creek) and ditches are present within 100 feet of the proposed road improvements and the slope west of the site is designated as a biodiversity corridor by the Washington State Department of Fish and Wildlife (WDFW). Based upon review of the project site wetlands, the stream and ditches are not expected to be avoided to construct the proposed project. The overall approach for the project through SEPA/NEPA follows.

We will flag and survey the wetlands, stream and top of bank of existing ditches within 100 feet of existing road right-of-way. Our findings will be documented in a critical areas report that covers what will be known as the South portion of the West Valley Highway Improvements project for wetlands and fish and wildlife habitats. The report will meet federal, state and local requirements and determines code required wetland ratings and buffers. You will be responsible for acquiring permission to access properties outside the existing right-of-way. Upon your approval the complete critical areas report would be submitted to the U.S. Army Corps of Engineers (Corps) to acquire an Approved Jurisdictional Determination (JD) that officially confirms the precise boundaries of the wetlands and ditches that will be regulated. We will assist you in completing Parts 4 and 5 of the NEPA Environmental Classification Summary. Note the Environmental Classification Summary requires supporting documents including, critical areas report and mitigation report and plans.

I understand that AHBL will be leading the environmental permit process and requires my expertise with the U.S. Army Corps Section 404, Department of Ecology Section 401 permit processes and the Washington State Department of Fish and Wildlife (WDFW) for Hydraulic Project Approval (HPA). AHBL will complete engineering design, SEPA/NEPA and City of Pacific requirements. All documents will be prepared and provided to you for review and approval prior to your submittal to the regulatory agencies.

The following scope of work and cost estimates are proposed.

1. **Critical Areas Report:** Review of documents provided by you, completion of a site visit to collect detailed site data regarding fish and wildlife habitat, ditches, and flag data test plot and wetland boundary locations for the area south of County Line Road. This will be accomplished using field procedures consistent with the *Corps of Engineers Wetlands Delineation Manual and Supplement*. A sketch showing the number and approximate location of the data test plots and wetland boundary flag locations will be provided to your surveyors upon completion of our field work. The surveyors will provide us with a map of the surveyed wetland boundary flags and plots for our review. Upon completion of the final map the surveyors will need to provide us with an electronic 8.5- by 11-inch pdf map for use and incorporation into our report. A report for the South portion of the West Valley Highway Improvement project will be provided documenting site conditions, wetland classifications, wetland rating, and a brief description of the code required standard wetland buffers. The report will be appropriate for permit acquisition. **Fee: Hourly Rate of \$100 (Estimate \$3,500).**
2. **Approved Jurisdictional Determination:** Complete the approved jurisdictional wetland determination process with the Corps. We would work as your representative to (a) provide information gathered in the wetland delineation to the Corps and (b) schedule and attend the onsite meeting with the Corps. A letter summarizing the site meeting with the Corps will be provided to you. In addition, the Corps will provide a written, approved, jurisdiction wetland determination that should be valid for five years. This task could be eliminated if it is agreed that all wetlands and ditches will be regulated. The risk is wetland boundaries will not be verified by the Corps prior to completing mitigation plans. **Fee: Hourly Rate of \$100 (Estimate \$1,500).**
3. **Preliminary Mitigation Report and Plans:** A preliminary mitigation report and plans will be provided that meet applicable requirements for federal, state and local agencies. Impacts to wetland are anticipated for this task to be less than 0.5 acres. Impacts greater than 0.5 acres may require an alternatives analysis which is not included in this scope. The mitigation plan will be based upon engineering design plans (more than one modification to the engineering design plans may exceed the estimated fee), data collected during a site visit to determine existing site conditions and what mitigation measures are appropriate for this specific project. The mitigation report and plans will include a statement explaining how avoidance and minimization of impacts were achieved on the project site based upon options discussed and implemented by the project engineer. The mitigation report will include a discussion regarding the functions of the impacted systems and mitigation. Plan sheets including site plans, grading plans, planting plans and planting specifications for the mitigation plan will be coordinated with Theresa Dusek but prepared by AHBL. A monitoring plan that outlines performance standards and success criteria of the mitigation area is included in the mitigation document. **Fee: Hourly Rate of \$100 (Estimate \$3,500).**
4. **Final Mitigation Planning:** Changes to the preliminary mitigation plan will be limited to those related to comments received from federal, state and local agencies after the plan has been submitted, and will be at an additional cost based on time and expenses. Every effort will be made to minimize these costs. This scope of work allows 5 hours. You will be informed in writing if we have reached this estimate and a new estimate will be prepared based on the project status. **Fee: Hourly Rate of \$100 (Estimate \$1,000).**

5. **Parts 4 and 5 of the NEPA Environmental Classification Summary:** Assist you with completing Parts 4 and 5 of the NEPA Environmental Classification Summary regarding biological critical areas. I anticipate 5 hours of time. You will be informed in writing if we have reached this estimate and a new estimate will be prepared based on the project status. **Fee: Hourly Rate of \$100 (Estimate \$1,000).**

6. **Project Coordination:** It is anticipate that coordination with you may be needed throughout the project. Coordination will need to be requested by you and includes meetings, assistance with comments on permit applications, and questions related to biological critical areas and their regulation. I anticipate 5 hours of time. You will be informed in writing if we have reached this estimate and a new estimate will be prepared based on the project status. **Fee: Hourly Rate of \$100 (Estimate \$500).**

Reimbursable Expenses: All reimbursable expenses will be in addition to the proposed contract fees as outlined above. **The expense estimate is \$100 and includes mileage and copies.**

The Professional Services Agreement is described in the attachment which is considered an integral part of our proposal. Our report will be prepared on behalf of and for the exclusive use of you and your representatives. Please sign this proposal and returning to us. If you have any questions or would like to discuss this proposal in further detail, please feel free to contact me. This proposal will be valid if executed within 90 days of the date of this letter. We appreciate the opportunity to provide our services to your company and look forward to working with you on this project.

If you have further questions my cell number is 1-253-861-3355.

Sincerely,

THERESA R. DUSEK



Theresa R. Dusek
Natural Resource Ecologist

Enclosures: Agreement for Professional Services FY-12 (7/12)

I accept the above conditions and authorize the work to proceed.

By _____ Signature _____
(print)

_____ Date _____
Organization

Exhibit G-1

Subconsultant Fee

West Valley Highway Improvements

THERESA R. DUSEK

THERESA DUSEK IS SUBMITTING UNDER SAFE HARBOR GUIDELINES.

THIS EXHIBIT ASSUMES A DIRECT LABOR RATE AND THE 110% SAFE HARBOR ICR RATE AND WILL BE UPDATED WHEN APPROVED.

Exhibit G -1
Subconsultant Fee Determination Summary Sheet
(mandatory when Subconsultants are utilized)

Project: West Valley Highway - Pierce County Segment

Subconsultant: Theresa Dusek

Direct Salary Cost (DSC)

Classification	Man Hours		Direct Labor Rate		Cost
Principal	110	X	\$ 41.75		\$ 4,592.50
		X			<u>\$ -</u>
				TOTA DSC	\$ 4,592.50

Overhead (OH Cost -- including Salary Additives)

OH Rate X DSC of 110.00% X \$ 4,592.50 = \$ 5,051.75

Fixed Fee (FF)

FF Rate x DSC of 30.0% X \$ 4,592.50 = \$ 1,377.75

Reimbursable

Mileage 50 miles at 0.565 \$ 28.25

Reproductions/copies \$ 71.75

Total Reimbursables = \$ 100.00

Subconsultant Total **\$ 11,122.00**

Grand Total **\$ 11,122.00**

Exhibit G-3

Subconsultant Overhead Cost

West Valley Highway

Improvements

THERESA R. DUSEK

THERESA DUSEK IS SUBMITTING UNDER SAFE HARBOR GUIDELINES.

THERE IS APPROXIMATELY A 30 DAY TURN AROUND TIME WITH WSDOT

TO GET A NEW RATE APPROVED. WE ANTICIPATE AN APPROVED RATE
TO BE AVAILABLE BY AUGUST 15, 2014.

Exhibit G

Subcontracted work

West Valley Highway Improvements

Transpo Group, Inc.

EXHIBIT A

Scope of Work

Client Name:	AHBL		
Project Name:	West Valley Highway Reconstruction (County Line Rd. to Jovita Blvd)		
Exhibit Dated:	June 13, 2014	TG:	13172.PR

Scope of Services

Transpo Group will provide transportation engineering services as a subconsultant to AHBL. Transpo will perform a traffic study to inventory and evaluate traffic safety, traffic volumes, vehicle speeds, and vehicle classifications. Transpo will support AHBL in developing roadway alternatives to address the identified needs as part of the reconstruction effort.

Traffic Study

Data Collection. Assemble all available study maps, plans and relevant transportation data from the City. Collect 24-hour speed and classification data at two locations along the corridor. Data will be collected for one entire week, and will include direction of travel, day of the week, and time of day in one hour increments. Speed data will be collected in 5 mph increments by vehicle type. Vehicle types will be identified by standard Federal Highway Administration (FHWA) vehicle classifications.

Field Visit. Perform a field visit to walk the corridor and inventory the traffic control features, signage, and striping. In addition, physical and geometric information about the corridor will be inventoried to assist in identifying whether reduced speed limits or vehicle weight restrictions could be justified.

Assessment of Existing and Future Conditions. Review and summarize the existing traffic volumes, speed, and classification data collected for the corridor. Assemble and summarize historical collision data for the corridor, and identify trends and issues to be addressed. Information that will be summarized includes:

- Speed data
- Daily traffic volumes
- Vehicle classification data
- Intersection turning movements for AM and PM peak hour conditions
- Collision history

The speed data will be summarized to provide the average, peak, and 85th percentile speeds by hour of day. Vehicle classification data will be summarized by FHWA vehicle type by hour of the day. The summary will also include average speeds by type of vehicle and an estimate of the total tonnage the corridor typically serves on an average weekday.

Based on the assessment of existing conditions, design year travel forecasts will be determined based on historical growth rates observed in the area, along with the likelihood for potential development consistent with the City's land use plan.

Development of Improvement Strategies. Based on the findings of the traffic study, potential improvement strategies will be identified. Each will be reviewed to determine whether they should be incorporated into the preliminary design. A draft technical memorandum will be prepared documenting the traffic data collected, the findings, and the resulting strategies and recommended improvements. Items to

be considered when developing the improvement strategies could include speed limit modifications, signage, traffic control, channelization, traffic calming, or other similar design measures. Potential improvement concepts will be presented and reviewed with the project team and City staff, resulting in the identification of a preferred course of action. Following discussions with the team and City staff, the technical memorandum will be finalized.

Consultant Deliverables:

- Updated traffic data including daily traffic volumes, peak hour turning movements, speeds, and vehicle classification counts.
- Summary of collision data.
- Travel forecasts for a 2035 horizon year.
- Matrix or graphics highlighting potential improvements.
- Draft and final technical memorandum summarizing the traffic study and improvement strategies (PDF electronic copy only)

Exhibit G-1

Subconsultant Fee

West Valley Highway Improvements

Transpo Group, Inc.

Exhibit G -1
Subconsultant Fee Determination Summary Sheet
(mandatory when Subconsultants are utilized)

Project: West Valley Highway - Pierce County Segment
Subconsultant: Transpo Group

Direct Salary Cost (DSC)

Classification	Man Hours		Direct Labor Rate		Cost
Principal	4	X	\$ 58.05		\$ 232.20
Senior Engineer I	2	X	\$ 44.88		\$ 89.76
Engineer III	8	X	\$ 32.07		\$ 256.56
Engineer I	16	X	\$ 27.84		\$ 445.44
Project Admin III	2	X	\$ 36.55		\$ 73.10
				TOTA DSC	<u>\$ 1,097.06</u>

Overhead (OH Cost -- including Salary Additives)

$$\text{OH Rate X DSC of } \underline{195.75\%} \text{ X } \$ 1,097.06 = \$ 2,147.49$$

Fixed Fee (FF)

$$\text{FF Rate x DSC of } \underline{30.0\%} \text{ X } \$ 1,097.06 = \$ 329.12$$

Reimbursable

collision data	0	35	\$ -
traffic counts	2	625	\$ 1,250.00
mileage	0	0.565	<u>\$ -</u>

$$\text{Total Reimbursables} = \$ 1,250.00$$

Subconsultant Total \$ 4,823.67

Grand Total \$ 4,823.67

Exhibit G-3

Subconsultant Overhead Cost

West Valley Highway

Improvements

Transpo Group, Inc.



**Washington State
Department of Transportation**

Lynn Peterson
Secretary of Transportation

Transportation Building
310 Maple Park Avenue S.E.
P.O. Box 47300
Olympia, WA 98504-7300
360-705-7000
TTY: 1-800-833-6388
www.wsdot.wa.gov

June 13, 2014

Transpo Group
11730 - 118th Avenue NE, Suite 600
Kirkland, WA 98034

Subject: Indirect Cost Rates (ICR) FYE 2013

Dear Mr. Jon Pascal:

Transmitted herewith is the WSDOT Audit Office's memo of acceptance of your firm's FYE ICR 2013. This approval is good until 180 days following your firm's FYE 2014 closing date and is good for all WSDOT agreements including Local Agency contracts. If you have questions regarding this approval, please contact me at 360-705-7106.

Sincerely,

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

Erik Jonson
Manager, Consultant Services Office

EKJ:kal



June 12, 2014

TO: Erik Jonson, WSDOT Contract Administrator

FROM: Martha Roach, Agreement Compliance Audit Manager 

SUBJECT: Transpo Group Indirect Cost Rate
for fiscal year end December 31, 2013

We have accepted the Indirect Cost Rate proposed by Transpo Group for fye 12-31-13 based on our risk assessment.

We did not complete a review of this firm's Indirect Cost Rate schedule, and this rate is still subject to audit.

Based on our risk assessment we are issuing this memo establishing Transpo Group's Indirect Cost Rate for fiscal year ending December 31, 2013, at 195.75% of direct labor.

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

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

Transpo Group will need to have an in depth review next year (fye 2014), and should provide a FAR compliant Indirect Cost Rate for that purpose.

If you have any questions, feel free to call me at (360) 705-7006 or via email at roachma@wsdot.wa.gov.

Cc: Steve McKerney
File

Exhibit G

Subcontracted work

West Valley Highway Improvements

**Cultural Resource
Consultants, Inc.**



Cultural Resource Consultants, Inc.

Project Scope and Fee Agreement

Client Information

Company	Phone	Fax	website
AHBL, Inc.	253-383-2422	fax: 253-383-2572	
Mailing Address	City	State	Zip
2215 North 30th Street, Suite 300	Tacoma	WA	98403-3350

Project Manager Information

Name	Direct Line	Cell	Email
Lisa Klein	253-383-2422		lklein@ahbl.com

Project Information

Project Title	Client Project Number	CRC Project Number		
West Valley Highway, Pacific		1405E		
Project Location	City			
West Valley Highway, between the County Line Rd & 8th St E (Jovita Blvd E)	Pacific			
Section	Township	Range	County	Total Project Area
0	0	0	Pierce	1/2 linear mile

Project Schedule

Anticipated Completion Date:

May - August 2014 CRC anticipates completion of field investigation within 30 days of receipt of APE and APE concurrence letters. A final report will be submitted within 30 days of fieldwork completion.

Project Description

AHBL, Inc., on behalf of the City of Pacific, is requesting a cultural resources assessment prior roadway improvements on the West Valley Highway project in Pacific. Phase II of the West Valley Highway project in Pacific is between the County Line Road and 8th Street E (Jovita Blvd E), approximately 1/2 mile in length and approximately 100' on either side of the right-of-way. No structures will be removed during this roadway improvements project. APE correspondence, including SHPO concurrence letter, will be received prior to the start of this project.

Project Assumptions

- * This scope and budget is based upon information provided on 13 May 2014. Any changes may require a change in budget to accommodate updating project information not received prior to the start of this project.
- * This scope assumes that no more than one unrecorded archaeological site or one unrecorded historic site will be identified within the project area. It would be necessary to adjust the budget if additional sites are found. This budget was prepared with the assumption that no more than twenty (20) shovel test probes would be excavated. If extensive archaeological deposits are encountered or if additional shovel test probes are warranted within the project area it may be necessary to modify this agreement to accommodate additional investigations for purposes of site identification.
- * This scope does not include additional services for impact mitigation regarding archaeological or historic sites.
- * This scope assumes that no meetings with clients and/or stakeholders will be required.
- * This scope assumes that project proponents can provide immediate Right Of Entry to CRC so the project may be completed within the stated project schedule.
- * This scope assumes that all relevant project information, prior reports including geotechnical reports, design plans and project maps will be provided with the signed Agreement so that CRC may begin this project immediately upon receipt of signed agreement.
- * If human remains are found within the project area, all CRC field investigations will cease immediately, proper authorities will be notified and CRC will not resume field investigations until applicable state laws are addressed.
- * This budget assumes the client will provide utility locator services, per Washington State Law (RCW 19.122), prior to CRC field investigations.
- * CRC assumes our report will be submitted to DAHP (cover page provided; however, the client should include their own cover letter requesting review) within 15 days of receipt of said report for review. CRC cannot be held liable for reports prepared but not submitted to DAHP in a timely manner. Additional fees may apply for additional services required as part of DAHP's review process for reports submitted after 15 days of receipt.

* No cultural resources study can wholly eliminate uncertainty regarding the potential for prehistoric sites, historic properties or traditional cultural properties to be associated with a project. The information we will present within our reports is based on our years of experience and professional opinions derived from the analysis and interpretation of the documents, records, literature, and information we are able to identify and use within our report, and during our field investigation and observations to be conducted in the process of preparing our technical report. The conclusions and recommendations we present will apply to the project conditions existing at the time of our study and those reasonably foreseeable.

Project Deliverables

CRC will provide the following project components as part of this cultural resources assessment.

Task 1 - Background Research

CRC will conduct a search of site files recorded at Washington Department of Archaeology and Historic Preservation (DAHP); review of relevant correspondence between the project proponent, stakeholders and DAHP; and, review of pertinent environmental, archaeological, ethnographic and historical information appropriate to the project area.

Task 2 - Tribal Contact

CRC will contact the cultural resources staff of tribes that may have an interest in the project area.

Task 3 - Field Identification

CRC will provide a field investigation of the project location for identification of archaeological and historical resources and, if necessary, excavation of shovel test probes or other exploratory excavations in environments that might contain buried archaeological deposits. Field methods will be consistent with DAHP guidelines.

Task 4 - Documentation of Findings

CRC will document and record archaeological and historic sites within the project area, including preparation of Washington State archaeological and/or historic site(s) forms. Documentation will be consistent with DAHP standards.

Task 5 - Cultural Resources Assessment Report

CRC will prepare a technical memo describing background research, field methods, results of investigations, and management recommendations. The report will provide supporting documentation of findings, including maps and photographs, and will conform to DAHP reporting standards. Report and support materials will be provided electronically and on a CD.

Exhibit G-1

Subconsultant Fee

West Valley Highway Improvements

**Cultural Resource
Consultants, Inc.**

Exhibit G -1
Subconsultant Fee Determination Summary Sheet
(mandatory when Subconsultants are utilized)

Project: West Valley highway Pierce County Segment

Subconsultant: Cultural Resources Consultants

Direct Salary Cost (DSC)

Classification	Man Hours		Direct Labor Rate		Cost
TASK 1					
Principal Investigator	3	X	\$ 63.88		\$ 191.64
Project Archaeologist I	34	X	\$ 34.70		\$ 1,179.80
Office Manager	3	X	\$ 31.94		\$ 95.82

TOTA DSC \$ 1,467.26

Overhead (OH Cost -- including Salary Additives)

OH Rate X DSC of 95.0% X \$ 1,467.26 = \$ 1,393.90

Fixed Fee (FF)

FF Rate x DSC of 30.0% X \$ 1,467.26 = \$ 440.18

Reimbursable

Photo & Graphic Supplies \$ 15.00
Mileage \$ 55.39

Total Reimbursables = \$ 70.39

Subconsultant Total \$ 3,371.73

Grand Total \$ 3,371.73

Exhibit G-3
Subconsultant Overhead Cost
West Valley Highway
Improvements

Cultural Resource
Consultants, Inc.



**Washington State
Department of Transportation**

Lynn Peterson
Secretary of Transportation

Transportation Building
310 Maple Park Avenue S.E.
P.O. Box 47300
Olympia, WA 98504-7300
360-705-7000
TTY: 1-800-833-6388
www.wsdot.wa.gov

July 1, 2014

Cultural Resource Consultants, Inc.
P.O. Box 10668
Bainbridge Island, WA 98110

Subject: Cultural Resource Consultants, Inc. - Indirect Cost Rate

Dear: Ms. Teresa Peterson:

We have accepted the Indirect Cost Rate (ICR) of 95% for your firm. This ICR shall be good until 180 days following your FYE14 closing date. This rate will be applicable to all WSDOT agreements including Local Agency contracts.

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

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

If you have any questions, feel free to call me at (360) 705-7106 or via email consultantrates@wsdot.wa.gov.

Regards;

ERIK K. JONSON
Manager, Consultant Services Office

EKJ

Cultural Resource Consultants, Inc.
 Indirect Cost Rate Schedule
 For the Year Ended 31 December 2013

Description	Statement
Direct Labor	\$ 318,738
Indirect Costs:	
Fringe Benefits	
Vacation Pay	\$ 42,834
Sick Pay	\$ 2,156
Holiday Pay	\$ 18,751
Payroll Taxes	\$ 33,758
Health Insurance	\$ 47,804
Workers' Comp. Insurance	\$ 4,532
Profit Sharing (401-k)	\$ 12,405
Unemployment Taxes	\$ 6,976
Employee Recognition	\$ 62
Total Fringe Benefits	\$ 169,278
General Overhead	
Indirect Labor	\$ 63,042
Rent	\$ 9,463
Maintenance & Repairs	\$ -
Automobile	\$ 9,536
Travel - Meals	\$ 2,132
Insurance	\$ 13,615
Telephone	\$ 7,067
Equipment, Library, Lab & Field	\$ 1,781
Taxes & Licenses	\$ 13,391
Depreciation & Amortization	\$ 44
Dues & Subscriptions	\$ 513
Employee Train/Recruit/Moving	\$ 59
Advertising	\$ -
Professional Fees	\$ 1,320
Postage & Delivery	\$ 780
Bank Service Charges	\$ 221
Interest	\$ 9,006
Computer	\$ 645
Supplies & Miscellaneous	\$ 3,265
Total General Overhead	\$ 135,880
Total Indirect Costs & Overhead	\$ 305,158
Indirect Cost Rate (Less FCC)	\$ 0.95
Facilities Cost of Capital	\$ 305,158
Indirect Cost Rate (Includes FCC)	

Exhibit H Title VI Assurances

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

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

6. Incorporation of Provisions: The CONSULTANT shall include the provisions of paragraphs (1) through (5) in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the REGULATIONS, or directives issued pursuant thereto. The CONSULTANT shall take such action with respect to any sub-consultant or procurement as the AGENCY, STATE or FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance.

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

Exhibit I
Payment Upon Termination of Agreement
By the Agency Other Than for
Fault of the Consultant

(Refer to Agreement, Section IX)

Lump Sum Contracts

A final payment shall be made to the CONSULTANT which when added to any payments previously made shall total the same percentage of the Lump Sum Amount as the work completed at the time of termination is to the total work required for the PROJECT. In addition, the CONSULTANT shall be paid for any authorized extra work completed.

Cost Plus Fixed Fee Contracts

A final payment shall be made to the CONSULTANT which when added to any payments previously made, shall total the actual costs plus the same percentage of the fixed fee as the work completed at the time of termination is to the total work required for the Project. In addition, the CONSULTANT shall be paid for any authorized extra work completed.

Specific Rates of Pay Contracts

A final payment shall be made to the CONSULTANT for actual hours charged at the time of termination of this AGREEMENT plus any direct nonsalary costs incurred at the time of termination of this AGREEMENT.

Cost Per Unit of Work Contracts

A final payment shall be made to the CONSULTANT for actual units of work completed at the time of termination of this AGREEMENT.

Exhibit J

Alleged Consultant Design Error Procedures

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

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

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

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

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

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

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

Step 4 – Attempt to Resolve Alleged Design Error with Consultant

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

- It is determined via mutual agreement that there is not a consultant design error(s). If this is the case, then the process will not proceed beyond this point.
- It is determined via mutual agreement that a consultant design error(s) occurred. If this is the case, then the Director of Public Works or Agency Engineer, or their representatives, negotiate a settlement with the consultant. The settlement would be paid to the agency or the amount would be reduced from the consultant's agreement with the agency for the services on the project in which the design error took place. The agency is to provide H&LP, through the Region

Local Programs Engineer, a summary of the settlement for review and to make adjustments, if any, as to how the settlement affects federal reimbursements. No further action is required.

- There is not a mutual agreement regarding the alleged consultant design error(s). The consultant may request that the alleged design error(s) issue be forwarded to the Director of Public Works or Agency Engineer for review. If the Director of Public Works or Agency Engineer, after review with their legal counsel, is not able to reach mutual agreement with the consultant, proceed to Step 5.

Step 5 – Forward Documents to Highways and Local Programs

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

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

Exhibit K

Consultant Claim Procedures

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

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

Step 1 – Consultant Files a Claim with the Agency Project Manager

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

The consultant's claim must outline the following:

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

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

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

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

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

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

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

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

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

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

Step 5 – Informing Consultant of Decision Regarding the Claim

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

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

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

Exhibit M-1(a)
Certification Of Consultant

Project No. _____

Local Agency _____

I hereby certify that I am Sean Comfort and duly authorized representative of the firm of AHBL, Inc. whose address is 2215 North 30th Street, Suite #300, Tacoma, WA 98403 and that neither I nor the above firm I here represent has:

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

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

July 14, 2014

Date

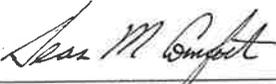

Signature

Exhibit M-1(b)
Certification Of Agency Official

I hereby certify that I am the AGENCY Official of the Local Agency of City of Pacific, Washington, and that the consulting firm or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this AGREEMENT to:

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

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

_____ Date

_____ Signature

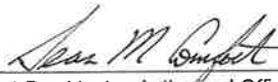
Exhibit M-2
Certification Regarding Debarment, Suspension, and Other Responsibility
Matters-Primary Covered Transactions

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

Consultant (Firm): AHBL, Inc.

July 14, 2014

(Date)



(Signature) President or Authorized Official of Consultant

Exhibit M-3
Certification Regarding The Restrictions
of The use of Federal Funds for Lobbying

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

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

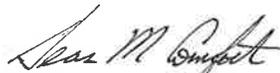
This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

Consultant (Firm): AHBL, Inc.

July 14, 2014

(Date)



(Signature) President or Authorized Official of Consultant

Exhibit M-4
Certificate of Current Cost or Pricing Data

This is to certify that, to the best of my knowledge and belief, the cost or pricing data (as defined in section 15.401 of the Federal Acquisition Regulation (FAR) and required under FAR subsection 15.403-4) submitted, either actually or by specific identification in writing, to the contracting officer or to the contracting officer's representative in support of West Valley High - Pierce County Segment * are accurate, complete, and current as of July 14, 2014 **. This certification includes the cost or pricing data supporting any advance agreements and forward pricing rate agreements between the offeror and the Government that are part of the proposal.

Firm AHBL, Inc.
Name Sean Comfort, Principal AHBL, Inc.
Title Principal
Date of Execution*** July 14, 2014

- * Identify the proposal, quotation, request for price adjustment, or other submission involved, giving the appropriate identifying number (e.g., RFP No.).
- ** Insert the day, month, and year when price negotiations were concluded and price agreement was reached.
- *** Insert the day, month, and year of signing, which should be as close as practicable to the date when the price negotiations were concluded and the contract price was agreed to.



AGENDA BILL NO. 2014-128

TO: Mayor Guier and City Council Members
FROM: Public Works
MEETING DATE: July 14, 2014
SUBJECT: **DISCUSSION:** Stewart and Valentine – Melcher Site Clean-up Contract Amendment

ATTACHMENTS: Resolution No. 2014-189
Amendment No. 1

Previous Council Review Date:

Summary: The attached Resolution provides approval of expenditures with Robinson Noble, Inc. for additional professional services for the investigation and monitoring of groundwater at Stewart Road and Valentine Avenue. The Pacific City Council previously authorized by Resolution a professional services agreement between the City of Pacific and Robinson Noble, Inc. for professional services the investigation and monitoring of groundwater at the former Melcher deli site. The project has begun, but an additional tank was discovered. The tank and associated contaminated soils have been removed expending some of the existing budget.

Recommendation/Action: Staff recommends Council approve Resolution No. 2014-189.

Motion for Consideration: Move to approve Resolution No. 2014-189, A RESOLUTION OF THE CITY OF PACIFIC, WASHINGTON, AUTHORIZING EXECUTION OF AMENDMENT NO. 1 TO A CONTRACT WITH ROBINSON NOBLE FOR ADDITIONAL PROFESSIONAL SERVICES ASSOCIATED WITH GROUNDWATER INVESTIGATION AND MONITORING AT STEWART ROAD AND VALENTINE AVENUE.

Budget Impact: If accepted by City Council, the additional cost of the services is \$27,987.46 for total contract of \$75,400.96. After project completion and staff would apply for reimbursement of a portion of the total contract amount of site clean-up from the department of Ecology.

Alternatives: None recommended.

CITY OF PACIFIC
WASHINGTON

RESOLUTION NO. 2014-189

A RESOLUTION OF THE CITY OF PACIFIC, WASHINGTON, AUTHORIZING EXECUTION OF AMENDMENT NO. 1 TO A CONTRACT WITH ROBINSON NOBLE FOR ADDITIONAL PROFESSIONAL SERVICES ASSOCIATED WITH GROUNDWATER INVESTIGATION AND MONITORING AT STEWART ROAD AND VALENTINE AVENUE.

WHEREAS the City Council, by Resolution No 2014-133 approved a contract with Robinson Noble for investigation and monitoring of groundwater at the intersection of Stewart Road and Valentine Avenue; and

WHEREAS Robinson Noble and their sub-contractors began the services to be performed and discovered an additional buried fuel tank and additional contaminated soil; and

WHEREAS the site soils and groundwater need to be cleaned up, as required by State law; and

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

Section 1, The Pacific City Council hereby authorizes the execution of Amendment No.1 to the contract authorized by Resolution No 2014-133 between the City of Pacific and Robinson Noble for investigation and monitoring of groundwater at the intersection of Stewart Road and Valentine Avenue for additional fees of \$27,987.46 for a total contract amount of \$75,400,96.

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

CITY OF PACIFIC

LEANNE GUIER, MAYOR

ATTEST/AUTHENTICATED:

AMY STEVENSON-NESS, CITY CLERK

APPROVED AS TO FORM:

CAROL MORRIS, CITY ATTORNEY



**ROBINSON
NOBLE**

**AMENDMENT FOR
PROFESSIONAL SERVICES AGREEMENT**



ORIGINAL PSA DATE: 4/11/2014

AMENDMENT NO. 1

PROJECT: 8th & Valentine Groundwater Investigation and Monitoring

OWNER: City of Pacific

The following changes are hereby made to the Professional Services Agreement:

NATURE OF CHANGE:

Attached letter is Exhibit C to the professional services agreement.

CHANGE TO (Section 1 and 5) of CONTRACT:

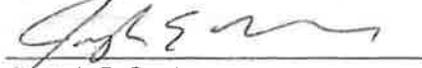
Sections 1 and 5 are amended to read as follows:

1. **Project and Relationship of the Parties:** Client engages Consultant to perform the professional services as described in the scope of work attached as Exhibits A and C and herein referred to as the "Project."
Remainder of Section 1 shall remain unchanged.
5. **Payment:** Consultant will perform the services specified in Exhibits A and C for an estimated cost of Seventy-five Thousand Four Hundred and One Dollars (\$75,401). This includes the amounts billed and paid to date.
Remainder of Section 5 shall remain unchanged.

AGREEMENT:

This Amendment, when executed by the parties to the Professional Services Agreement, amends the Professional Services Agreement and, as so amended, all terms and conditions of the Professional Services Agreement remain unchanged and in full force and effect. Payment and time extensions provided for in this Amendment are full and complete compensation to Robinson Noble for the change(s) to the work, modified work, direct or indirect impact on Robinson Noble schedule, and for any equitable adjustments or time extension existing at the time of the execution of this Amendment pursuant to the Professional Services Agreement between Robinson Noble and the Owner. The changes included in the Amendment are to be accomplished in accordance with the terms, stipulations and conditions of the original Professional Services Agreement as though included therein.

Consultant: Robinson Noble, Inc.

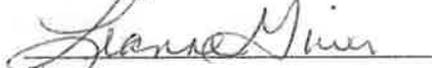


Joseph E. Becker

President

Date: 7/2/14

Client: City of Pacific



Signer

Title: MAYOR

Date: 6-30-14



ROBINSON
NOBLE

June 20, 2014

James Morgan, PE
City of Pacific
100 3rd Avenue SE
Pacific, WA 98047

Subject: Budget status for the 8th Street East and Valentine Avenue Project (Exhibit C)

Dear Mr. Morgan,

Robinson Noble, Inc. would like to take this opportunity to update the City of Pacific (City) on the budget status of the 8th Street East and Valentine Avenue underground storage tank (UST) project. The project was scoped as a follow-up investigation to the original tank removal performed in 2010. At that time, an approximately 500-gallon gasoline UST (Tank 1) and approximately 97 tons of petroleum contaminated soil (PCS) were removed from the site. Figure 1 (attached) shows the approximate location of Tank 1 and excavation boundary with respect to the property. At the time of the tank removal, it was discovered that two additional tanks (Tank 2 and Tank 3) were also abandoned below the property. In March 2014, we provided a scope and cost estimate for the follow-up investigation for removing the additional tanks and performing subsequent investigations.

The project was originally scoped to characterize soil and groundwater contamination at the property, remove Tanks 2 and 3 (one of which was partially filled with cement), perform a soil excavation of approximately 60 tons surrounding the two USTs, construct five monitoring wells surrounding the property, and perform groundwater sampling and analysis of the five wells. The project was estimated to cost \$47,413.50. However, as you know, some additional work not originally scoped was performed during the course of the investigation.

Work summary

In April, we performed the initial borehole investigation into the soil and groundwater below the site. During that investigation, an underground structure in the shape of a UST was observed adjacent to Tank 3 by a ground penetrating radar (GPR) unit. The GPR also detected another anomaly (anomaly A1) southeast of the known UST locations. Figure 1 shows the borehole and structures identified by the GPR. Additionally, in April, the City requested we locate and sample existing groundwater piezos surrounding the site. We located and sampled two such piezos.

In May, we performed the removal of Tanks 2 and 3 and excavated PCS surrounding the tanks. Tank 2 was determined to be an approximately 300-gallon diesel UST. The tank was observed to be completely filled with water, which required pumping prior to removal. Tank 3 was determined to be an approximately 1,000-gallon gasoline UST. The tank was completely filled with cement grout, which required breaking and removal prior to removing the tank from the ground. During the removal portion of the project, we investigated the underground structure adjacent to Tank 3 and the anomaly A1 area. The underground structure adjacent to Tank 3 was uncovered and observed to be an approximately 675-gallon gasoline UST that was also completely

filled with cement (Tank 4). Langseth Environmental (Langseth) broke the concrete from Tank 4 and removed the UST along with Tanks 2 and 3. Figure 1 shows the location of the USTs removed from the property as well as the soil excavation extent.

Langseth also performed a small test pit at the anomaly A1 area. The test pit revealed an infiltration gallery believed to be the historical septic system. Buried debris, railroad ties, and an old "Mobil" brand gasoline sign were removed at the test pit and stockpiled. The debris from the test pit had petroleum staining characteristics; however, testing of the soils showed levels of diesel-range hydrocarbons below the applicable MTCA Method A cleanup levels. Groundwater entering the pit was observed to have a strong sheen. Based on the analysis and observations, the test pit was backfilled with clean fill. The current plan is to place a permanent monitoring well at the location for groundwater analysis.

The project went smoothly despite the changes in conditions from the original scope of work submitted on March 21. However, due to field conditions not anticipated at the date of the original scope, additional time and costs were incurred that were not originally planned for. These costs are presented below.

- Direct cost related to temporary fencing. Fencing was not originally scoped but needed for pedestrian safety due to the proximity to the roadway/walkway.
- Direct cost and time delays related to removal of one additional 675-gallon gasoline UST.
- Direct cost and time delays related to two USTs (Tank 3 – 1,000 gallon and Tank 4 – 675 gallon) being completely filled with cement. Only one tank was originally believed to be partially filled with cement.
- Direct cost and time delays related to the 300-gallon UST being full of water and requiring pumping prior to removal.
- Direct cost and time delays related to the test pit of the anomaly 1 area which was found to likely be the historical septic system, where PCS and groundwater contamination were observed, and which required additional backfill materials.
- Direct cost and time delays related to the extent of the excavation (surrounding 3 tanks instead of 2) and site constraints. This required the excavated material to be loaded and moved twice in order to stockpile safely away from the excavation and roadway.
- Time delays related to a hail/lightning storm that occurred on May 28 causing an approximate one hour delay.
- Direct cost related to additional sample analysis performed during tank removals and test pit excavation.
- Direct costs related to field work and lab analysis of groundwater from the existing piezometers.

Budget Status

The original budget included six tasks: Task 1 – project management/permitting; Task 2 - sub-surface investigation/borehole drilling; Task 3 – data reduction and meetings; Task 4 – tank decommissioning and soil removal; Task 5 – monitoring well drilling, development, and sampling; and Task 6 – project report. To date, tasks 1, 2, and 3 have been completed. Additionally, task 4 has been partially completed. Table 1, below, summarizes the status of the budget with respect to the invoices to date.

Table 1. Budget Analysis

Party/Item	Original Cost Estimate	Invoice no. 14-329	Invoice no. 14-410	Invoice no. 14-524	Budget remaining under/(over) budget
Robinson Noble	\$24,052.50	\$1,780.50	\$3,726.75	\$4,884.75	\$13,660.50
Equipment/mileage	\$706.00	\$160.38	\$638.04	\$442.04	(\$534.46)
Holt Services	\$6,037.50	-	\$2,731.25		\$3,306.25
Langseth Environmental	\$6,325.00	-	-	\$16,332.88	(\$10,007.88)
Waste Disposal (Langseth)	\$3,105.00	-	-		\$3,105.00
Libby Environmental	\$7187.50	\$391.00	\$4,853.00	\$3,231.50	(\$1,288.00)
Total	\$47,413.50	\$2,331.88	\$11,949.04	\$24,891.17	\$8,241.41

As noted in the table, **\$8,241.41** remains on the initial budget. However, the remainder of task 4 and all of tasks 5 and 6 have yet to be completed/invoiced.

Langseth completed the remainder of task 4 yesterday and 78 tons of PCS were removed from the site and hauled to LRI Landfill. This is projected to cost approximately \$8,000 for the disposal, or approximately \$4,895 over the original cost estimate. The final disposal costs will be invoiced in the subsequent billing period.

Moving forward with the project, due to the cost overruns in tasks 3 and 4, we have updated the projected costs for the remaining tasks. Table 2, below summarizes the projected costs for the remainder of the tasks and includes the remaining portion of task 4.

Table 2. Projected remaining budget for tasks to be completed

Party / item	Budget remaining under/(over) budget	Task 4 – remaining projected	Task 5 – projected	Task 6 – projected	Overall remaining projected over initial scope
Robinson Noble	\$13,660.50	\$800.00	\$3,935.50	\$8,925.00	\$0.00
Equipment/mileage	(\$534.46)	\$50.00	\$750.00	-	\$1,334.46
Holt Services	\$3,306.25	-	\$9,173.64	-	\$5,867.39
Langseth Environmental	(\$10,007.88)	-	-	-	\$10,007.88
Waste Disposal (Langseth)	\$3,105.00	\$7,999.73	-	-	\$4,984.73
Libby Environmental	(\$1,288.00)	-	\$4,595.00	-	\$5,883.00
Total	\$8,241.41	\$8,849.73	\$18,454.14	\$8,925.00	\$27,987.46

James Morgan
City of Pacific
June 20, 2014
Page 4

As shown in Table 2, the additional costs are estimated to be approximately **\$27,987.46**. This brings the total revised estimated cost of the project to approximately **\$75,400.96**. As described above, unknown conditions found after the initial cost estimate requiring removal of an additional tank, additional laboratory analysis, additional time delays in removing the USTs, and other time and cost overruns. Additionally, the initial cost estimate scope made certain assumptions about the site and time line for completion that were inadequate based upon the findings of the borehole and tank decommissionings.

If you have questions or need additional information about the project and work performed thus far, please do not hesitate to contact us via email at mbrady@robinson-noble.com or via telephone at (253)475-7711. Also, if at any time during this project the City identifies a concern or problem with our work or progress that cannot be resolved by the assigned Robinson Noble project manager, please contact Joseph Becker, our company President, and he will make every effort to resolve the issue to your satisfaction.

Thank you for the opportunity to clarify the project cost estimate revisions and service the city in this matter.

Respectfully submitted,
Robinson Noble, Inc.



Michael P. Brady LG
Senior Project Geologist

attachment

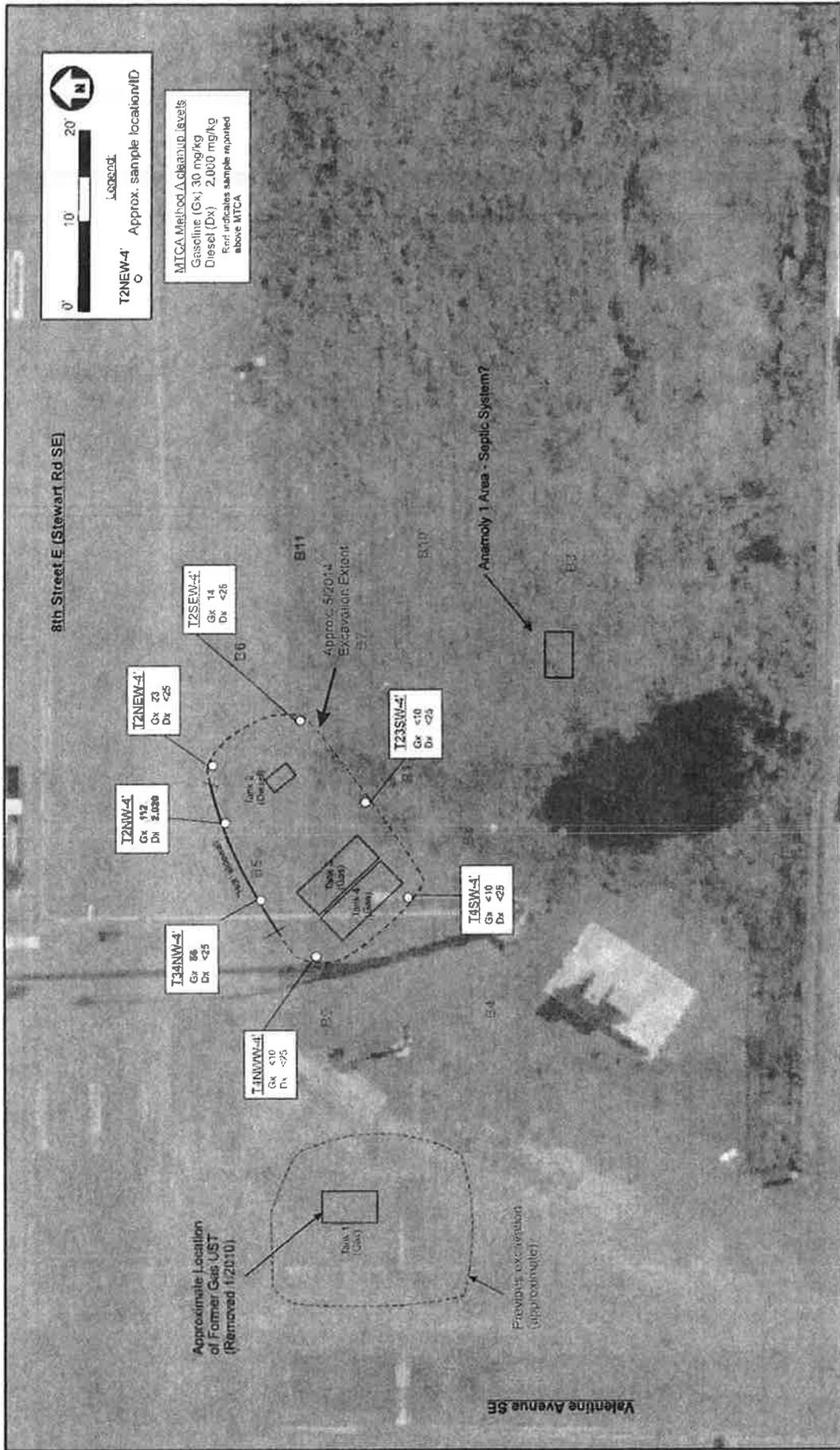


Figure 1
Site Detail Map with Confirmation Sample Results
 City of Pacific - 8th and Valentine Soil and Groundwater Investigation

Note: Base map images from USGS EarthExplorer, & 2007 King Co IMap (superimposed)

PM: MPB
 June 2014
 1700-008B

Pierce County
 T 20N R10E - 01
 Scale: 1" = 10'

ROBINSON NOBLE



AGENDA ITEM NO. 6C

Agenda Bill No. 14-130

TO: Mayor Guier and City Council Members
FROM: Richard Gould, City Administrator
MEETING DATE: July 14, 2014
SUBJECT: Uniformed Employees Collective Bargaining Team

ATTACHMENTS:

Previous Council Review Date:

Summary: A motion to modify the appointed representatives for the City's collective bargaining team.

Recommendation/Action: Modify the appointed representatives.

Motion for Consideration: "I move to modify the City's appointed representatives for collective bargaining with the police union to City Administrator Richard Gould, Police Chief John Calkins, and City Clerk Amy Stevenson-Ness."

Budget Impact:

Alternatives:

43460
CITY OF PACIFIC

Agenda Bills

Agenda Item No.	<u>Consent Agenda 10A</u>	Meeting Date:	<u>July 14, 2014</u>
	<u>Claim Voucher & Payroll</u>		<u>Richard Gould</u>
Subject:	<u>Approval</u>	Prepared by:	<u>Finance Director</u>

Summary:

Approval of Payroll for the period of June 16, 2014 through June 30 2014; Claims Vouchers for June 24 2014 through July 14, 2014.

Payroll Auto Deposit	\$ 60,756.23
Payroll Ch# 4791 Voided	
Payroll Ch#'s 4792 – 4794	\$ 1,563.38
Claim Checks: #43659 – 43756	\$332,382.97
EFT's	83,553.05
Total Expenditures	<u>\$ 478,255.63</u>

Recommendation: Approval of payment for Payroll and Claims

Motion: move to approve the Consent Agenda including approval of Payroll and Claims Vouchers.

Attachments:

Check Registers and Payroll Expense itemization.

CHECK REGISTER

City Of Pacific
MCAG #: 0423

06/24/2014 To: 07/14/2014

Time: 13:52:25 Date: 07/10/2014

Page: 1

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
3903	07/03/2014	Payroll	1	EFT		1,905.26	June 16 - 30 Payroll
3904	07/03/2014	Payroll	1	EFT		2,476.31	June 16 - 30 Payroll
3905	07/03/2014	Payroll	1	EFT		637.57	June 16 - 30 Payroll
3906	07/03/2014	Payroll	1	EFT		4,046.20	June 16 - 30 Payroll
3907	07/03/2014	Payroll	1	EFT		1,244.37	June 16 - 30 Payroll
3908	07/03/2014	Payroll	1	EFT		150.51	June 16 - 30 Payroll
3910	07/03/2014	Payroll	1	EFT		1,163.03	June 16 - 30 Payroll
3911	07/03/2014	Payroll	1	EFT		2,121.45	June 16 - 30 Payroll
3912	07/03/2014	Payroll	1	EFT		92.10	June 16 - 30 Payroll
3913	07/03/2014	Payroll	1	EFT		2,622.88	June 16 - 30 Payroll
3914	07/03/2014	Payroll	1	EFT		317.96	June 16 - 30 Payroll
3915	07/03/2014	Payroll	1	EFT		802.94	June 16 - 30 Payroll
3916	07/03/2014	Payroll	1	EFT		1,712.21	June 16 - 30 Payroll
3917	07/03/2014	Payroll	1	EFT		2,970.55	June 16 - 30 Payroll
3918	07/03/2014	Payroll	1	EFT		91.50	June 16 - 30 Payroll
3919	07/03/2014	Payroll	1	EFT		92.10	June 16 - 30 Payroll
3920	07/03/2014	Payroll	1	EFT		2,178.92	June 16 - 30 Payroll
3921	07/03/2014	Payroll	1	EFT		81.50	June 16 - 30 Payroll
3922	07/03/2014	Payroll	1	EFT		155.21	June 16 - 30 Payroll
3923	07/03/2014	Payroll	1	EFT		1,553.56	June 16 - 30 Payroll
3925	07/03/2014	Payroll	1	EFT		3,020.08	June 16 - 30 Payroll
3926	07/03/2014	Payroll	1	EFT		1,596.77	June 16 - 30 Payroll
3927	07/03/2014	Payroll	1	EFT		1,778.47	June 16 - 30 Payroll
3928	07/03/2014	Payroll	1	EFT		2,120.92	June 16 - 30 Payroll
3929	07/03/2014	Payroll	1	EFT		1,517.78	June 16 - 30 Payroll
3930	07/03/2014	Payroll	1	EFT		92.10	June 16 - 30 Payroll
3931	07/03/2014	Payroll	1	EFT		115.13	June 16 - 30 Payroll
3932	07/03/2014	Payroll	1	EFT		271.33	June 16 - 30 Payroll
3933	07/03/2014	Payroll	1	EFT		2,027.80	June 16 - 30 Payroll
3934	07/03/2014	Payroll	1	EFT		1,670.53	June 16 - 30 Payroll
3935	07/03/2014	Payroll	1	EFT		1,874.40	June 16 - 30 Payroll
3936	07/03/2014	Payroll	1	EFT		1,408.14	June 16 - 30 Payroll
3937	07/03/2014	Payroll	1	EFT		1,877.71	June 16 - 30 Payroll
3938	07/03/2014	Payroll	1	EFT		1,471.13	June 16 - 30 Payroll
3940	07/03/2014	Payroll	1	EFT		2,543.24	June 16 - 30 Payroll
3941	07/03/2014	Payroll	1	EFT		1,697.21	June 16 - 30 Payroll
3942	07/03/2014	Payroll	1	EFT		1,214.57	June 16 - 30 Payroll
3943	07/03/2014	Payroll	1	EFT		1,775.09	June 16 - 30 Payroll
3944	07/03/2014	Payroll	1	EFT		92.10	June 16 - 30 Payroll
3945	07/03/2014	Payroll	1	EFT		2,206.53	June 16 - 30 Payroll
3946	07/03/2014	Payroll	1	EFT		1,311.34	June 16 - 30 Payroll
3947	07/03/2014	Payroll	1	EFT		1,355.36	June 16 - 30 Payroll
3948	07/03/2014	Payroll	1	EFT		1,302.37	June 16 - 30 Payroll
3949	07/01/2014	Payroll	1	EFT	INTERNAL REVENUE SERVICE	23,330.83	941 Deposit For 07/03/2014 - 07/03/2014
3952	07/03/2014	Payroll	1	EFT	WA ST DEPT RETIREMENT SYSTEM	625.00	07/03/2014 To 07/03/2014 - DCF - DRS
3973	07/14/2014	Claims	1	EFT	WA ST DEPT OF REVENUE	9,248.75	June 2014 Excise Tax
3975	07/07/2014	Payroll	1	EFT	WA ST DEPT RETIREMENT SYSTEM	13,686.11	06/01/2014 To 06/30/2014 - PERS 2; 06/01/2014 To 06/30/2014 - PERS 3
3976	07/07/2014	Payroll	1	EFT	WA ST DEPT RETIREMENT SYSTEM	8,751.51	06/01/2014 To 06/30/2014 - LEOFF 2

CHECK REGISTER

City Of Pacific
MCAG #: 0423

06/24/2014 To: 07/14/2014

Time: 13:52:25 Date: 07/10/2014
Page: 2

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
3986	07/02/2014	Claims	1	EFT	WA ST DEPT OF LICENSING	111.00	CPL's For June 11 Thru July 2, 2014
4039	06/30/2014	Claims	1	EFT	Annual Payment For Patrol Cars	27,786.54	Annual Payment For Patrol Cars
4040	06/30/2014	Claims	1	EFT	WA ST DEPT RETIREMENT SYSTEM	13.29	Wa Retirement Had G. Guse As A Judge, So They Were Wanting Higher Contributions. Fixing This Issue Created A Credit That Was Put Towards Interest. The Difference Between The Two \$13.29.
4041	06/30/2014	Claims	1	EFT	INTERNAL REVENUE SERVICE	0.02	Federal Tax Payment For 6/5/14 Off .02
3909	07/03/2014	Payroll	1	4791	WANDA FLARITY		Deleted Payroll Entry - Heather Pollock
3924	07/03/2014	Payroll	1	4792		64.28	June 16 - 30 Payroll
3939	07/03/2014	Payroll	1	4793		92.10	June 16 - 30 Payroll
4031	07/07/2014	Payroll	1	4794		1,407.00	
3953	07/01/2014	Payroll	1	43659	DAVID M. HOWE, TRUSTEE	1,347.94	07/03/2014 To 07/03/2014 - Garnish
3954	07/01/2014	Payroll	1	43660	WA STATE SUPPORT REGISTRY	125.00	07/03/2014 To 07/03/2014 - Child Support
3968	07/02/2014	Payroll	1	43661	AFLAC	551.22	06/01/2014 To 06/30/2014 - AFLAC ACC Pre; 06/01/2014 To 06/30/2014 - AFLAC CAN Pre; 06/01/2014 To 06/30/2014 - AFLAC STD Post; 06/01/2014 To 06/30/2014 - AFLAC PSI Pre; 06/01/2014 To 06/30/2014 - AFL
3969	07/02/2014	Payroll	1	43662	AMERICAN LEGAL SERVICES	50.68	06/01/2014 To 06/30/2014 - Legal Fee
3970	07/02/2014	Payroll	1	43663	NW ADMIN TRANSFER ACCOUNT	35,611.83	06/01/2014 To 06/30/2014 - Medical - Police; 06/01/2014 To 06/30/2014 - Medical- Clerical Union
3971	07/02/2014	Payroll	1	43664	WESTERN CONFERENCE OF TEAMSTERS PENSION	1,879.16	06/01/2014 To 06/30/2014 - Union Pension
3977	07/02/2014	Payroll	1	43665	ASSOC OF WASHINGTON CITIES	4,236.26	06/01/2014 To 06/30/2014 - Medical - Directors; 06/01/2014 To 06/30/2014 - LTD
3978	07/02/2014	Payroll	1	43666	TEAMSTERS LOCAL 117	1,619.53	06/01/2014 To 06/30/2014 - Union Dues
4058	07/08/2014	Claims	1	43667	JOANNE FUTCH	1,105.99	REIMBURSEMENT FOR YOUTH CENTER PURCHASES
4083	07/14/2014	Claims	1	43668	AHBL INC	12,876.48	PROJECT: 2120428.10 (PACIFIC MILWAUKEE BLVD. ENGR. DESIGN); PROJECT: 2120325.14 (PACIFIC-STEWART RD PROJECT SERVICES); PROJECT: 2130176.10 (WEST VALLEY HIGHWAY); PROJECT: 2130280.16 (PACIFIC CITY

CHECK REGISTER

City Of Pacific
MCAG #: 0423

06/24/2014 To: 07/14/2014

Time: 13:52:25 Date: 07/10/2014
Page: 3

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
4084	07/14/2014	Claims	1	43669	ALGONA COURTS	3,906.48	Algona Court For June 2014
4085	07/14/2014	Claims	1	43670	APPLY A LINE INC	7,702.00	PAVEMENT MARKINGS FOR CROSSWALK, STOP BAR & TRAFFIC ARROW; PAVEMENT MARKINGS FOR CROSSWALK, STOP BAR & TRAFFIC ARROW
4086	07/14/2014	Claims	1	43671	ARMOR EXPRESS	2,387.68	
4087	07/14/2014	Claims	1	43672	AUS WEST LOCKBOX	61.80	RUBBER MATS; CITY HALL DOOR MATS
4088	07/14/2014	Claims	1	43673	LILLY MAY BAYLEY	128.00	INTERPRETER SERVICES
4089	07/14/2014	Claims	1	43674	BFH CONSULTING	2,700.00	ACCREDITATION PROGRAM FOR JUNE 2014
4090	07/14/2014	Claims	1	43675	BLUMENTHAL UNIFORMS	1,072.60	POLICE: MISC. HOLSTERS; UNIFORMS FOR NEW CORRECTION OFFICERS; UNIFORMS FOR NEW CORRECTION OFFICERS
4091	07/14/2014	Claims	1	43676	BOUND TREE MEDICAL	96.78	POLICE: AED PADS & MEDICAL SUPPLIES
4092	07/14/2014	Claims	1	43677	BRAT WEAR	982.41	R. GALE JUMPSUIT; J. WEST JUMPSUIT
4093	07/14/2014	Claims	1	43678	CARPINITO BROTHERS INC	1,617.82	BEAUTY BARK FOR THE CITY HALL; PARK SOIL IMPROVEMENT; CITY HALL BEAUTIFICATION; CITY HALL BEAUTIFICATION; CITY HALL BEAUTIFICATION
4094	07/14/2014	Claims	1	43679	MCCARTHY CAUSSEAUX & HURDELBRINK INC	459.80	LAND USE HEARING.
4095	07/14/2014	Claims	1	43680	CENTURYLINK	1,276.36	POLICE LOBBY PHONE: 253-887-9643; PHONE SERVICES
4096	07/14/2014	Claims	1	43681	CENTURYLINK	41.47	PHONE SERVICES
4097	07/14/2014	Claims	1	43682	CORY CHRISTIANSON	94.21	Refund inactive customer credit balance
4098	07/14/2014	Claims	1	43683	CHUCKALS OFFICE PRODUCTS INC	43.78	MONITOR RISERS FOR FINANCE
4099	07/14/2014	Claims	1	43684	CITY OF AUBURN	136.94	
4100	07/14/2014	Claims	1	43685	CITY OF ENUMCLAW	180.00	MAY 2014 JAIL SERVICES
4101	07/14/2014	Claims	1	43686	CLEARNET	174.04	
4102	07/14/2014	Claims	1	43687	COLUMBIA BANK	2,531.24	
4103	07/14/2014	Claims	1	43688	S. L. COOL	44.53	Refund inactive customer credit balance
4104	07/14/2014	Claims	1	43689	COPIERS NORTHWEST INC	1,182.60	COPY OVERAGE; COPY MACHINE LEASE
4105	07/14/2014	Claims	1	43690	CORLISS RESOURCES	802.54	ELISE LANE POND: ECOLOGY BLOCKS; ELISE LANE POND: ECOLOGY BLOCKS; ELISE LANE POND TOPSOIL, AGGREGATE FUR & QUARRY SPALLS
4106	07/14/2014	Claims	1	43691	DATABAR INCORPORATED	1,119.42	MAILING CCR
4107	07/14/2014	Claims	1	43692	DELL MARKETING LP	1,760.19	DELL MONITORS (5)
4108	07/14/2014	Claims	1	43693	CITY OF FIFE	385.00	INMATE LODGING - JUL 2014

CHECK REGISTER

City Of Pacific
MCAG #: 0423

06/24/2014 To: 07/14/2014

Time: 13:52:25 Date: 07/10/2014
Page: 4

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
4109	07/14/2014	Claims	1	43694	FINISH LINE CLEANING	3,040.00	JUNE 2014 CITY HALL JANITORIAL SERVICES; POLICE DEPT. JANITORIAL SERVICES
4110	07/14/2014	Claims	1	43695	FORMSOURCE INC	84.86	COURT: RED RECALL CARDS
4111	07/14/2014	Claims	1	43696	GOSNEY MOTOR PARTS INC	126.97	SERVICE TRUCK BATTERY
4112	07/14/2014	Claims	1	43697	LEANNE S GUIER	126.09	REIMB. FOR AWC CONFERENCE EXPENSES
4113	07/14/2014	Claims	1	43698	H D FOWLER CO INC	614.98	WATER BOXES
4114	07/14/2014	Claims	1	43699	HONEY BUCKET	415.85	HONEY BUCKET RENTALS
4115	07/14/2014	Claims	1	43700	ICON MATERIALS	688.63	CITY PARK STORM REPAIR: QUARRY SPALLS; CITY PARK STORM REPAIRS: DUMP TRUCK RENTAL
4116	07/14/2014	Claims	1	43701	INTERCOM LANGUAGE SERVICES	470.32	INTERPRETER SERVICES; INTERPRETER SERVICES
4117	07/14/2014	Claims	1	43702	INTERSTATE ALL BATTERYCENTER	168.19	POLICE: RADAR BATTERIES
4118	07/14/2014	Claims	1	43703	KC FINANCE I-NET	375.00	I-NET SERVICES
4119	07/14/2014	Claims	1	43704	KC FINANCE LIQUOR EXCISE	41.43	2014 Q1 LIQUOR EXCISE TAX
4120	07/14/2014	Claims	1	43705	KING COUNTY DIRECTORS' ASSOC	366.19	COMMUNITY OUTREACH SUPPLIES; POLICE: SUPPLIES; PW: OFFICE SUPPLIES; POLICE: OFFICE SUPPLIES
4121	07/14/2014	Claims	1	43706	KING COUNTY FINANCE	103,648.40	WASTEWATER TREATMENT
4122	07/14/2014	Claims	1	43707	KING COUNTY FINANCE	288.00	LIEN FILING FEES
4123	07/14/2014	Claims	1	43708	LAW OFFICE THOMAS R HARGAN	90.00	PROSECUTION SERVICES
4124	07/14/2014	Claims	1	43709	LES SCHWAB TIRE CENTER	21.36	
4125	07/14/2014	Claims	1	43710	LEXISNEXIS	93.08	MAY 2014 CONTRACT FEE
4126	07/14/2014	Claims	1	43711	LUCE LINEBERRY & KENNEY PS	2,299.79	LEGAL SERVICES
4127	07/14/2014	Claims	1	43712	HOHN MARK	85.76	Refund inactive customer credit balance
4128	07/14/2014	Claims	1	43713	EDWIN MASSEY JR	158.75	REIMB. FOR DRYING CABINET FOR EVIDENCE ROOM (ACCREDITATION REQUIREMENT); REIMB. FOR UPCOMING BIKE AUCTION AD IN THE LITTLE NICKEL
4129	07/14/2014	Claims	1	43714	ROBERT MAY	80.66	Refund inactive customer credit balance
4130	07/14/2014	Claims	1	43715	MCLENDON HARDWARE	266.39	PW: WHEELBARROW; PW: SHACKLE ANCHOR
4131	07/14/2014	Claims	1	43716	CATHLEEN MEYER	21.74	Refund inactive customer credit balance
4132	07/14/2014	Claims	1	43717	MORRIS LAW P.C.	2,774.00	CITY ATTORNEY FEES; STEWART ROAD PROPERTY PURCHASE (GORDON TRUCKING); PACIFIC GREEN COLLECTIVE VS CITY OF PACIFIC
4133	07/14/2014	Claims	1	43718	MOUNTAIN MIST	234.86	
4134	07/14/2014	Claims	1	43719	MICHAEL MURPHY	87.69	Refund inactive customer credit balance

CHECK REGISTER

City Of Pacific
MCAG #: 0423

06/24/2014 To: 07/14/2014

Time: 13:52:25 Date: 07/10/2014

Page: 5

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
4135	07/14/2014	Claims	1	43720	OWEN EQUIPMENT	5,825.29	
4136	07/14/2014	Claims	1	43721	PACIFIC KNIGHT EMBLEM & INSIGNIA LLC	257.05	POLICE: LADIES POLO SHIRTS; POLICE: BALL CAPS
4137	07/14/2014	Claims	1	43722	PACIFIC OFFICE AUTOMATION	164.29	POLICE: COPY MACHINE
4138	07/14/2014	Claims	1	43723	CITY OF PACIFIC	470.31	UTILITIES
4139	07/14/2014	Claims	1	43724	PETROCARD SYSTEMS INC	6,204.08	FUEL; FUEL
4140	07/14/2014	Claims	1	43725	PROSECUTING ATTORNEYS OFFICE	230.49	Algona Court For June 2014; Pacific Court June 2014
4141	07/14/2014	Claims	1	43726	PUGET SOUND ENERGY	13,408.24	UTILITIES - ACCT. #300000003594; ACCT #220003203878 (TACOMA BLVD & 1ST AVE NW)
4142	07/14/2014	Claims	1	43727	RELIABLE OFFICE SUPPLIES	118.74	POLICE: OFFICE SUPPLIES
4143	07/14/2014	Claims	1	43728	RIVERTON CONTRACTORS INC	164.25	PW: FORKLIFT RENTAL
4144	07/14/2014	Claims	1	43729	ROBINSON NOBLE, INC	24,891.17	PROJECT ID: 1700-006B (PACIFIC - 8TH & VALENTINE GW INVEST/MONITORING)
4145	07/14/2014	Claims	1	43730	L STEPHEN ROCHON	4,140.00	JUDGE SERVICES JUNE 4-18, 2014
4146	07/14/2014	Claims	1	43731	KELLY RYDBERG	29.00	MEAL PER DIEM - DMCMA CONFERENCE
4147	07/14/2014	Claims	1	43732	SAFEGUARD PROPERTIES MGMT	30.86	Refund inactive customer credit balance
4148	07/14/2014	Claims	1	43733	SAM'S CLUB/GEMB	57.24	POLICE: BIKE RODEO SUPPLIES
4149	07/14/2014	Claims	1	43734	SAM'S CLUB	114.23	SENIOR CENTER: SUPPLIES
4150	07/14/2014	Claims	1	43735	SCORE	21,870.00	MAY 2014 INMATE DAYS (243)
4151	07/14/2014	Claims	1	43736	STEPHANIE SHOOK	49.25	REIMB. FOR MAGNIFYING LIGHT & STEP-STOOL FOR EVIDENCE ROOM
4152	07/14/2014	Claims	1	43737	STEPHANIE SHOOK	87.95	REIMB. FOR FERRY COSTS (PATROL VEHICLE BROKE DOWN); REIMB. FOR FUEL (TOOK LT'S OLD TRUCK TO GSA IN TUMWATER); REIMB. FOR THANK YOU GIFTS FOR REI STAFF/COMMUNITY DONATION FUNDS FROM MIKE RODEO
4153	07/14/2014	Claims	1	43738	SHRED-IT USA INC.	55.44	POLICE: SHREDDING SERVICES
4154	07/14/2014	Claims	1	43739	SIRCHIE FINGER PRINT LAB INC	305.43	
4155	07/14/2014	Claims	1	43740	SPRINT	1,921.44	POLICE: CELL PHONE SERVICES; CELL PHONE SERVICES
4156	07/14/2014	Claims	1	43741	STAPLES BUSINESS ADVANTAGE	1,005.98	FINANCE SUPPLIES; COURT SUPPLIES; AIR PURIFIERS; FINANCE: SUPPLIES; POLICE: OFFICE SU 3S
4157	07/14/2014	Claims	1	43742	CITY OF SUMNER	1,774.50	METRO ANIMAL SERVICES, 07/2014
4158	07/14/2014	Claims	1	43743	TORK LIFT CENTRAL INC	121.22	PW: SAFETY CHAINS & CABLES

CHECK REGISTER

City Of Pacific
MCAG #: 0423

06/24/2014 To: 07/14/2014

Time: 13:52:25 Date: 07/10/2014

Page: 6

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
4159	07/14/2014	Claims	1	43744	UNIVAR USA INC	4,663.38	CAUSTIC SODA
4160	07/14/2014	Claims	1	43745	VALLEY COMMUNICATIONS	18,176.52	MAY 2014 911 CALLS (463.5) APRIL 2014 (1.5) MAR. 2014 (2); JUNE 2014 - 800 MHz (44 UNITS)
4161	07/14/2014	Claims	1	43746	WA ST TREASURER	11,817.31	Algona Court June 2014; Pacific Court June 2014
4162	07/14/2014	Claims	1	43747	WA STATE DEPT OF ENTERPRISE SERVICES	341.31	PRORATED PARTICIPATION FEE FOR THE 1033/LESO PROGRAM FOR 2014; POLICE: FLAMMABLE CABINET
4163	07/14/2014	Claims	1	43748	WA STATE DEPT OF TRANSPORTATION	60.47	SR 167/STEWART RD INTERSECTION IMPROVEMENTS
4164	07/14/2014	Claims	1	43749	WASHINGTON STATE PATROL	649.50	POLICE: BACKGROUND CHECKS; ACCESS USER FEE (3)
4165	07/14/2014	Claims	1	43750	WASHINGTON TRACTOR	1,720.19	BLADE BOLT, BLADE SET, NUT 5/8; PW: TIRE VALVE STEM, WHEEL, TIRE GLOBE (1445 MOWER); PW: 4410 TRACTOR
4166	07/14/2014	Claims	1	43751	NANCY & WAYNE WATERS	22.42	Refund inactive customer credit balance
4167	07/14/2014	Claims	1	43752	WELLS FARGO FINANCIAL LEASING	28.24	LEASED EQUIPMENT
4168	07/14/2014	Claims	1	43753	KRISTA C WHITE-SWAIN	3,250.00	PUBLIC DEFENSE
4169	07/14/2014	Claims	1	43754	WIRELESS ATTACHMENTS	72.05	CELL PHONE CASES
4170	07/14/2014	Claims	1	43755	Xylem Dewatering Solutions	1,191.36	PW: DIESEL PUMP RENTAL
4171	07/14/2014	Claims	1	43756	MICHAEL ZHELEZNYAK	133.00	INTERPRETER SERVICES
						132,583.56	
001 General Fund						7,985.94	
003 Community Services Senior						5,628.31	
004 Youth Services/Center						7,428.07	
005 Parks						260.05	
021 Public Safety Forfeiture						76,256.60	
022 Criminal Justice						1,760.19	
098 General Fund Equipment Reserve						24,074.00	
101 Street						700.47	
301 Stewart/8th St Corridor						30,789.65	
308 Valentine Road Project						31,523.75	
401 Water						121,153.60	
402 Sewer						22,051.46	
409 Storm						64.38	
630 Developer Deposit						8,036.54	
640 Algona Court						7,959.06	
800 Payroll EE Benefit Clearing						478,255.63	
* Transaction Has Mixed Revenue And Expense Accounts						478,255.63	
						Claims:	324,120.9
						Payroll:	154,134.6

CHECK REGISTER

City Of Pacific
MCAG #: 0423

06/24/2014 To: 07/14/2014

Time: 13:52:25 Date: 07/10/2014
Page: 7

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
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Voucher Approval

We, the undersigned Council members of the City of Pacific, do hereby certify that the Vouchers specified were reviewed and were approved for payment at the Regular Council Meeting

on: _____.

Council Member: _____

Council Member: _____

Council Member: _____

Reviewed for Accuracy

Finance Director: _____



City Council Minutes

Regular Meeting
Monday, June 9, 2014
6:30 p.m.

CALL TO ORDER/PLEDGE OF ALLEGIANCE

Mayor Guier called the regularly-scheduled meeting to order at 6:30 p.m. and led the Pledge of Allegiance.

ROLL CALL

Present: Council Members Garberding, Kave, Knudtson, Steiger, Walker, Council President Putnam, Mayor Pro Tem Jones, and Mayor Guier

STAFF PRESENT

Public Safety Director John Calkins, Acting Public Works Director Ken Barnett, Finance Director Richard Gould, and City Clerk Amy Stevenson-Ness

ADDITIONS TO/APPROVAL OF AGENDA

The agenda was approved by the consensus of Council.

AUDIENCE COMMENT

Speaking before Council:

Don Thompson	Questioned the necessity of a City Administrator position.
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PUBLIC HEARING

Mayor Guier opened the public hearing at 6:33 p.m.

City Engineer Jim Morgan provided a presentation regarding the Six-Year Transportation Improvement Program.

Speaking before Council:

Dwayne Gratz	Requested information regarding non-TIP projects and a map that shows those projects.
Jeanne Fancher	Suggests money be put in TIP for lahar evacuation routes for residents in the valley; Study for bridge/tunnel for safer pedestrian crossing to reduce risk on Ellingson; Propose that money set aside to assist King County in repairing roads to help emergency service to the West Hill; Put money into studying issues rather than not mentioning them

Mayor Guier closed the public hearing at 7:04 p.m.

REPORTS

A. Mayor

Mayor Guier reported:

- West Valley Highway is open for use and will help with traffic on Frontage Avenue.
- Gave thanks to Council Member Walker who helped raise \$1700 for the Benevolent Fund at the Fire Fighters pancake breakfast.
- Auburn Farmers Market opened over the weekend.
- Notification regarding the city's fireworks ordinance will be going out.
- Stewart Road Groundbreaking will be on June 10 at 3:00 in front of Valley Freightliner
- Pacific was featured in an AWC article about rebuilding and leadership.

B. Finance

Finance Director Richard Gould reported:

- Provided an update on negotiations; emails have been traded with Richard Groff and he is waiting for a reply to set up the first meeting.
- The wireless network is up and running after some work done by Auburn IT.
- Need to pay bills during long month, will present bills to Finance Committee for review.

C. Court

Court Administrator Kelly Rydberg

- Stated the Court monthly reports are attached to the agenda and is available to answer any questions.

D. Public Safety Department.

Chief Calkins reported:

- He attended the WASPC conference in Spokane and provided a report to Council on the conference.

E. Public Works/Community Development Departments

Director Ken Barnett reported:

- The bid opening for Valentine has been completed. There were four bidders, with ICON Materials as the apparent low bidder.
-
- The groundbreaking for Stewart Road will take place on June 10 at 3:00 in front of Valley Freightliner

F. Community/Senior/Youth/Services
No report

G. City Council Members

Council Member Knudson reported the Pacific Days parade will be held on July 12 with Council meeting at Alpac Elementary at 9:30 a.m. to ride an antique fire truck.

Council Member Garberding reported she had a booth for the Always Brothers project at the Farmer's Market. She has raised \$700.04 as of June 8, 2014.

H. Boards and Committees

i. Finance Committee:

Council Member Kave announced the Finance Committee meeting will be held on June 10 at 6:30 p.m.

ii. Governance Committee

Council Member Knudtson advised the Governance Committee will meet on June 13 at 6:30 p.m.

iii. Human Services Committee

Council Member Jones advised the Human Services Committee met on June 3 with Discussion regarding providing a cooling center for hot days.

iv. Public Safety Committee

Council Member Garberding reported the Public Safety Committee met the prior week and discussed concerns raised by a citizen. Chief Calkins will look more into the concerns that were raised.

v. Public Works Committee

Council Member Steiger advised that the Public Works Committee met on June 4 to discuss the award of the Valentine Avenue contract.

vi. Technology Committee

Council Member Walker stated the next meeting of the Technology Committee will be held on June 19;

vii. Civil Service Commission

No Report

viii. Park Board

Park Board Member Dwayne Gratz provided a report stating the Park Board did a tour of the Parks. He stated the main item noticed was that the park maintenance needs to be brought up to par and suggested the seasonal hiring process start earlier in the year.

Jeanne Fancher spoke in place of Park Board Commissioner Kate Hull. She provided a report regarding the passive park on West Hill stating there have been incursions from neighboring property, i.e. fence has been removed, a trail has been created, and trees on City property have been cut and left.

Planning Commission
No report

- ix. Pierce County Regional Council (PCRC)
No report.
- x. Sound Cities Association (SCA)
Mayor Guier advised the next meeting will occur on June 11 and she will be unable to attend
- xi. South County Area Transportation Board (SCATBd)
Mayor Guier was unable to attend the meeting.
- xii. Valley Regional Fire Association (VRFA)
No Report

OLD BUSINESS

A. Resolution No. 2014-176: Surplus of Senior Center Microwave

Assistant Director Darcie Thach requested approval to surplus a microwave in the Senior Center that no longer worked.

COUNCIL MEMBER PUTNAM MOVED to surplus the old counter top Sharp Carousel microwave in the Pacific Algona Senior Center. Seconded by Council Member Walker.

Roll Call vote was taken resulting as follows:

Ayes: Garberding, Jones, Kave, Knudtson Putnam, Steiger, Walker

The motion carried 7-0.

B. Resolution No. 2014-174: Updating the City of Pacific's Investment Policy.

Finance Director Richard Gould provided information to Council regarding the City's investment policy and advised that an update was needed.

COUNCIL MEMBER KAVE MOVED to approve Resolution No. 2014-174, updating the City of Pacific's Investment Policy. Seconded by Council Member Garberding.

Roll Call vote was taken resulting as follows:

Ayes: Garberding, Jones, Kave, Knudtson Putnam, Steiger, Walker

The motion carried 7-0.

C. Resolution No. 2014-183: Approving the job description of the Office Assistant position.

Director Gould advised Council this is a much needed position to support both the Finance and Administration Department as well as the Public Works Department.

COUNCIL MEMBER KAVE MOVED to approve Resolution number 2014-183 adding the job description for the Office Assistant position Seconded by Council Member Putnam.

Roll Call vote was taken resulting as follows:

Ayes: Garberding, Jones, Kave, Knudtson Putnam, Steiger, Walker

Meeting materials are available on the City's website at: www.cityofpacific.com or by contacting the City Clerk's office at (253) 929-1105.

For ADA accommodations, please contact City Hall at (253) 929-1105 prior to the meeting. Thank you.

The motion carried 7-0.

D. Ordinance No. 2014-1863: Adopting the amended budget for the year 2014 and amending the salary schedule.

Director Gould advised these changes would fund the positions approved by Council and that the additions, adjustments, and deduction will not increase the approved budget for 2014.

COUNCIL MEMBER JONES MOVED to adopt Ordinance No. 2014-1863 amending the Budget for the year 2014 and setting forth the amended Salary Schedule.. Seconded by Council Member Putnam.

Roll Call vote was taken resulting as follows:

Ayes: Garberding, Jones, Kave, Knudtson Putnam, Steiger, Walker

The motion carried 7-0.

E. Resolution No. 2014-175: Approving the legal services agreements with Morris Law, PC, and Summit Law Group, PLLC.

Director Gould advised Council selected Morris Law, PC, and Summit Law Group, PLLC, to provide legal services to the City of Pacific.

COUNCIL MEMBER KAVE MOVED to approve Resolution No. 2014-175 approving the legal services agreements with Morris Law, PC, and Summit Law Group, PLLC. Seconded by Council Member Walker.

Roll Call vote was taken resulting as follows:

Ayes: Garberding, Jones, Kave, Knudtson Putnam, Steiger, Walker

The motion carried 7-0.

F. Resolution No. 2014-177: Approving the naming of recently purchased property located at 310 2nd Avenue as the Hiranaka-Hatch Habitat.

Acting Director Ken Barnett advised the previous owner requested that the park be formally names Hiranaka-Hatch Habitat in honor of the prior owners.

COUNCIL MEMBER KAVE MOVED to approve Resolution No. 2014-144, approving the naming of property purchased located at 310 2nd Avenue as the Hiranaka-Hatch Habitat. Seconded by Council Member Walker.

Roll Call vote was taken resulting as follows:

Ayes: Garberding, Jones, Kave, Knudtson Putnam, Steiger, Walker

The motion carried 7-0.

G. Resolution No. 2014-178: Approving the award of the Valentine Construction Bid to ICON Materials

Director Barnett advised the low bidder for the Valentine Construction bid was ICON Materials at \$12.5 million of which Pacific is responsible for approximately \$8 million and will be paid from the CERB Grant Funds, Ecology Grant, STP Grant, Public Works Trust Fund Loans, and the City Enterprise Funds.

Speaking before Council:

Howard Gustafson	Questioned why his property is included in the LID to pay for the Valentine Avenue construction and was advised any properties from County Line Road and south are included in the LID.
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COUNCIL MEMBER JONES MOVED to approve Resolution No. 2014-178, authorizing the expenditure of funds with ICON Materials for the construction of Valentine Avenue improvements. Seconded by Council Member Walker.

Roll Call vote was taken resulting as follows:

Ayes: Garberding, Jones, Kave, Knudtson Putnam, Steiger, Walker

The motion carried 7-0.

H. Resolution No. 2014-180: Authorizing the submittal of a grant application for the King County Flood District Flood Reduction Fund for financial assistance to open and close City Park.

Director Barnett advised the grant will be used for assistance to open and close City Park in the spring and fall months.

COUNCIL MEMBER GARBERDING MOVED to approve Resolution No. 2014-180 authorizing the submittal of an application for the King County Flood District Flood Reduction Fund for financial assistance to open and close City Park. Seconded by Council Member Knudtson.

Roll Call vote was taken resulting as follows:

Ayes: Garberding, Jones, Kave, Knudtson Putnam, Steiger, Walker

The motion carried 7-0.

I. Resolution No. 2014-181: Authorizing the execution of an Interlocal agreement between the City of Pacific and Pierce County for traffic maintenance services.

Director Barnett advised this will be for traffic maintenance and operation services, including street lighting, traffic signs, roadway markings, raised pavement markings, and minor engineering projects, as requested by the City.

COUNCIL MEMBER KAVE MOVED to approve Resolution No. 2014-181, authorizing the execution of an Interlocal Agreement between the City of Pacific and Pierce County for traffic maintenance services. Seconded by Council Member Steiger.

Roll Call vote was taken resulting as follows:

Ayes: Garberding, Jones, Kave, Knudtson Putnam, Steiger, Walker

The motion carried 7-0.

J. Resolution No. 2014-182: Adopting the 2015-2020 Six-Year Transportation Improvements Program.

Director Barnett advised the TIP needs to be adopted yearly, identifying projects to be done in the City of Pacific to be eligible for funding from federal and state sources.

COUNCIL MEMBER JONES MOVED to adopt Resolution No. 2014-182 adopting the 2015-2020 Six-Year Transportation Improvement Program. Seconded by Council Member Walker.

Roll Call vote was taken resulting as follows:

Ayes: Garberding, Jones, Kave, Knudtson Putnam, Steiger, Walker

The motion carried 7-0.

CONSENT AGENDA

A. Payroll and Voucher Approval

COUNCIL MEMBER JONES MOVED to approve the consent agenda. Seconded by Council Member Walker. Voice vote was taken and carried 7-0.

ADJOURN

There being no further business, Mayor Guier adjourned the meeting at 7:49 p.m.

Amy Stevenson-Ness, City Clerk

