

Regular Council Meeting

AGENDA

Page

- 1. Call to Order**
- 2. Roll Call**
- 3. Pledge of Allegiance**
- 4. Approval of the Agenda**
- 5. Presentations**
 - a. Boulevard of Remembrance/Remembrance Corridor on I-5 (State Representative Muri);
 - b. Steilacoom Historical School District Principals (Kathy Weight, Superintendent);
 - c. DuPont Post Office Services (Hyo Boyles, Postmaster and Charles Roberts Manager of Post Office Operations)
- 6. Appointments**
 - a. Appointment of Melinda Lowe (Travel Tacoma) to the DuPont Tourism Board for unexpired 2-year term through April 30, 2018 (Mayor).
- 7. Public Comments**
- 8. Approval of the Consent Agenda Items**
 - a. Regular Council Meeting Minutes -August 30, 2016;
 - b. Claims Vouchers List and Payroll (P. Barry).
- 9. Discussion Items**
- 10. Mayor's Report**
- 11. City Administrator's Report**
- 12. Council Reports**
- 13. Unfinished Business**
- 14. New Business**
 - a. Resolution Supporting the Remembrance Corridor on Interstate 5 (Mayor);
 - b. Resolution to approve the 2017 Lodging Tax Advisory Committee Recommendation (P. Barry).
 - c. Award Professional Services to Gray and Osbourne for Design Work for Transportation Improvement Board funded Center Drive Overlay between Hamilton Avenue and International Place in the amount of \$44,800 (G. Lim);
 - d. Award a Professional Services Agreement to Gray and Osborne for Construction Management and Inspection for Historic Village Water Line Replacement and Storm Water LID Improvements in the amount of \$47,000 (G. Lim)
 - e. Award Storm Water Retrofit Projects to Oceanside Construction, Bellingham, WA in the amount of \$214,314 (G. Lim);

3-6
7-29

30-32
33-37

38-53

54-59

60-66

- 15. Public Comments**
- 16. Council Comments**
- 17. Executive Session**
- 18. Adjournment**

Council Study Session (Special Events, and Recreation Program Review; Community Policing Update;
Sequalitchew Creek Review; Street Trees and Sidewalk Update: September 20, 2016 @ 6PM
Regular Council Meeting - September 27, 2016 @ 7PM

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City of DuPont
1700 Civic Drive
DuPont, Washington 98327

**Regular City Council Meeting Minutes
Tuesday, August 23, 2016**

Call To Order: Mayor Courts called the Regular City Council meeting to order at 7:00 p.m.

Roll Call: Mayor Mike Courts; Deputy Mayor Roger Westman; and Councilmembers Penny Coffey, Eric Corp, Shawna Gasak, Michael Gorski and Matt Helder. A motion was made and seconded to excuse Councilmember Estep (Gorski/Corp); 6/0 motion carried.

Those present were: City Administrator Danek, City Attorney Karg, Finance Director Barry, Police Chief Sheehan, Fire Chief Creekmore, Public Works Director Lim, Planning Director Wilson, and Interim City Clerk Graves.

Pledge of Allegiance: Mayor Courts led the flag salute.

Approval of the Agenda:

A motion was made and seconded to approve the agenda (Coffey/Gasak); 6/0 motion carried.

Presentations

Community Engagement Award for Nation Night Out

Mayor Courts introduced Priscilla Lisicich, Executive Director of Safe Streets, to present the "Community Engagement Award" for National Night Out to the City of DuPont.

Advanced Life Support (ALS) Briefing

Mayor Courts briefly recapped the reasons for providing this briefing and the proposed ALS implementation in DuPont. He then spoke about the differences between ALS and Basic Life Support (BLS) requirements, the latter of which is the one that DuPont has.

Fire Chief Creekmore then spoke about the importance of ALS, stress to firefighters (i.e. staffing requirements), the training, and ALS and BLS patient transport conditions. He spoke of DuPont Fire Department current capabilities, equipment and ALS calls received in the last few years with nine ALS crew as best practice and four is bare minimum. He added that DuPont currently uses private companies to provide ALS response, and the response time and availability, with average ALS Response Time of 15 minutes.

Mayor Courts provided the timeline of methodical steps to provide ALS in DuPont including creation of an expert Task Force; community meetings; and from the Task Force recommendations; what course of action to pursue, which may include a citizen vote. He emphasized that current service would be maintained if the proposed ALS will not be implemented.

Discussion ensued relative to stress involved with patient care and the fire department staff's goal of a positive outcome; private carrier versus provided in-house; overall financial picture (budget changes; charges for ALS versus BLS; and how much City may bill back as required by law); call volumes from Patriot's Landing since they have professional staff available; better voter turnout in the primary versus "off" elections season; type of services provided by an ALS; and firefighters' interest in being trained as paramedics.

Public Comments:

Renee Buck, 301 Brandywine Avenue, spoke about citizen know September Parks and Recreation September 16th Moonlit Walk at Sequelitchew Creek.

Approval of Consent Agenda Items:

- Regular Council Meeting Minutes – August 9, 2016;
- Claims Vouchers List – August 23, 2016;
- Resolution declaring Certain Property as Surplus and Authorizing its Sale, Trade-In or Disposal.

A motion was made and seconded to approve the Consent Agenda (Helder/Gorski); 6/0 motion carried.

Discussion Items

2017 Lodging Tax Advisory Committee (LTAC) Grant Funding Recommendations

Finance Director Barry presented the LTAC's recommendation for the 2017 grant funding and for City Council's approval at the September 13th Council meeting. She indicated that there were 27 applications totaling over \$350,000; summarized the LTAC guidelines and the different programs being recommended for funding; and explained the Hotel Motel Tax 2016-2017 budget with a conservative 30% estimated increase in revenue in 2017 expected to be received with the two hotels being built.

City Administrator Danek reminded the City Council that Council may only accept or reject in full each project being recommended by LTAC, per State law. He thanked the LTAC members for their efforts.

It was explained that "outward focus" meant targeting visitors who travel more than 50 miles to and from DuPont, versus "localized".

Councilmembers Gasak and Gorski both expressed their concern with language regarding "offset lost revenue for the Home Course" that they won't support and the number of golf related activities.

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Discussion ensued on what it meant to have some of the projects deferred and how the Cherry Blossom Tea is a tourist draw, but that in spite of its small turnout, the funding is commensurate with the number of outside visitors it gets.

Councilmember Corp asked whether the application process will be revised to include budget requirements as part of future funding application guidelines; and how business revenues generated in the City is measured by how long each of the events occur.

Councilmember Gasak expressed the need for more funding of the DuPont museum.

Councilmember Coffey spoke about various City events and expressed concerns with the holiday bazaar being deferred when the museum keeps track of where their visitors come from. She then asked about online advertising only for Hudson Bay Days and better outreach.

Mayor’s Report:

Mayor Courts reported on the following:

- September 10th – grand opening of the Off-leash dog area at the PowderWorks Park with a Seahawks rally;
- ALS forum will follow after said grand opening;
- League of Women voters will be sponsoring a forum in September or October for the Pierce County Council Position 6;
- American Legion will host a October 27 candidates forum for the County Council and Executive level, and 28th State Representative and Senate positions;
- Zippia survey has ranked DuPont as the 7th Most Successful City in Washington State out of 118 cities with population greater than 5,000.

City Administrator’s Report:

City Administrator Danek reported on the following:

- Wilmington Overlay Project will be completed by August 26th;
- Interstate 5 traffic due to road construction and JBLM air show this weekend;
- Big truck alternate routes near JBLM at Chevron gas station;
- Moonlit Walk and Salmon Bake on September 16th;
- Out of the office on August 24th.

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Mayor Courts left the meeting.

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Council Reports:

Councilmember Coffey spoke about the car show and Hudson Bay Days she attended helping at the crafts table. She expressed her appreciation for Renee Buck and to DuPont Troupe 472 Boy Scouts for their help at the event.

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Mayor Courts returned to the meeting.

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Councilmember Helder reported on the huge success of the off-leash dog area with positive reviews he received and thanked everyone who made it a reality. He asked about

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Agenda Item # 8a.

out-of-town visitors relative to dog permitting requirements. City Attorney Karg indicated that pet licensing from any jurisdiction is allowed.

Deputy Mayor Westman spoke about quick response time of the animal control officer relative to two stray dogs and how to get these dogs licensed by the owner.

Councilmember Gasak spoke about her experience with her dogs at the off-leash dog park and asked for possible clear signs of big dog and small dog areas.

Department Reports:

Councilmember Corp asked about the irrigation heads inspections; and information on the nature of animal calls.

Councilmember Helder asked the reason behind an officer changing the use of a motorcycle to a police car prior to responding to a call.

Police Chief Sheehan gave an update regarding an investigation involving a 10-year old female near a trail and a suspect on the loose.

Unfinished Business:

None.

New Business:

None.

Public Comment:

David Bungert, 2702 McArthur Street, asked that the City come up with better and more current solutions when reviewing the prospect of implementing Advanced Life Support (ALS) in the City.

Council Comment:

Councilmember Coffey spoke about a citizen concern with moving a mailbox at a city's expense due to safety/medical concerns.

Adjournment:

Mayor Courts adjourned the meeting at 8:41 P.M.

City of DuPont:

Mike Courts, Mayor

Attest:

Tiffany Graves, Interim City Clerk

Payroll

Pay Type Register

User: pbarry
 Printed: 09/08/2016 - 9:29AM
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 Period Date Range: 08/01/2016 to 08/15/2016
 Batch Info: All
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Agenda Item # 8b.



Department	Pay Type	Description	Hours	Amount
A1				
	AOC	Acting Out of Class	0.00	109.12
	LG	Longevity Pay	0.00	68.87
	OO	Opt Out of Medical Ins	0.00	402.38
	R	Regular	441.75	16,070.53
	S	Sick	18.00	503.90
	V	Vacation	16.00	397.60
		Department Total	475.75	17,552.40
BLDG1				
	LG	Longevity Pay	0.00	158.10
	R	Regular	176.00	6,502.32
		Department Total	176.00	6,660.42
F1				
	AOC	Acting Out of Class	0.00	101.20
	BC	BANK COMP TIME	0.75	0.00
	C	Comp Time Used	8.00	213.04
	R	Regular	416.00	11,949.52
	U	Unpaid Hours	16.00	0.00
		Department Total	440.75	12,263.76
F2				
	AOC	Acting Out of Class	0.00	16.88
	BF	Bank Comp Time - Fire	4.00	0.00
	EI	Education Incentive	0.00	537.22
	FH	Floating Holiday	10.00	492.10
	FS	Firefighter EMT Special	0.00	781.54
	FS2	Firefighter 2 Specialty P	0.00	533.50
	KD	Kelly Day	168.00	0.00
	LG	Longevity Pay	0.00	816.00
	OC	On Call / Out of Class	0.00	150.00
	OCB	OT for Call Back	25.50	921.57
	OO	Opt Out of Medical Ins	0.00	201.49
	OSC	OT for Shift Coverage	148.00	6,078.52
	R	Regular	1,152.70	33,332.85
	S	Sick	68.00	2,319.04
	V	Vacation	72.00	1,927.44
	VC	Vacation Cash Out - aut	14.50	407.60

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Department

Pay Type

Description

Agenda Item # 8b.

Department	Pay Type	Description	Hours	Amount
Department Total			1,662.70	48,515.75
P1				
	BC	BANK COMP TIME	4.00	0.00
	CM	Community Resource O	0.00	64.57
	CR	Crime Response Unit 2%	0.00	144.80
	CV	Commercial Vehicle 2%	0.00	70.73
	DT	Detective 5%	0.00	164.67
	FA	Firearms Instructor 2%	0.00	209.60
	FH	Floating Holiday	41.50	1,464.92
	FT	Field Training Officer 3%	0.00	640.57
	LG	Longevity Pay	0.00	607.58
	MC	Metro Collision Team 1%	0.00	35.38
	OC	On Call / Out of Class	0.00	150.00
	OCB	OT for Call Back	3.00	166.68
	OSE	OT for City Special Eve	25.50	1,185.31
	OT	Overtime	48.75	2,385.80
	OTR	OT for Training/Training	3.00	133.29
	R	Regular	960.00	32,154.01
	S	Sick	8.00	410.88
	V	Vacation	76.50	2,471.94
	VC	Vacation Cash Out - aut	7.67	274.28
Department Total			1,177.92	42,735.01
PL1				
	R	Regular	93.00	4,134.67
	U	Unpaid Hours	83.00	0.00
Department Total			176.00	4,134.67
PW1				
	BC	BANK COMP TIME	6.00	0.00
	C	Comp Time Used	0.50	9.49
	FH	Floating Holiday	8.00	378.48
	LG	Longevity Pay	0.00	671.00
	OC	On Call / Out of Class	0.00	600.00
	OCB	OT for Call Back	3.00	124.89
	OO	Opt Out of Medical Ins	0.00	802.30
	OT	Overtime	8.75	322.00
	R	Regular	1,153.25	29,766.35
	S	Sick	20.50	449.39
	U	Unpaid Hours	4.00	0.00
	V	Vacation	130.75	3,501.23
Department Total			1,334.75	36,625.13
Report Total			5,443.87	168,487.14

Payroll

Deduction Register - Totals Only

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Agenda Item # 8b.



	<u>Amount</u>
D2r: AWC-Dental Plan E (Employer)	3,970.70
DORL2R: LEOFF 2 - EMPLOYER	4,497.18
DORP1R: PERS 1 - EMPLOYER	334.87
DORP2R: PERS 2 - EMPLOYER	7,383.77
DORP3R: PERS 3D - EMPLOYER	1,047.86
ESD1: UNEMPLOYMENT	323.48
FICAR: FICA Employer Portion	7,551.48
IAFER1: IAFF- Nationwide 457- 1% Match	290.58
IAFER2: IAFF-Nationwide 457-Flat Match	25.00
IAFFER: IAFF Nationwide 457 - ER	2,331.87
ICMAR1: ICMA Employer 1% matching	637.75
ICMA-R: ICMA--EMPLOYER %	1,932.12
L&I-ER: L&I - Employer	5,111.93
L1: AWC - LIFE	264.00
LIX: Life Ins - Exempt	125.25
M4: Group Health \$10 CoPay	5,886.83
M5: AWCHealthFirst HSA	34,860.11
M5-C: AWCHealthFirst HSA Correction	4.63
MEDIR: Medicare Employer Portion	2,442.31
T1: AWC - LTD	952.68
V1: AWC - Vision	1,325.73
WDEN: Willamette Dental	929.80
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Report Total:	82,229.93
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Payroll

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Agenda Item # 8b.



Department	Pay Type	Description	Hours	Amount
A1				
	FH	Floating Holiday	15.00	629.57
	LG	Longevity Pay	0.00	80.47
	OO	Opt Out of Medical Ins	0.00	402.38
	R	Regular	466.00	17,279.37
	V	Vacation	24.00	670.56
		Department Total	505.00	19,062.35
BLDG1				
	LG	Longevity Pay	0.00	172.47
	R	Regular	192.00	7,093.44
		Department Total	192.00	7,265.91
C1				
	R	Regular	58.00	3,925.00
		Department Total	58.00	3,925.00
F1				
	AOC	Acting Out of Class	0.00	110.40
	BC	BANK COMP TIME	5.00	0.00
	C	Comp Time Used	0.50	11.46
	OT	Overtime	1.50	58.14
	R	Regular	467.75	13,275.01
	V	Vacation	11.75	312.90
		Department Total	486.50	13,767.91
F2				
	AOC	Acting Out of Class	0.00	135.36
	EI	Education Incentive	0.00	451.78
	FS	Firefighter EMT Special	0.00	760.95
	FS2	Firefighter 2 Specialty P	0.00	519.00
	KD	Kelly Day	104.00	0.00
	LG	Longevity Pay	0.00	823.43
	OC	On Call / Out of Class	0.00	150.00
	OCB	OT for Call Back	60.00	2,584.08
	OO	Opt Out of Medical Ins	0.00	201.49
	OSC	OT for Shift Coverage	32.50	1,445.51
	OT	Overtime	31.00	980.22

Department	Pay Type	Description	Hours	Amount
	R	Regular	1,305.70	34,638.08
	S	Sick	106.00	3,316.62
	V	Vacation	58.00	1,925.62
	VC	Vacation Cash Out - aut	18.18	496.25
		Department Total	1,715.38	48,428.39
P1				
	BC	BANK COMP TIME	66.00	0.00
	CM	Community Resource O	0.00	61.90
	CR	Crime Response Unit 2%	0.00	197.23
	CV	Commercial Vehicle 2%	0.00	77.41
	DT	Detective 5%	0.00	228.69
	FA	Firearms Instructor 2%	0.00	214.58
	FH	Floating Holiday	42.50	1,306.23
	FT	Field Training Officer 3%	0.00	754.42
	LG	Longevity Pay	0.00	723.47
	MC	Metro Collision Team 1%	0.00	38.71
	OC	On Call / Out of Class	0.00	150.00
	OCB	OT for Call Back	3.00	166.68
	OSC	OT for Shift Coverage	30.00	1,666.80
	OSE	OT for City Special Eve	28.50	1,440.80
	OT	Overtime	112.75	5,351.55
	OTR	OT for Training/Training	2.50	111.08
	R	Regular	1,087.00	36,172.47
	S	Sick	3.50	112.74
	V	Vacation	60.00	1,932.60
	VC	Vacation Cash Out - aut	12.01	422.04
	WC	WACOP LTD	0.00	1,067.99
		Department Total	1,447.76	52,197.39
PL1				
	R	Regular	104.00	4,321.68
	U	Unpaid Hours	96.00	0.00
	V	Vacation	8.00	363.92
		Department Total	208.00	4,685.60
PW1				
	BC	BANK COMP TIME	10.50	0.00
	C	Comp Time Used	10.75	323.46
	LG	Longevity Pay	0.00	737.13
	OC	On Call / Out of Class	0.00	600.00
	OO	Opt Out of Medical Ins	0.00	802.30
	OOO	OT for PW On-Call	7.00	291.41
	OSE	OT for City Special Eve	1.00	41.63
	OT	Overtime	9.00	345.69
	R	Regular	1,242.00	33,401.39
	S	Sick	16.25	336.72
	u	Unpaid Hours	64.00	0.00
	V	Vacation	95.50	2,579.19
	VO	Vacation Cash Out - Ma	12.14	172.54
		Department Total	1,468.14	39,631.46

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Department

Pay Type

Description

Agenda Item # 8b.

Hours

Amount

Report Total

6,080.78

188,964.01

Payroll

Deduction Register - Totals Only

User: pbarry
 Printed: 9/8/2016 - 9:23 AM
 Check Date Range: All
 Period End Range: 08/16/2016 to 08/31/2016
 Batch Info: All
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Agenda Item # 8b.



	Amount
DCPE: DCP- Employer Match% Salary	24.05
DORL2R: LEOFF 2 - EMPLOYER	4,877.00
DORP1R: PERS 1 - EMPLOYER	312.73
DORP2R: PERS 2 - EMPLOYER	8,125.93
DORP3R: PERS 3D - EMPLOYER	1,176.65
ESD1: UNEMPLOYMENT	352.89
FICAR: FICA Employer Portion	8,861.89
IAFER1: IAFF- Nationwide 457- 1% Match	290.58
IAFER2: IAFF-Nationwide 457-Flat Match	25.00
IAFFER: IAFF Nationwide 457 - ER	2,298.95
ICMAR1: ICMA Employer 1% matching	661.58
ICMA-R: ICMA--EMPLOYER %	2,027.42
L&I-ER: L&I - Employer	5,488.82
MEDIR: Medicare Employer Portion	2,739.25
PERSER: PERS Employer Correction	-153.07
WACOP: WA COP LTD - Benefit	1,067.99
Report Total:	38,177.66



CLAIMS VOUCHER APPROVAL

We hereby certify that the goods and/or services charged on the vouchers listed on the following pages have been furnished to the best of our knowledge. We further certify the following pages of claims to be valid and correct.

City Administrator

Finance Director

We, the undersigned Council members of the DuPont City Council, DuPont, Washington, do hereby certify that the voucher-check numbers 33011 through 33134 are approved for payment in the amount of \$158,021.34 this 13th day of September 2016.

Mayor

Councilmember

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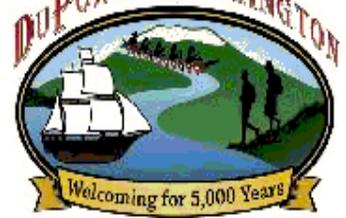
Accounts Payable

Checks by Date - Detail by Check Date

User: pbarry
Printed: 9/8/2016 9:32 AM

City of DuPont
1700 Civic Drive
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Agenda Item # 8b.



Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
33011	UB*01839 111343-000	Jason or Alyssa Albano	08/18/2016	51.69
Total for Check Number 33011:				51.69
33012	UB*01834 108419-000	Andrew Bombardier	08/18/2016	51.69
Total for Check Number 33012:				51.69
33013	UB*01826 112993-000	Alexis Bridley	08/18/2016	45.46
Total for Check Number 33013:				45.46
33014	UB*01838 110992-000	Alyssa or Joshua Broughton	08/18/2016	64.30
Total for Check Number 33014:				64.30
33015	UB*01837 110584-001	Karl or Amanda Buckingham	08/18/2016	67.50
Total for Check Number 33015:				67.50
33016	UB*01827 113001-000	Shoko Yokoyama and Anthony Capalad	08/18/2016	45.27
Total for Check Number 33016:				45.27
33017	UB*01835 108692-000	Brian or Alden Cornwell	08/18/2016	100.00
Total for Check Number 33017:				100.00
33018	UB*01828 113303-000	Jacob and Chrystal Dutton	08/18/2016	47.66
Total for Check Number 33018:				47.66
33019	UB*01843 111741-001	Jocelyn or Samuel Echaure	08/18/2016	51.69
Total for Check Number 33019:				51.69
33020	UB*01844 111772-000	Billy Gall	08/18/2016	39.22
Total for Check Number 33020:				39.22
33021	UB*01847 112454-000	Rick Johns	08/18/2016	68.55

Agenda Item # 8b.

...	Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
				Total for Check Number 33021:	68.55
	33022	UB*01831 002707-001	Tim Kittelberger	08/18/2016	19.76
				Total for Check Number 33022:	19.76
	33023	UB*01833 107767-000	James or Younghee Lawrence	08/18/2016	67.50
				Total for Check Number 33023:	67.50
	33024	UB*01846 112119-000	Marsha Lewis	08/18/2016	12.46
				Total for Check Number 33024:	12.46
	33025	UB*01832 106503-000	Dana Luxon	08/18/2016	51.69
				Total for Check Number 33025:	51.69
	33026	UB*01829 113349-000	Jessica and Joshua McChrystal	08/18/2016	23.73
				Total for Check Number 33026:	23.73
	33027	UB*01845 112068-000	John and Kari Monreal	08/18/2016	53.57
				Total for Check Number 33027:	53.57
	33028	UB*01836 108841-000	Adam Myers	08/18/2016	51.69
				Total for Check Number 33028:	51.69
	33029	UB*01841 111689-000	Sarah or Joseph Pace	08/18/2016	125.22
				Total for Check Number 33029:	125.22
	33030	UB*01840 111555-000	Ariane or Michael Pardubsky	08/18/2016	51.69
				Total for Check Number 33030:	51.69
	33031	UB*01825 112665-000	Adam Root	08/18/2016	79.04
				Total for Check Number 33031:	79.04
	33032	UB*01842 111701-001	Ramona Silafau	08/18/2016	100.00
				Total for Check Number 33032:	100.00
	33033	UB*01830 113898-000	Chandan Singh	08/18/2016	51.69
				Total for Check Number 33033:	51.69

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for 8/18/2016:	1,321.07
33034	ARAMARK 1988699750 1988699750 1988699750 1988699750 1988699750 1988731782 1988731782 1988731782 1988731782 1988731782	Aramark Uniform Services Uniform Cleaning Uniform Cleaning Uniform Cleaning Uniform Cleaning Uniform Cleaning Uniform Cleaning Uniform Cleaning Uniform Cleaning Uniform Cleaning Uniform Cleaning	08/22/2016	7.95 7.94 7.95 7.95 7.95 7.92 7.91 7.92 7.91 7.92
			Total for Check Number 33034:	79.32
33035	CALIBRE 41797	Calibre Press Management Training Class - Amy/ Spokane	08/22/2016	329.00
			Total for Check Number 33035:	329.00
33036	COSTCO 1242310 1242310	Capital One Commercial NNO Supplies - PD NNO Supplies/ Coffee - Amy/ Parks	08/22/2016	886.93 10.45
			Total for Check Number 33036:	897.38
33037	QWEST 2539125102 944B 2539125102 944B 2539125102 944B 2539125102 944B 2539125210 753B	CenturyLink 253-912-5102 944B PW Shop Fax 253-912-5102 944B PW Shop Fax 253-912-5102 944B PW Shop Fax 253-912-5102 944B PW Shop Fax 253-912-5210 753B CivicCtr Ext	08/22/2016 253-912-5102 944B 253-912-5102 944B 253-912-5102 944B 253-912-5102 944B 253-912-5210 753B	11.04 36.79 11.04 14.71 229.14
			Total for Check Number 33037:	302.72
33038	LAKEWOOI MC-00092	City of Lakewood Monthly Court Svcs Fee	08/22/2016 Acct #0262	9,171.00
			Total for Check Number 33038:	9,171.00
33039	CIVICPLU 159563	CivicPlus Website Hosting Fee	08/22/2016	3,000.00
			Total for Check Number 33039:	3,000.00
33040	CODEPUB 53968	Code Publishing Inc DuPont Municipal Code Update/HTML update	08/22/2016	247.52
			Total for Check Number 33040:	247.52
33041	COMCAST 35 013 0108401 35 013 0108401 35 013 0108401 35 013 0108401	Comcast 303 Louviers internet 303 Louviers internet 303 Louviers internet 303 Louviers internet	08/22/2016 35 013 0108401 35 013 0108401 35 013 0108401 35 013 0108401	73.73 22.11 29.49 22.12
			Total for Check Number 33041:	147.45
33042	COMBUS	Comcast Business	08/22/2016	

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Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	35 013 0340616	City Hall Internet	35 013 0340616	150.67
			Total for Check Number 33042:	150.67
33044	HISTSOC REIMB 8/18	DuPont Historical Society LT6-017 Reimbursement for Motorist Permit Fee	08/22/2016	815.00
			Total for Check Number 33044:	815.00
33045	GRGR 9190232257	Grainger Hydrometer for Water Density Meter - PW	08/22/2016	39.81
			Total for Check Number 33045:	39.81
33046	HFE 505227	Hughes Fire Equipment Inc. Pump and Intake Valves for repairs on E-26 - FD	08/22/2016	1,032.00
			Total for Check Number 33046:	1,032.00
33047	HUMANE IVC0001675	Humane Society for Tacoma and Pierce Co Boarding Contract	08/22/2016 CITY-03	504.93
			Total for Check Number 33047:	504.93
33048	JIFE 328832 330299	J & I Power Equipment Inc. Muffler, Air Filter and other supplies - PW Switch Delta Part - PW	08/22/2016	853.01 77.23
			Total for Check Number 33048:	930.24
33049	JIFFY 102850544 102850551	Jiffy Lube Oil Change and Service #093 - PD Oil Change/ Battal-25 - FD	08/22/2016	97.01 104.26
			Total for Check Number 33049:	201.27
33050	LANGD REFUND 7/12	Denise Lang Rental Deposit Refund - Powderworks Park/ Par	08/22/2016	50.00
			Total for Check Number 33050:	50.00
33051	LNRDM 20160731	LexisNexis Risk Solutions Data Management System	08/22/2016 Acct #1185180	54.40
			Total for Check Number 33051:	54.40
33052	LIFEAST 760712	Life-Assist, Inc. Nitrile Gloves - FD	08/22/2016	97.54
			Total for Check Number 33052:	97.54
33053	MINNEARJ REFUND 8/12	Johnny Minnear Rental Deposit Refund - Powderworks / Parks	08/22/2016	50.00
			Total for Check Number 33053:	50.00
33054	MITCHELD REFUND 8/13	Destiny Mitchell Rental Deposit Refund - Sellers/ Parks	08/22/2016	50.00
			Total for Check Number 33054:	50.00
33055	MES IN1050352	Municipal Emergency Svs. Inc. PPE Alteration - FD	08/22/2016	90.38

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
Total for Check Number 33055:				90.38
33056	NATW NNO4593	National Association of Town Watch NNO Event Supplies (Shirts,Hats, Ballons) - PD	08/22/2016	562.25
Total for Check Number 33056:				562.25
33057	FLEXPLAN 10058164	Navia Benefit Solutions Post Deductible HRA Minimum Fee - July	08/22/2016	100.00
Total for Check Number 33057:				100.00
33058	ORKIN	Orkin Pest Control, Inc.	08/22/2016	
	111482934	301 Louviers pest control		13.68
	111482934	301 Louviers pest control		18.25
	111482934	301 Louviers pest control		13.68
	111482934	301 Louviers pest control		45.62
	111535235	301 Louviers pest control		18.25
	111535235	301 Louviers pest control		13.68
	111535235	301 Louviers pest control		45.62
	111535235	301 Louviers pest control		13.68
	111745618	301 Louviers pest control		13.68
	111745618	301 Louviers pest control		18.25
	111745618	301 Louviers pest control		13.68
	111745618	301 Louviers pest control		45.62
	111746969	Museum Pest Control		97.38
Total for Check Number 33058:				371.07
33059	PAO S6630-11	Pacific Office Automation PD copier lease - C284E, C454E	08/22/2016 900-0242071-000	348.86
Total for Check Number 33059:				348.86
33060	PHelpSS REFUND 8/19	Samantha Phelps Rental Deposit Refund - Powderworks/ Parks	08/22/2016	50.00
Total for Check Number 33060:				50.00
33061	PCBGT&F CI-220032	Pierce County Budget & Finance 2nd QTR 2016 Liquor Excise & Profit Taxes	08/22/2016	593.23
Total for Check Number 33061:				593.23
33062	SHenkELL REFUND 8/14	Lydia Shenkel Rental Deposit Refund - Powderworks/ Parks	08/22/2016	50.00
Total for Check Number 33062:				50.00
33063	STAPLES	Staples Advantage	08/22/2016	
	8040120878	#3308578697 Operating Supplies - Cent Cvs		105.58
	8040120878	#3308578697 Operating Supplies - Museum		9.28
	8040120878	#3308578695 Operating Supplies - Cent. Cvs		87.75
	8040120878	#3308578696 Operating Supplies - FD		452.40
	8040210679	#3309140610 Operating Supplies - Planning		67.56
	8040210679	#3309140609 Vacuum (facility attend.) - Cent. C		154.21
	8040210679	#3309140609 Operating Supplies - Cent. Cvs		58.01
	8040210679	#3309140608 Operating Supplies/ Toner - FD		288.10
	8040317359	#3309974955 Operating Supplies - Cent. Cvs		29.67
	8040317359	#3309974955 Operating Supplies - Facilities/PW		19.03
	8040317359	#3309974955 Operating Supplies - Facilities/PW		56.34

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...	Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
		8040317359	#3309974957 Operating Supplies - Cent. Cvs		77.45
				Total for Check Number 33063:	1,405.38
33064	TNT		The News Tribune	08/22/2016	
	256347 JUL 2016		Legal Ads - Legal		378.85
	256347 JUL 2016		Legal Ads - Tourism		161.25
	256347 JUL 2016		Legal Ads - Parks		72.01
	256347 JUL 2016		Legal Ads - PW/Water		791.27
	256347 JUL 2016		Legal Ads - Planning		419.46
				Total for Check Number 33064:	1,822.84
33065	TIMBERWO		Timberwolf Tree Service, Inc.	08/22/2016	
	8/11/16		Take Down of Dying/ Wind Damaged Trees - Gr		2,012.80
				Total for Check Number 33065:	2,012.80
33066	TRIAIR		TRI Air Testing Inc.	08/22/2016	
	100567		NFPA 1989 Air Analysis - FD		164.00
				Total for Check Number 33066:	164.00
33067	VERIZON		Verizon Wireless	08/22/2016	
	9769729741		Mobile to Mobile Card Swiper		30.06
				Total for Check Number 33067:	30.06
33068	WSP		Wa State Patrol	08/22/2016	
	I17000558		Background Checks - July 2016		36.00
				Total for Check Number 33068:	36.00
33069	WESMAR		Wesmar Company Inc.	08/22/2016	
	230917		Drum of Sodium Hypochlorite/ Water Treatment		587.30
				Total for Check Number 33069:	587.30
33070	WILSONJE		Jeffrey Wilson	08/22/2016	
	REIMB 8/11		Mileage Reimbursement - Pierce Co. Small City		27.00
				Total for Check Number 33070:	27.00
33071	ZOLL		ZOLL	08/22/2016	
	9028762		Fire RMS Service- Aug. 2016		282.88
				Total for Check Number 33071:	282.88
				Total for 8/22/2016:	26,684.30
33072	UB*01849		Stephanie Beavers	08/24/2016	
	002209-005				10.91
				Total for Check Number 33072:	10.91
33073	UB*01854		Kevin Boll	08/24/2016	
	101957-001				51.69
				Total for Check Number 33073:	51.69
33074	UB*01858		Mark or Martha Bushnell	08/24/2016	

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Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	104071-000			265.00
			Total for Check Number 33074:	265.00
33075	UB*01862 112940-000	Allison Cranston	08/24/2016	42.36
			Total for Check Number 33075:	42.36
33076	UB*01857 103394-000	Tommy or Josephine Gallegos	08/24/2016	194.79
			Total for Check Number 33076:	194.79
33077	UB*01848 000337-000	DOMENICK GONCALVES	08/24/2016	4.22
			Total for Check Number 33077:	4.22
33078	UB*01851 02583-005	John Goring	08/24/2016	38.65
			Total for Check Number 33078:	38.65
33079	UB*01860 112431-000	Robert Gillis Jester	08/24/2016	109.45
			Total for Check Number 33079:	109.45
33080	UB*01859 10855-001	Peter Niedzielski	08/24/2016	29.88
			Total for Check Number 33080:	29.88
33081	UB*01855 102631-000	Colette Parrotte	08/24/2016	44.09
			Total for Check Number 33081:	44.09
33082	UB*01850 002389-001	Jarret Sands	08/24/2016	109.26
			Total for Check Number 33082:	109.26
33083	UB*01863 113964-000	Peter Weber	08/24/2016	86.08
			Total for Check Number 33083:	86.08
33084	UB*01853 100843-003	David or Jennifer Wilcox	08/24/2016	26.84
			Total for Check Number 33084:	26.84
33085	UB*01861 112503-000	Brittany and Brad Wood	08/24/2016	21.81
			Total for Check Number 33085:	21.81
33086	UB*01852 003071-001	Terry Yeager	08/24/2016	5.08

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for Check Number 33086:	5.08
33087	UB*01856 102840-000	John Yearwood	08/24/2016	22.14
			Total for Check Number 33087:	22.14
			Total for 8/24/2016:	1,062.25
33088	DUPONT	City of DuPont	08/26/2016	
	06.2016	105189-000 1302 Sinclair		874.20
	06.2016	002668-000 1350 Frmn Rd Storm		267.75
	06.2016	002668-001 Bell Res Storm		183.60
	06.2016	002668-002 1395 Griggs IRR		461.88
	06.2016	002668-003 2850 McNeil IRR		334.56
	06.2016	002668-005 - Powderwks DOM		350.70
	06.2016	002668-006 Powderworks IRR		3,235.60
	06.2016	000031-000 412 Barksdale Ave		1,166.77
	06.2016	000050-000 Museum IRR		992.08
	06.2016	001305-000 301 Louviers		52.47
	06.2016	001305-000 301 Louviers		174.90
	06.2016	001305-000 301 Louviers		52.47
	06.2016	001306-000 City Reservoir		153.00
	06.2016	001316-000 Hoffmn/Burnsd Share		1,104.79
	06.2016	001575-000 N1892 Jensen Shared		738.53
	06.2016	111387-000 Controller H-Shared		202.65
	06.2016	103728-004 - 1780 Civic -Fire		983.76
	06.2016	103728-005 - 1780 Civic Fireline -Police		35.46
	06.2016	103728-005 - 1780 Civic Fireline - Fire		23.64
	06.2016	106229-000 Bobs/Wallace Shared		247.98
	06.2016	001302-000 McNeil Ph II Shared		775.76
	06.2016	001302-001 McNeil Ph I Shared		3,078.86
	06.2016	001305-000 301 Louviers		69.96
	06.2016	102790-000 Chief Leschi IRR		3,687.00
	06.2016	102790-001 - 1695 Burnshide/HH Well		159.70
	06.2016	103728-000 - 1700 Civic Irrigation		164.96
	06.2016	103728-001 - 1700 Civic Irrigation		876.88
	06.2016	103728-003 - 1700 Civic Fireline		59.10
	06.2016	103728-004 - 1780 Civic Police		655.84
	06.2016	000010-000 120 Barksdale Ave		780.88
	06.2016	100718-000 2200 Tolmie IRR		477.20
	06.2016	000053-001 Wilmington & Ross		543.38
	06.2016	100906-001 1205 Griggs - Shared		128.29
	06.2016	100947-000 Village Green IRR		2,311.60
	06.2016	101122-000Tract I Park		103.28
	06.2016	101351-000 2226 Palisade IRR		103.28
	06.2016	000051-000 Museum Domestic		139.40
	06.2016	000053-000 303 Barksdale Ave		105.00
	06.2016	000075-000 610 Louviers		230.58
	06.2016	000796-000 Palisd/Bob's shared		331.79
	06.2016	000882-000 Grn Belt/Vlt shared		4,512.14
	06.2016	000886-000 Grn Belt/Vt Shared		2,377.80
	06.2016	000892-000 Int'l Pl Rght Share		2,681.20
	06.2016	000893-001 Int'l Plc Lft		894.80
	06.2016	000897-000 Befr Crk Vlt Right		6,382.48
	06.2016	000898-000 Ind Rd Vault left		3,256.74
	06.2016	000900-00Cntr Dr Vlt lft-Share		3,078.41
	06.2016	000099-000 303 Louviers		143.58

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Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
06.2016		000099-000 303 Louviers		107.69
06.2016		000099-000 303 Louviers		358.95
06.2016		000099-000 303 Louviers		107.68
06.2016		002668-007 Powderwks Pk Storm		512.55
06.2016		102790-003 120 Barksdale Fount		103.28
06.2016		108857-000 Stormwater cleaning		105.00
06.2016		102790-005 Lumpston Pk fountai		103.28
06.2016		108388-000 Pump Stn Rt-shared		608.93
06.2016		102790-004 Garry Oaks fountain		103.28
06.2016		108390-000 1280 Bell Hill IRR		524.05
06.2016		001799-001 NWL HH & Brown		995.06
06.2016		001316-000 Hoffman/Burnsd sh		473.48
06.2016		001302-001 McNeil Ph 1 shared		1,291.14
06.2016		001302-001 McNeil Ph 1 - share		595.91
06.2016		000892-000 Int'l Pl Rght share		670.30
06.2016		000893-001 Int'l Place Left		223.70
06.2016		000898-000 Ind'l Rd Vault Left		814.19
06.2016		000900-00Center Dr Vlt -shared		769.60
06.2016		000950-000 Kelly Green/McLeod		931.28
06.2016		000897-000 bef Crk vault right		1,595.62
06.2016		000882-000 Grn Belt Vlt shared		1,128.03
06.2016		002668-003 2850 McNeil		780.64
06.2016		112610-000 Ridgeview & Brownn		2,333.26
06.2016		112117-000 Hoffman Hill IRR		1,454.48
06.2016		001307-000 Barksdale Storm		122.40
06.2016		000053-001 Wilmington & Ross		135.85
06.2016		002668-006 Powderworks IRR		808.90
06.2016		100906-001 1205 Griggs Shared		32.07
06.2016		100947-000 Village Green IRR		577.90
06.2016		103728-001 - 1700 Civic Irriga		219.22
06.2016		103728-000 - 1700 Civic Irriga		41.24
06.2016		103728-002 1700 Civic/DOM		1,303.45
06.2016		112117-000 Hoffman Hill IRR		363.62
06.2016		111387-000 Controller H-Shared		810.58
06.2016		108388-000 Pump Stn Rt-shared		152.23
06.2016		108390-000 1280 Bell Hill IRR		131.01
06.2016		112968-000 Clocktower restroom		105.00
Total for Check Number 33088:				71,241.53
33089	ARAMARK	Aramark Uniform Services	08/26/2016	
	1988753044	Uniform Cleaning		7.91
	1988753044	Uniform Cleaning		7.92
	1988753044	Uniform Cleaning		7.91
	1988753044	Uniform Cleaning		7.92
	1988753044	Uniform Cleaning		7.92
Total for Check Number 33089:				39.58
33090	BOARDVOL	Board for Vol Firefighters	08/26/2016	
	Reserves Aug.	Volenteer FF relief & Pansion Fund - Soelling/Jc		90.00
Total for Check Number 33090:				90.00
33091	BRATWEAR	BratWear	08/26/2016	
	19560	New Equipment for Barnes - PD		870.17
Total for Check Number 33091:				870.17
33092	BWN	BrightWire Networks, LLC	08/26/2016	
	11042	IT Professional Svcs - VPN Service		455.33

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
Total for Check Number 33092:				455.33
33093	BROWNE 2016300	Brown Electric, LLC Electrical Services - Trouble shoot / Replacemen	08/26/2016	2,374.57
Total for Check Number 33093:				2,374.57
33094	BUILDEX 1051365	Builders Exchange of Washington Inc. Historic Village Water Main Replacement Online	08/26/2016	56.15
Total for Check Number 33094:				56.15
33095	BUNCE 172976-1 173258-1	Bunce Rental Inc. Yrd of Concrete / Trailer Rental - PW Yrd of Concrete / Trailer Rental - Wilmington W	08/26/2016	177.60 177.60
Total for Check Number 33095:				355.20
33096	QWEST 206T011133 454B 206T367078 390B	CenturyLink 206T011133 454B Police T-Line 206T367078 390B Data Circuits	08/26/2016 206T011133 454B 206T367078 390B	467.30 505.37
Total for Check Number 33096:				972.67
33097	COMCAST 35 013 0108401 35 013 0108401 35 013 0108401 35 013 0108401	Comcast 303 Louviers internet 303 Louviers internet 303 Louviers internet 303 Louviers internet	08/26/2016 35 013 0108401 35 013 0108401 35 013 0108401 35 013 0108401	70.36 21.11 28.14 21.11
Total for Check Number 33097:				140.72
33098	DJC 3315912	Daily Journal of Commerce Historic Village Water Main news Advertisement	08/26/2016	456.30
Total for Check Number 33098:				456.30
33099	EHC 858399	Emerald Hills Coffees Coffee Service Supplies - PD	08/26/2016 Cust #28020	28.67
Total for Check Number 33099:				28.67
33100	FOREMANK REFUND 8/5	Kathryn Foreman Auction Item Refund - Never Recieved Item	08/26/2016	120.00
Total for Check Number 33100:				120.00
33101	GALLS 005809516	Galls Inc Under Amour Boots - Holt	08/26/2016	140.29
Total for Check Number 33101:				140.29
33102	GRGR 9188562764	Grainger Needle Valve Replacement at Hoffman Well #2	08/26/2016	101.40
Total for Check Number 33102:				101.40
33103	G&O 12251.00-26 13269.00-28 14259.00-12 14552.00-15	Gray & Osborne Inc. 12251.00 Northwest Logistics Center #2 13269.00 Home 2 Suites at Barksdale 14259.00 Bell Hill Booster Station Upgrades 14552.00 Williamson Lot 10 Construction	08/26/2016	672.66 1,238.08 1,337.51 281.10

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Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	15206.01-16	15206.01 Hoffman Hill BS Eval		251.16
	15236.00-13	15236.00 Intel Prop Short Plat		1,243.88
	15242.00-16	15242.00 Fairfield Inn		1,829.91
	15258.00-13	15258.00 Historic Village Water Mains		4,468.82
	15271.01-9	15271.01 Museum Roof and Siding Replacemen		289.00
	16205.01-7	16205.01 Off Leash Dog Park at Powderworks		464.57
	16207.00-6	16207.00 Street - 2016 General Engineering		1,435.35
	16208.00-4	16208.00 Storm - 2016 General Engineering		150.54
	16209.00-3	16209.00 Planning General Engineering		322.81
	16210.00-5	16210.00 2016 Technical Review Committee		394.78
	16228.00-4	16228.00 Home Course Kitchen Facility		46.85
	16248.00-1	16248.00 Thill Short Plat		197.39
Total for Check Number 33103:				14,624.41
33104	HDFW 14293938 14301481	HD Fowler Co Water Equipment and Supplies - PW Water Equipment and Supplies/ Brass Bushing -	08/26/2016	946.68 21.83
Total for Check Number 33104:				968.51
33105	HOOFTD TRAVEL 8/29	Diana Hooft Leadership Training - Spokane per diem - D Hoc	08/26/2016	133.00
Total for Check Number 33105:				133.00
33106	JIFFY 102850723 102850881	Jiffy Lube Signature Service 4x4 - Tuck #20 - PW Lube/Oil Change Veh #151 - PD	08/26/2016	46.50 104.26
Total for Check Number 33106:				150.76
33107	LARSEN 20342	Larsen Sign Co. Inc. Chamber Wall Lettering - CH	08/26/2016	1,219.81
Total for Check Number 33107:				1,219.81
33109	LNC INV44921	LN Curtis & Sons Duty Gear for New Hire - Wyatt Gustason	08/26/2016	496.74
Total for Check Number 33109:				496.74
33110	ORKIN 111744993 111745738 111745738	Orkin Pest Control, Inc. City Hall Pest Control 41% Police Pest Control 59% Fire Pest Control	08/26/2016 D-10014997 City Hall D-12240342 Police D-12240342 Fire	193.85 40.75 58.64
Total for Check Number 33110:				293.24
33111	PARENTMP 2016-57195	Parent Map South Sound Magazine Ad - Aug. 2016	08/26/2016	353.00
Total for Check Number 33111:				353.00
33112	ROOTCS 79	Root Cause LLC Root Barrier and Soil Mitigation Pilot Project	08/26/2016	10,465.00
Total for Check Number 33112:				10,465.00
33113	SIRCHIE 0264965-IN	Sirchie Finger Print Lab, LLC Evidence Collection Supplies - PD	08/26/2016	343.00

Agenda Item # 8b.

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
Total for Check Number 33113:				343.00
33114	SDN DP0816	Systems Design West LLC Ambulance Billing Services - July 2016	08/26/2016 DP0415	358.46
Total for Check Number 33114:				358.46
33115	USMOWER 273940 273975	US Mower Cutter Shaft/Drive Disc - PW Drive End Bearing/ Shaft Seal - PW	08/26/2016	2,795.88 282.51
Total for Check Number 33115:				3,078.39
33116	WALKERA TRAVEL 8/29	Amy L. Walker Leadership Training - Spokane per diem - Rec.	08/26/2016	133.00
Total for Check Number 33116:				133.00
33117	WTRMG 151989	Water Management Lab, Inc. Routine Bateriaological Analysis - PW	08/26/2016	126.00
Total for Check Number 33117:				126.00
33118	GMCCARTY REBURSE 8/26	Glenn McCarty July 4th/ Aug. 2/ Aug. 20 Rockin' Aces Services	08/26/2016	2,300.00
Total for Check Number 33118:				2,300.00
Total for 8/26/2016:				112,485.90
33119	AHBL 99359 99360 99361	AHBL, Inc 2150057.30 - Professional Planning Services/ La 2150057.62 Indoor Storage at McNeil / Land Us 2150057.63 - Auburn Gymnastics at Williamson	08/31/2016	665.00 1,710.00 1,891.25
Total for Check Number 33119:				4,266.25
33120	ARAMARK 1988742431 1988742431 1988742431 1988742431 1988742431	Aramark Uniform Services Uniform Cleaning Uniform Cleaning Uniform Cleaning Uniform Cleaning Uniform Cleaning	08/31/2016	7.92 7.91 7.92 7.91 7.92
Total for Check Number 33120:				39.58
33121	BLUMENTH 5872298	Blumenthal Uniforms & Equip Two Horn Insignia - Uniform Alt/ FD	08/31/2016	30.11
Total for Check Number 33121:				30.11
33122	CASCADER 7379 7379	Cascade Recreation Inc. Off leash Area Supplies Dog Water Can - Trails/ Parks	08/31/2016	297.02 1,028.11
Total for Check Number 33122:				1,325.13
33123	CLINK 1384564727 1384564727	CenturyLink Business Services 1798 Bell Hill Long Distance PW Shop Long Distance	08/31/2016 253-964-1798 253-964-4931/964-6808	16.92 16.92

Agenda Item # 8b.

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	1384564727	PW Shop Long Distance	253-964-4931/964-6808	5.08
	1384564727	PW Shop Long Distance	253-964-4931/964-6808	5.08
	1384564727	PW Shop Long Distance	253-964-4931/964-6808	6.76
Total for Check Number 33123:				50.76
33124	DUPPETTY Petty Cash 012	City of DuPont Vehicle Registration - Explorer/56983D - Holt	08/31/2016	47.25
Total for Check Number 33124:				47.25
33125	CFCB 81004	Crown Films/Custom Bioplastics LLC Dog Waste Paper Bags - Parks	08/31/2016	218.67
Total for Check Number 33125:				218.67
33126	ETTINGER Aug. 2016	Pearle C Ettinger, Jr. Karate Instructor - August 2016	08/31/2016	1,160.00
Total for Check Number 33126:				1,160.00
33127	FIRSTBC 4735 9371 9371 9371 9371 9371 9371	First Bankcard Domnos Pizza - LTAC Meeting - Danek Elephant Car Wash - Tacoma/ Sheehan Brown Bear Car Wash - Sheehan DuPont Cleaners - Uniform Wash - Sheehan Brown Bear Tacoma- Car Wash/ Sheehan DuPont Cleaners - Uniform Cleaning/ Sheehan DuPont Cleaners - Uniform Wash - Sheehan	08/31/2016	29.33 9.99 12.00 13.05 12.00 13.05 13.05
Total for Check Number 33127:				102.47
33128	HERNE REFUND 8/20	Erick Hernaidez Rental Refund Deposit - Powerworks/ Parks	08/31/2016	50.00
Total for Check Number 33128:				50.00
33129	JIFFY 102851069	Jiffy Lube Oil Change/ Service - veh #155 - PD	08/31/2016	93.76
Total for Check Number 33129:				93.76
33130	LNC INV44174 INV45965 INV45983	LN Curtis & Sons New Equipment for Lat. Hire - PD Equipment Replacements - Cummings/ PD Duty Belt & Ear Piece - Holt/ PD	08/31/2016	1,242.81 264.65 120.57
Total for Check Number 33130:				1,628.03
33131	MCMAHON DPD0816	McMahon Consulting LLC Community Policing Village Plan - PD	08/31/2016	2,400.00
Total for Check Number 33131:				2,400.00
33132	PAO 291049	Pacific Office Automation SK-206 Staples for Printer - Facilities	08/31/2016	93.57
Total for Check Number 33132:				93.57
33133	PSRC 2017023	Puget Sound Regional Council FY2017 Dues	08/31/2016	3,352.00

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Agenda Item # 8b.

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for Check Number 33133:	3,352.00
33134	RSRTS 8008	Ron's Stump Removal & Tree Service, LLC Removal of Trees on Trail - Greeways/PW	08/31/2016	1,610.24
			Total for Check Number 33134:	1,610.24
			Total for 8/31/2016:	16,467.82
			Report Total (122 checks):	158,021.34



MEETING DATE: September 13, 2016 **Agenda Item # 14a.**

- Consent Agenda
- Discussion Item
- Unfinished Business
- New Business
- Other _____

TITLE:

Supporting the naming of the "Boulevard of Remembrance Corridor" on Interstate 5

Department: Administration	Discussion Date:
Originator: Staff	First Reading Date:
Assigned to: Karri Muir	Public Hearing Date:

BUDGET IMPACT: Yes No

FUND:

Amount Budgeted		
Additional Required		

DETAILED SUMMARY STATEMENT:

Supporting the naming of a "Remembrance Corridor" and placing a sign at the entrance of the Corridor on I-5 to honor and remember our World War I veterans, organizations and other individuals who contributed to the war efforts.

RECOMMENDATION:

Pass resolution in support.

**CITY OF DuPONT
WASHINGTON
RESOLUTION NO. _____**

**A RESOLUTION OF THE CITY OF DuPONT, WASHINGTON,
SUPPORTING THE NAMING OF THE “REMEMBRANCE
CORRIDOR” ON I-5 FROM MOUNTS ROAD EXIT TO MCCHORD
EXIT, WITH THE PLACEMENT OF A HISTORICAL MARKER
AND PRESERVATION OF THE SURVIVING TREES AS A VISIBLE
COMMEMORATION OF SACRIFICES BORE BY MANY IN
DEFENSE OF OUR NATION**

WHEREAS, in 1928, the Tacoma Garden Club established a plan to commemorate those who served in World War I; and

WHEREAS, individual citizens and organizations in Pierce County funded the placement of 500 northern scarlet, English, and Red Oak trees; and

WHEREAS, this tree-lined memorial boulevard was planted along the Pacific Highway (now I-5) from the Nisqually River to Ponders Station; and

WHEREAS, each tree memorializes an individual, organization, or military unit that served during World War I; and

WHEREAS, many of the trees are visibly marked by a copper plaque set in stone recording the name of the honored person or organization; and

WHEREAS, those honored and commemorated represented all areas of the nation; and

WHEREAS, on March 16, 1928, the “Boulevard of Remembrance” was formally dedicated by local and state leaders; and

WHEREAS, in the decades that followed, a large portion of the memorial was destroyed by expanding roadways and freeway construction, thereby reducing the number of trees on the “Boulevard of Remembrance” from 500 to 66; and

WHEREAS, in the 1980s, a group of local preservationists, including Charlotte Medlock (b. 1925), waged a successful campaign to save the 66 surviving trees; and

WHEREAS, in 1989, Pierce County Resolution R89-164 recognized the importance of preserving the “Boulevard of Remembrance” as a visible commemoration of the sacrifices many bore in the defense of our nation; and

WHEREAS, the 66 remaining trees located along I-5, from the Nisqually River to Ponders Corner and Fort Lewis, continue to honor our World War I veterans, organizations, and other individuals who contributed to the war effort; and

...

Agenda Item # 14a.

WHEREAS, this stretch of highway runs through Joint Base Lewis McChord and communities which are home to many military members and veterans, and

WHEREAS, through a collaborative effort of local and state leaders, a request has been made to the Washington State Department of Transportation to officially name the area of I-5 from mile post 116 (Mounts Road exit), to mile post 125 (McChord exit) the “Remembrance Corridor;” and

WHEREAS, a further request has been made for the placement of a “Remembrance Corridor” sign at the entrance of this area, as well as a historical marker, accessible for public viewing, describing the history and significance of the memorial.

NOW THEREFORE, BE IT RESOLVED, the City of DuPont Mayor and City Council support the naming of the “Remembrance Corridor”, the placement of a historical marker, and the ongoing efforts to preserve the surviving trees.

ADOPTED BY THE DuPONT CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE _____ DAY OF _____, 2016.

CITY OF DuPONT

Mike Courts, Mayor

ATTEST/AUTHENTICATED:

Karri Muir, CMC, City Clerk

Approved as to Form:

Gordon P. Karg, City Attorney

Filed with the City Clerk:
Passed by the City Council:
Resolution No.:



MEETING DATE: September 13, 2016 **Agenda Item # 14b.**

- Consent Agenda
- Discussion Item
- Unfinished Business
- New Business
- Other _____

TITLE:

2017 Lodging Tax Advisory Committee (LTAC) Grant Funding

Department: Finance	Discussion Date: 08/23/16
Originator: Staff	First Reading Date:
Assigned to: Paula Barry, Finance Director	Public Hearing Date:

BUDGET IMPACT: Yes No

FUND:

Amount Budgeted		
Additional Required	\$189,108.00	Lodging Tax/General Fund

DETAILED SUMMARY STATEMENT:

The total amount of the recommended projects for 2017 is \$189,108. Funding for these project will come from over \$170,000 in projected hotel/motel tax revenue and projected beginning fund balance which includes estimated carryforward balances from 2016 as a result of revenues coming in over projections and under spending of expenditures.

Funding of the grants must first come through LTAC for their recommendations and then presented to Council for final approval. The committee has reviewed 27 grant applications totaling \$358,163. They voted to approve them as submitted, to alter them, or deny approval. LTAC is recommending Council approve grants totaling \$189,108. On August 23, 2016 the grant funding recommendations by LTAC were presented to council.

The City Council may accept or reject projects recommended by LTAC in their entirety; however, may not add projects or adjust the recommended funding levels.

RECOMMENDATION:

Council approve the resolution adopting the distribution of the 2017 Grants from the Hotel/Motel Tax Fund.

EVALUATING LTAC APPLICATIONS - (September 2016)

The Lodging Tax Advisory Committee (LTAC) is a funding source for qualified tourism activities

1. The applicant must be eligible as a nonprofit sponsor.
2. The request application must be within one of the following categories.

Special Event/Activity :

The event must be primarily designed to attract participants from outside a 50 mile radius of DuPont and/or for an overnight stay.

The request must be used for marketing purposes (advertising, publicizing or distributing information) and/or event operations.

Capital Expenditures:

The capital expenditures request for tourism-related facilities must be owned or operated by a municipality or public facility district.

Operations of Tourism-related Facilities:

The funding request must be for a facility owned and operated by a public entity or nonprofit organization (including a non-profit business organization, destination marketing organization, main street organization, lodging association, convention and visitors bureaus or chamber of commerce) and used to support tourism, performing arts, or to accommodate tourism activities.

A tourism-related facility is a real or tangible personal property with a usable life of three or more years, or constructed with volunteer labor.

Tourism Marketing and Operations:

The funding application must comply as a "tourism promotion" according to state law (RCW 67.28.080) which includes:

- Operating tourism promotion departments and/or agencies
- Developing strategies to expand tourism
- Distribution of information for the purpose of attracting and welcoming tourists from outside a 50 mile radius.

Reference: MRSC Bulletin, Lodging Tax (Hotel-Motel Tax) dated 8/31/2016

CITY OF DuPONT
WASHINGTON
RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF DuPONT, WASHINGTON,
ADOPTING THE DISTRIBUTION OF THE 2017
HOTEL/MOTEL TAX FUND GRANTS

WHEREAS, the City of DuPont has established a Lodging Tax Advisory Committee (LTAC) in accordance with RCW 67.28.1817; and,

WHEREAS, the City of DuPont has established an application process for the requests for use of lodging tax funds in accordance with RCW 67.28.080; and,

WHEREAS, the LTAC met in an open public meeting on August 10, 2016 and deliberated to reach a final funding recommendation which is to be forwarded to the City Council for final approval; and,

WHEREAS, the LTAC presented the City Council with its recommendation for 2017 grants on August 23, 2016;

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

Section 1. The City of DuPont hereby awards the 2017 Hotel/Motel Tax fund grants distribution as shown in the attached Exhibit "A."

ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE 13TH DAY OF SEPTEMBER, 2016.

CITY OF DuPONT

Mike Courts, Mayor

ATTEST/AUTHENTICATED:

Karri Muir, City Clerk

Approved as to Form:

Gordon Karg, City Attorney

Filed with the City Clerk:
Passed by the City Council:
Resolution No.:

**EXHIBIT A
City of DuPont Lodging Tax Advisory Committee (LTAC)
2017 LTAC Grant Recommendations**

Project	Applicant	Amount Requested	Amount Awarded	Summary
Tourism Department Salaries	Tourism	\$96,063	\$96,063	This funds the salary and benefits for the position of Tourism Coordinator plus the tourism portion of the Parks and Rec position. It also covers office supplies, phone and training.
City Departments Overtime	All Departments	\$35,000	\$15,290	Funds will be used to pay for estimated overtime for each LTAC approved project. This only includes overtime related to events which receive LTAC support.
Advertising	Tourism	\$25,000	\$14,000	Funds will be used to promote DuPont as a destination City. \$4,500 has been earmarked for museum and train promotions.
Junior America's Cup	WA Jr. Golf Asso.	\$18,100	\$15,000	The Washington Jr. Golf Association, along with The Home course, are hosting the Junior America's Cup in 2017. The competition brings players in from the Western US, Mexico and Vancouver, B.C. Funds will be used to ensure that the participants have a positive experience during the competition including welcome bags, food, and a player banquet. Community and regional outreach will be conducted and the City will be listed as a sponsor on all materials.
Junior America's Cup	The Home Course	\$16,500	\$15,000	This application was considered in conjunction with the Washington Junior Golf Association application. Funds will be used for green fees throughout the week, refreshments for players and volunteers, promotional and marketing materials, and the additional labor required to host a national event.
HBD Car Show	Classical Glass Corvette Club	\$9,000	\$9,000	The Car Show is a recurring, annual, event which is held during Hudson's Day Heritage Days. Funds will be used for the advertising, barricades, advertising, the sound system for entertainment, large tent and meals for participants.
KC BBQ	American Legion	\$7,500	\$7,500	The event is sponsored by the American Legion and partnered with the Kansas City BBQ Association. The Legion hopes to make the BBQ an annual event. The 3 day competition will be held in concordance with Hudson's Bay Heritage Days. The event will include a beer and wine garden and championship BBQ cook off. Funds will be used for health and safety expenses, advertising, entertainment, judges and judges accommodations and sanction fees.
Hudson Bay Day Advertising	Tourism	\$6,000	\$2,500	Funds will be used to advertise the three day Hudson's Bay Heritage days festival. The City of DuPont will primarily focus on online advertising; however, the other sponsors of the event (KC BBQ and Classical Glass Car Club) will be assisting to advertise the entire 3-day event within their marketing plan thereby giving exposure on other media platforms.
Welcome Baskets	Tourism	\$5,000	\$3,000	Funding will be used to provide welcome bags or baskets to large groups visiting DuPont. Examples might be conferences, sporting events and tour groups. The LTAC has asked that a signature gift be developed. Bags will have local business information and City maps.
Hudson's Bay Day Activities	Historical Society	\$5,000	\$2,000	Funds will be used to hire a contracted event coordinator to oversee a heritage tent in Clocktower park as part of the Hudson's Bay Heritage Days activities.
Mayors Cup	Parks and Rec	\$5,000	\$5,000	The Mayor's Cup golf tournament will be replacing the traditional Parks and Rec golf tournament on the Friday of Hudson's Bay Days. The tournament will consist of teams of 4 golfers who will visit from throughout the state. LTAC funds will be used for advertising, participant food and awards.

Agenda Item # 14b.

Project	Applicant	Amount Requested	Amount Awarded	Summary
Tournament of Champions	The Home Course	\$4,000	\$1,000	The Tournament of Champions is a golf tournament that will be held at the Home Course in 2017. The tournament will bring in over 100 participants and spectators. Funds will be used to help pay green fees of participants. Due to nearly full funding of the Junior Americas cup, the Committee voted to reduce funding in order to reserve funds for other events.
Wear Blue Run to Remember	Wear Blue	\$4,000	\$2,000	Funds will be used to promote the run. Overtime for the event was also approved in the City overtime application category.
Shamrock Hunt and Walk	Parks and Rec	\$1,500	\$300	The annual Shamrock Walk is a fun City event held in the month of March. This year, the LTAC decided to only fund a portion of the grant which will fund advertising. Overtime for the event was funded in the City overtime grant request.
Cherry Blossom Tea	Historical Society	\$1,000	\$1,000	The annual Cherry Blossom Tea is an event that is hosted by the Historical Society and has grown to over 200 participants in 2016. 2017 funds will be used for promotions and incidental event costs.
Annual Museum Freeway Sign Fee	Museum	\$400	\$455	Funds will be used for the annual fee for the Museum and Historic District sign on the freeway. It was noted during the meeting that the actual fee is \$455 not \$400.
Total		\$239,063	\$189,108	



- Consent Agenda
- Discussion Item
- Unfinished Business
- New Business
- Other _____

TITLE:

Professional Services Agreement for 2017 Arterial Preservation Project: Center DR Overlay between Hamilton AVE to International PL.

Department: Public Works	Date of First Reading:
Originator: Staff	Date of Second Reading:
Assigned to: Gus Lim, Public Works Director	Date of Public Hearing:

BUDGET IMPACT: Yes No

FUND:

Amount Budgeted	\$87,360.00	Street
Additional Required	\$495,040.00	Grant

DETAILED SUMMARY STATEMENT:

The State of Washington Transportation Improvement Board (TIB) awarded a 2017 grant to DuPont: Center DR Overlay between Hamilton AVE and International PL. See attached map for project location.

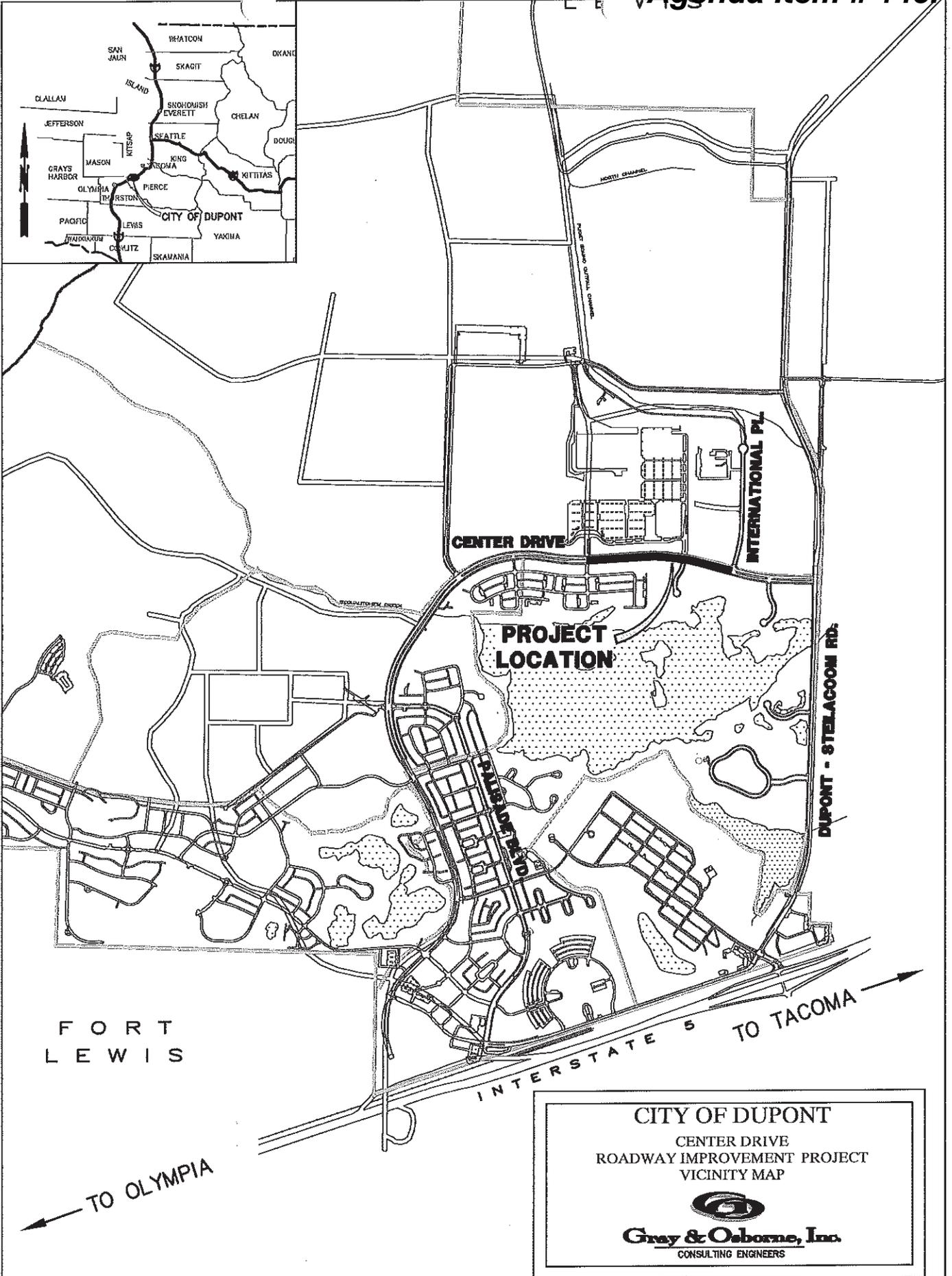
The overlay project will have 85% funded by TIB, and the remaining 15% funded by DuPont. The total amount of \$582.4K (\$495K + \$87.4K) includes design (\$67.2K), construction (\$448K), and construction administration (\$67.2K).

Taking advantage economies of scale, the city entered into agreement with Pierce County to be part of the their annual paving construction contract, and to also provide construction administration in 2017. Advertising March 2017 and Construction Summer 2017.

The design will be executed by our consultant city engineer, Gray and Osbourne, and to be completed by December 2016 to be part of Pierce County's 2017 construction contract. Due to the grant funds source, we will use TIB's professional service agreement form. The amount of \$44,800 is reasonable and within the project budget.

RECOMMENDATION:

Staff recommends entering into agreement with Gray and Osborne for design services to support the TIB grant funded project of the Center DR overlay between Hamilton AVE and International PL for \$44,800.



L:\DUPONT\20152.85 Center Drive Overlay\Site Location.dwg, 8/7/2015 3:18:06 PM, sstewart



Transportation Improvement Board (TIB)
Consultant Agreement

Agenda Item # 14c.

TIB PROJECT NUMBER 3-P-137(002)-1		PROJECT PHASE (check one) <input checked="" type="radio"/> Design <input type="radio"/> Construction	
PROJECT TITLE & WORK DESCRIPTION Center Drive Preservation Project (Hamilton Avenue to International Place) Preliminary and Final Design, and Preparation of Bid/Construction Documents			
CONSULTANT NAME & ADDRESS Gray & Osborne, Inc. 701 Dexter Avenue North Seattle, WA 98109			
AGREEMENT TYPE (check one)			
<input checked="" type="radio"/> LUMP SUM \$ _____ <input type="radio"/> COST PLUS FIXED FEE OVERHEAD PROGRESS PAYMENT RATE 180% OVERHEAD COST METHOD <input type="radio"/> Actual Cost <input type="radio"/> Actual Cost Not To Exceed _____ % <input checked="" type="radio"/> Fixed Rate 42% FIXED FEE \$5,742.00 <input type="radio"/> SPECIFIC RATES OF PAY <input type="radio"/> Negotiated Hourly Rate <input type="radio"/> Provisional Hourly Rate <input type="radio"/> COST PER UNIT WORK			
DBE PARTICIPATION <input type="radio"/> Yes <input checked="" type="radio"/> No _____%		WBE PARTICIPATION <input type="radio"/> Yes <input checked="" type="radio"/> No _____%	
COMPLETION DATE March 2017		MAXIMUM AMOUNT PAYABLE \$44,800	

THIS AGREEMENT, made and entered into this _____ day of _____, 2016, between the City of DuPont, Washington, hereinafter called the AGENCY, and the above organization hereinafter called the CONSULTANT. The Transportation Improvement Board hereinafter called the TIB, administers the following accounts: Urban Arterial Trust Account funds, Transportation Improvement Account funds, Small City Account funds, and City Hardship Assistance Account funds.

WITNESSETH THAT:

WHEREAS, the AGENCY desires to accomplish the above referenced project, with the aid of TIB funds in conformance with the rules and regulations promulgated by the TIB; 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 project level of effort for this project is detailed in Exhibit B 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 or individuals shall be coordinated through the AGENCY.

The CONSULTANT shall attend coordination, progress and presentation meetings with the AGENCY or such Federal, Community, State, 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 number of hours or days notice required shall be agreed to between the AGENCY and the CONSULTANT and shown in Exhibit B attached hereto and made part of this AGREEMENT. The CONSULTANT shall prepare a monthly progress report, in a form approved by the AGENCY, that 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. Goals for Disadvantaged Business Enterprises (DBE), Minority Business Enterprises (MBE), and Women-owned Business Enterprises (WBE) if required shall be shown in the heading of this Agreement.

The original copies of all reports, PS&E, and other data furnished to the CONSULTANT by the AGENCY shall be returned. All designs, drawings, specifications, documents, and other work products prepared by the CONSULTANT prior to completion or termination of this AGREEMENT are instruments of service for the PROJECT and are 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 of 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

The CONSULTANT shall be paid by the AGENCY for completed work and services rendered under this AGREEMENT as provided in Exhibit C attached hereto, and by this 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 specified in Section II, Scope of Work.

VI
SUBCONTRACTING

The AGENCY permits subcontracts for those items of work as shown in Exhibit G to this Agreement. Compensation for this subconsultant work shall be based on the cost factors shown on Exhibit G, attached hereto and by this reference made a part of this AGREEMENT.

The work of the subconsultant 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 subconsultant shall be substantiated in the same manner as outlined in Section V. All subcontracts exceeding \$10,000 in cost shall contain all applicable provisions of this AGREEMENT.

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

VII
EMPLOYMENT

The CONSULTANT warrants that he/she has 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 or might arise under any Worker'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 CONSULTANTS 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 STATE, or the AGENCY, except regularly retired employees, without written consent of the public employer of such person.

VIII
NONDISCRIMINATION

The CONSULTANT agrees not to discriminate against any client, employee or applicant for employment or for services because of race, creed, color, national origin, marital status, sex, age or handicap except for a bona fide occupational qualification with regard to, but not limited to the following: employment upgrading, demotion or transfer, recruitment or any recruitment advertising, layoffs or terminations, rates of pay or other forms of compensation, selection for training, rendition of services. The CONSULTANT understands and agrees that if it violates this provision, this AGREEMENT may be terminated by the AGENCY and further that the CONSULTANT shall be barred from performing any services for the AGENCY now or in the future unless a showing is made satisfactory to the AGENCY that discriminatory practices have terminated and that recurrence of such action is unlikely.

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

- A. **COMPLIANCE WITH REGULATIONS:** The CONSULTANT shall comply with the Regulations relative to nondiscrimination in the same manner as in Federally-assisted programs of the Department of Transportation, 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.
- B. **NONDISCRIMINATION:** The CONSULTANT, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, creed, color, sex, age, marital status, national origin or handicap except for a bona fide occupational qualification in the selection and retention of subconsultants, including procurements 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 contract covers a program set forth in Appendix II of the Regulations.
- C. **SOLICITATIONS FOR SUBCONSULTANTS, INCLUDING PROCUREMENTS OF MATERIALS AND EQUIPMENT:** In all solicitations either by competitive bidding or negotiation made by the CONSULTANT for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subconsultant or supplier shall be notified by the CONSULTANT of the CONSULTANTs obligations under this AGREEMENT and the Regulations relative to nondiscrimination on the grounds of race, creed, color, sex, age, marital status, national origin and handicap.
- D. **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 the AGENCY or TIB to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of the CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information the CONSULTANT shall so certify to the AGENCY, or the TIB as appropriate, and shall set forth what efforts it has made to obtain the information.
- E. **SANCTIONS FOR NONCOMPLIANCE:** In the event of the CONSULTANTs noncompliance with the nondiscrimination provisions of this AGREEMENT, the AGENCY shall impose such sanctions as it or the Transportation Improvement Board may determine to be appropriate, including, but not limited to:
 - 1. Withholding of payments to the CONSULTANT under the AGREEMENT until the CONSULTANT complies, and/or
 - 2. Cancellation, termination or suspension of the AGREEMENT, in whole or in part.
- F. **INCORPORATION OF PROVISIONS:** The CONSULTANT shall include the provisions of paragraphs (A) through (G) in every subcontract, including procurements 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 subconsultant or procurement as the AGENCY or the Transportation Improvement Board may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that, in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a subconsultant or supplier as a result of such direction, the CONSULTANT may request the AGENCY to enter into such litigation to protect the interests of the AGENCY, and in addition, the CONSULTANT

may request the TIB to enter into such litigation to protect the interests of the TIB.

- G. **UNFAIR EMPLOYMENT PRACTICES:** The CONSULTANT shall comply with RCW 49.60.180 prohibiting unfair employment practices and the Executive Orders numbered E.O.70-01 and E.O.66-03 of the Governor of the State of Washington.

IX
TERMINATION OF AGREEMENT

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

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

No payment shall be made for any work completed after ten days following receipt by the CONSULTANT of the Notice of Termination. If the accumulated payment made to the CONSULTANT prior to Notice of Termination exceeds the total amount that would be due 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.

In the event the services of the CONSULTANT are terminated by the AGENCY for fault 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 maybe 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 in the previous paragraph.

If it is determined for any reason that the CONSULTANT was not in default or that the CONSULTANTs failure to perform is without it or its employees fault or negligence, the termination shall be deemed to be a termination for the convenience of the AGENCY in accordance with the provision of this AGREEMENT.

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. The 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 AGENCYs concurrence, desire to terminate this AGREEMENT, payment shall be made as set forth in the second paragraph of this section.

In the event this AGREEMENT is terminated prior to completion, the original copies of all reports and other data, PS&E materials furnished to the CONSULTANT by the AGENCY and documents prepared by the

CONSULTANT prior to said termination, shall become and remain the property of the AGENCY and may be used by it without restriction. Such unrestricted use, not occurring as a part of this PROJECT, shall be without liability or legal exposure to the CONSULTANT.

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 the scope of judicial review provided under Washington Case Law.

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 the AGENCY is located in. 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 the AGENCY is located in.

XIII
LEGAL RELATIONS AND INSURANCE

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

The CONSULTANT shall indemnify and hold the AGENCY and the STATE of Washington, and their 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 and the STATE against and hold harmless the AGENCY and the STATE from claims, demands or suits based solely upon the conduct of the AGENCY and 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 and 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 and the STATE of defending such claims and suits, etc. 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 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. The CONSULTANT recognizes that this waiver was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation.

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 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 RCW 48.

Insurance Coverage

A. Worker's compensation and employer's liability insurance as required by the STATE.

B. General commercial liability insurance in an amount not less than a single limit of one million and 00/100 Dollars (\$1,000,000.00) for bodily injury, including death and property damage per occurrence.

Excepting the Worker's Compensation insurance and any professional liability insurance secured by the CONSULTANT, the AGENCY will be named on all certificates of insurance as an additional insured. The CONSULTANT shall furnish the AGENCY with verification of insurance and endorsements required by this 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 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 dollars, whichever is the greater unless modified by Exhibit H. 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 them 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 proposal for adjustment (hereafter referred to as proposal) under this clause within 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 proposal 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 condition 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**

The CONSULTANT shall place his endorsement on all plans, estimates or any other engineering data furnished by him.

**XVI
TIB AND AGENCY REVIEW**

The AGENCY and TIB 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 A-1, are the Certifications of the Consultant and the Agency.

**XVIII
COMPLETE AGREEMENT**

This document and referenced attachments contains 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 materials 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 first above written.

By _____
Michael B. Johnson, P.E.

By _____

Consultant Gray & Osborne, Inc.

City of DuPont

EXHIBIT A-1 Certification of Consultant

Project No. 3-P-137(002)-1	City City of DuPont
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I hereby certify that I am Michael B. Johnson, P.E., a duly authorized representative of the firm of Gray & Osborne, Inc. whose address is 701 Dexter Avenue North, Suite 200, Seattle, Washington 98109, 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 this contract.
- (b) Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of a firm or person in connection with carrying out the contract.
- (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 the contract; except as here expressly stated (if any):

I further certify that the firm I hereby represent is authorized to do business in the State of Washington and that the firm is in full compliance with requirements of the Board of Professional Registration.

I acknowledge that this certificate is to be available to the Transportation Improvement Board (TIB), in connection with this contract involving participation of TIB funds and is subject to applicable State and Federal laws, both criminal and civil.

Date

Signature, Michael B. Johnson, P.E.

Certification of Agency Official

I hereby certify that I am the AGENCY Official of the City of DuPont, Washington and that the above consulting firm or his/her representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this contract to:

- (a) Employ or retain, or agree to employ or 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 here expressly stated (if any).

I acknowledge that this certificate is to be available to the TIB, in connection with this contract involving participation of TIB funds and is subject to applicable State and Federal laws, both criminal and civil.

Date

Signature

EXHIBIT B-1
 Scope of Work

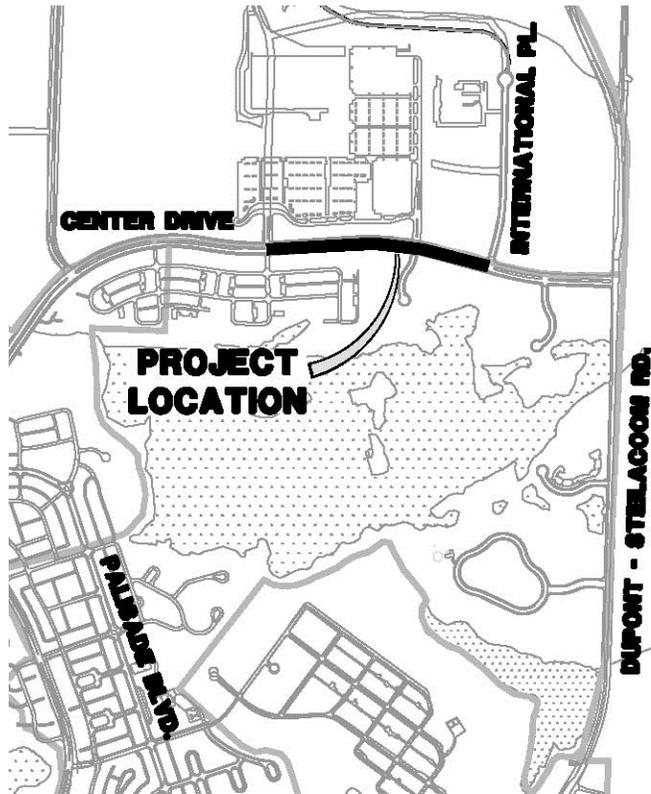
CITY OF DUPONT
 CENTER DRIVE PRESERVATION PROJECT
 (HAMILTON AVENUE TO INTERNATIONAL PLACE)

Project No.

3-P-137(002)-1

Describe the Scope of Work

The Agency, with financial assistance (grant) from the Washington State Transportation Improvement Board (TIB), desires to rehabilitate a portion of Center Drive, more particularly, from Hamilton Avenue to International Place, a distance of approximately 2,000 linear feet. Design and construction work will comply with the TIB grant application and TIB funding requirements. Work will include grinding (cold plane) the existing pavement and installing an asphalt overlay (HMA). Related improvements will include striping/channelization, ADA enhancements at current ADA facilities as may be required, replacement of loop detection system, and related and incidental items of work. This project will be incorporated into Pierce County's 2017 Asphalt Overlay Program. A project vicinity map is shown below:



Vicinity Map

Gray & Osborne's scope of work for this phase of the project includes a limited topographical survey of the project corridor (ADA facilities and intersections (loop detectors) only) sufficient in detail to develop Contract Documents suitable for solicitation of competitive bids. It also includes a site visit (walkthrough) with the Project Engineer and an Engineering Assistant to assess site conditions, and to otherwise acquire pertinent information regarding existing pavement failures. More particularly, the walkthrough will better identify and inventory the type, location, size and approximate limits of structurally impaired areas to be reconstructed before the overlay portion of work is complete. This information will be used to estimate quantities for major bid items and in the preparation of special details unique to this project. The Consultant will coordinate with Pierce County Public Works on the format of

the Plans and Specifications.

Design, Bid and Award Services

1. Gray & Osborne shall coordinate the design of this project with the Agency's Public Works Director (and/or his authorized representative) and the Transportation Improvement Board's project engineer.
2. Gray & Osborne shall conduct a topographical survey of the project corridor (ADA facilities and intersections only) by our survey crew, as well as, conduct a field "walkthrough" by two Gray & Osborne staff members (Project Engineer and Engineering Assistant). This "walkthrough" will be conducted to assist in the preparation of the Contract Documents (PS&E products) by identifying specific areas of existing pavement failures regarding location, size and number.
3. Prepare preliminary (70 percent) and semifinal (95 percent) Contract Documents for the Agency's and Pierce County's review and comment. Incorporate applicable comments at 70 and 95 percent review levels. The Contract Documents will include a proposal, contract, bonds, special provisions, special details, site plan/vicinity map details, and incorporate the 2016 WSDOT Standard Specifications as further reviewed and approved by the Agency and/or TIB engineer.
4. Prepare detailed engineer's cost estimate and submit at intervals listed in Item 3 above.
5. Coordinate all work products and site visits with the Agency's Public Works Director and/or his authorized representative.
6. Provide overall project management of design services, deliverables, schedule, and budget.
7. Provide internal quality assurance/quality control (QA/QC) review of Contract Documents by Principal-in-Charge.
8. Pierce County will advertise and award the project. The Consultant will provide the following bid services as desired by the Agency:
 - a. Answer bid inquiries.
 - b. Prepare bid addenda and provide to Pierce County as required.
 - c. Assist Agency in soliciting TIB approval for construction phase.

Documents to be Furnished by the Consultant

- One copy each of Contract Documents, and Cost Estimates for Each Submittal Phase to the Agency and Pierce County.
- One electronic copy (PDF) and two hard copies of final Contract Documents, including bid addenda as applicable.
- Miscellaneous correspondence and TIB paperwork forms.

EXHIBIT C-2 Payment (Cost Plus 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 all work performed or services rendered and for all labor, materials, equipment, and incidentals necessary to complete the work specified in Section II, "Scope of Work."

A. Actual Costs

Payment for all consulting services for this project shall be on the basis of the CONSULTANTs actual cost plus a fixed fee. The actual cost shall include direct salary cost, overhead, and direct nonsalary cost.

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.

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 three options are explained as follows:

- a. **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 maximum amount payable, authorized under this AGREEMENT, when accumulated with all other actual costs.
- b. **Actual Cost Not To Exceed Maximum Percent:** If this method is indicated in the heading of this AGREEMENT, the AGENCY agrees to reimburse the CONSULTANT at the actual overhead rate verified by audit up to the maximum percentage shown in the space provided. Final overhead payment when accumulated with all other actual costs shall not exceed the total maximum amount payable shown in the heading of this AGREEMENT.
- c. **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.

A summary of the CONSULTANTs cost estimate and the overhead computation are attached hereto as Exhibits D and E and by this reference made part of this AGREEMENT. When an actual cost overhead rate or actual cost not to exceed overhead rate is used, the actual overhead rate determined at the end of each fiscal year 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.

The CONSULTANT shall advise the AGENCY as soon as possible of the actual overhead rate for each fiscal year and of the actual rate incurred to the date of completion of the work. The AGENCY and/or TIB 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 Nonsalary Cost

Direct nonsalary costs will be reimbursed at the actual cost to the CONSULTANT applicable to this contract. These charges may include, but are not limited to the following items: travel, printing, long distance telephone, supplies, computer charges, and fees of subconsultants. Air or train travel will only be reimbursed to economy class levels unless otherwise approved by the AGENCY. The billing for nonsalary cost, directly identifiable with the Project, shall be an itemized listing of the charges supported by original bills or legible copies of invoices, expense accounts, and miscellaneous supporting data retained by the CONSULTANT. Copies of the original supporting documents shall be provided to the AGENCY upon request. All of the above charges must be necessary for services to be 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 fee is based on the scope of work defined in this AGREEMENT and the estimated man-months required to perform the stated scope of work. In the event a supplemental agreement is entered into for additional work by the CONSULTANT, the supplemental agreement may include provision for the added costs and 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 invoices.

Any portion of the fixed fee earned by not previously paid in the progress payments will be cover in the final payment, subject to the provisions of Section IX, Termination of Agreement.

5. 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 as maximum amount payable, which includes the Fixed Fee, unless a supplemental agreement has been negotiated and executed by the AGENCY prior to incurring any costs in excess of the maximum amount payable.

B. Monthly Progress Payments

The CONSULTANT may submit invoices to the AGENCY for reimbursement of actual costs plus the calculated overhead and fee not more often than once per month during the progress of the work. Such invoices shall be in a format approved by the AGENCY and accompanied by the monthly progress reports required under Section III, General Requirements, of the AGREEMENT. The invoices will be supported by itemized listing and support document for each item including direct salary, direct nonsalary, and allowable overhead costs to which will be added the prorated Fixed Fee.

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, 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 of any nature 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 that the AGENCY may have against the CONSULTANT or to any remedies the AGENCY may pursue with respect to such claims.

D. Inspection of Cost Records

The CONSULTANT and his subconsultants shall keep available for inspection by representatives of the AGENCY and/or TIB, for a period of three years after final payment, the cost records and accounts pertaining to this AGREEMENT. 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-year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records is completed.

EXHIBIT D-1
Consultant Fee Determination Summary Sheet
(Lump Sum, Cost Plus Fixed Fee, Cost per Unit of Work)

Prepared by <p style="text-align: center;">Dominic Miller, P.E.</p>				Date <p style="text-align: center;">August 16, 2016</p>	
Project Center Drive Preservation Project (Hamilton Avenue and International Place)					
Direct Salary Cost (DSC)					
Classification	Man Hours		Rate		Cost
Principal-In-Charge	28	x	\$35 to \$55	=	\$1,344
Project Engineers	96	x	\$33 to \$45	=	\$4,224
Civil Engineers	120	x	\$24 to \$39	=	\$3,840
Electrical Engineer	40	x	\$32 to \$56	=	\$1,600
AutoCAD/GIS Technician	24	x	\$15 to \$36	=	\$672
Survey Crew (2 Person)	24	x	\$45 to \$66	=	\$1,560
Professional Land Surveyor	12	x	\$34 to \$42	=	\$432
TOTAL DSC					\$13,672
OVERHEAD (OH Cost including Salary Additives)					
OH Rate x DSC or 180% x \$13,672					\$12,931
FIXED FEE (FF)					
FF Rate x DSC or 42% x \$13,672					\$5,742
REIMBURSABLES					
Misc. Expenses, including mileage, Reproduction, etc.					\$776
SUBCONSULTANT COST (See Exhibit G) (including 10% Administrative Overhead)					\$0
GRAND TOTAL					\$44,800

EXHIBIT D-2
Consultant Fee Determination Summary Sheet
(Specific Rates of Pay)
FEE SCHEDULE

Discipline or Job Title	Hourly Rate	Overhead 180%	Profit 42%	Rate Per Hour
AutoCAD/GIS Tech./Engineering Intern	\$15-\$36	\$27.00-\$64.80	\$6.30-\$15.12	\$48.30-\$115.92
Electrical Engineer	\$32-\$56	\$57.60-\$100.80	\$13.44-\$23.52	\$103.04-\$180.32
Structural Engineer	\$31-\$52	\$55.80-\$93.60	\$13.02-\$21.84	\$99.82-\$167.44
Environmental Tech./Specialist	\$25-\$34	\$45.00-\$61.20	\$10.50-\$14.28	\$80.50-\$109.48
Civil Engineer	\$24-\$39	\$43.20-\$70.20	\$10.80-\$16.38	\$77.28-\$125.58
Project Engineer	\$33-\$45	\$59.40-\$81.00	\$13.86-\$18.90	\$106.26-\$144.90
Project Manager	\$31-\$55	\$63.00-\$99.00	\$14.70-\$23.10	\$112.70-\$177.10
Principal-in-Charge	\$35-\$55	\$63.00-\$99.00	\$14.70-\$23.10	\$112.70-\$177.10
Resident Engineer	\$38-\$52	\$68.40-\$93.60	\$15.96-\$21.84	\$122.36-\$167.44
Field Inspector	\$23-\$44	\$41.40-\$79.20	\$9.66-\$18.48	\$74.06-\$141.68
Field Survey Crew (2 Person)	\$45-\$66	\$81.00-\$118.80	\$18.90-\$27.72	\$144.90-\$212.52
Field Survey Crew (3 Person)	\$68-\$90	\$122.40-\$162.00	\$28.56-\$37.80	\$218.96-\$289.80
Professional Land Surveyor	\$34-\$42	\$61.20-\$75.6	\$14.28-\$17.64	\$109.48-\$135.24
Secretary/Word Processor*	N/A	N/A	N/A	N/A

* Secretarial and clerical fees are not billed, but are included in the overhead multiplier listed. The same is true for accounting, bookkeeping, postage, in-house printing up to \$150, word processing, computer use, computer-aided drafting, and telephone and fax costs.

EXHIBIT E-1
 Breakdown of Overhead Cost

GRAY & OSBORNE

COMPUTATION OF OVERHEAD MULTIPLIER

Federal, State, and Local Taxes	23.96%
Insurance and Medical	27.07%
Professional Development and Education.....	1.29%
Vacations and Holidays.....	14.65%
Administration (Typing, CADD, GIS, Computer)**	41.70%
Rent, Utilities, and Depreciation	15.47%
Office Expenses, Support and Maintenance.....	9.32%
Travel.....	1.96%
Retirement	8.99%
Incentive Program	35.5%
Facilities Cost of Capital	0.09%
TOTAL:	180.00%

**PROFESSIONAL ENGINEERING SERVICES CONTRACT
 ENGINEER'S REPRESENTATIVE PAYROLL RATES
 THROUGH JUNE 15, 2017***

<u>Employee Classification</u>	<u>Payroll Rates</u>		
AutoCAD/GIS Technician/Engineering Intern	\$15.00	to	\$36.00
Electrical Engineer	\$32.00	to	\$56.00
Structural Engineer	\$31.00	to	\$52.00
Environmental Technician/Specialist	\$25.00	to	\$34.00
Civil Engineer	\$24.00	to	\$39.00
Project Engineer	\$33.00	to	\$45.00
Project Manager	\$31.00	to	\$55.00
Principal-in-Charge	\$35.00	to	\$55.00
Resident Engineer	\$38.00	to	\$52.00
Field Inspector	\$23.00	to	\$44.00
Field Survey Crew (2 Person)**	\$45.00	to	\$66.00
Field Survey Crew (3 Person)**	\$68.00	to	\$90.00
Professional Land Surveyor	\$34.00	to	\$42.00
Secretary/Word Processor**	N/A**		

*Updated annually, together with the overhead.

All actual out-of-pocket expenses incurred directly on the project are added to the billing. The billing is based on direct out-of-pocket expenses; meals, lodging, laboratory testing and transportation. The transportation rate is \$0.54 per mile or the current maximum IRS rate without receipt IRS Section 162(a).

**Administration expenses include secretarial and clerical work; GIS, CADD, and computer equipment; owned survey equipment and tools (stakes, hubs, lath, etc. – Note: mileage billed separately at rate noted); miscellaneous administration tasks; facsimiles; telephone; postage; and printing costs, which are less than \$150.

EXHIBIT F-1
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 and 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.



- Consent Agenda
- Discussion Item
- Unfinished Business
- New Business
- Other _____

TITLE:

Professional Services Agreement for the Historic Village Water Main Replacement Project

Department: Public Works	Date of First Reading:
Originator: Staff	Date of Second Reading:
Assigned to: Gus Lim, Public Works Director	Date of Public Hearing:

BUDGET IMPACT: Yes No

FUND:

Amount Budgeted	\$434,480.00	Water
Additional Required		

DETAILED SUMMARY STATEMENT:

The Historic Village Water Main Replacement project on Barksdale AVE and Penniman ST was awarded to Miles Resources, LLC, Puyallup, WA (\$335,294.40). Engineer's estimate: \$359,040.00.

The project start date is September 12 and expected completion is October 26.

Our city engineer consultant of Gray and Osborne will provide inspection and construction engineering on this project for \$47,700. This amount is reasonable and within budget. An amendment to the existing professional service contract with Gray and Osborne is the method for contracting.

RECOMMENDATION:

Staff recommends entering into a professional service agreement with Gray and Osborne for \$47,700 in support of the Historic Village Water Main Replacement project. This will be an amendment to the city's original agreement with Gray and Osborne.

**CONTRACT FOR
PROFESSIONAL ENGINEERING SERVICES**

AMENDMENT NO. 53

Whereas, the City of DuPont, hereinafter called the "City," and Gray & Osborne, Inc., Consulting Engineers, Seattle, Washington hereinafter called the "Engineer" entered an agreement on September 12, 1995, for general engineering services.

Whereas, the City hereby engages the Engineer and the Engineer agrees to furnish the City engineering services related to the construction of the Historic Village Water Main Replacement Project.

ARTICLE 2

CHARACTER & EXTENT OF ENGINEERING SERVICES

Under this amendment, the Engineer will provide engineering services to provide construction management and observation services for the Historic Village Water Main Replacement Project.

PROJECT UNDERSTANDING

This Project consists of the installation of approximately 1,600 lineal feet of 8-inch ductile iron water main, required valves, connection to existing water mains, hydrants, water services and appurtenances.

The project alignment is on Barksdale Avenue from Hopewell Street to Haskell Street and on Penniman Street from Barksdale Avenue to Louviers Street.

CONSTRUCTION MANAGEMENT

Task 1 – Construction Contract Administration

- A. Schedule and Record Job Meeting: Coordinate and conduct a preconstruction conference to establish administrative procedures for the project. Prepare and distribute minutes of the pre-construction meeting.
- B. Construction Schedule: Review and comment on the Contractor's construction schedule. Monitor the Contractor's progress in relation to the schedule. Keep the parties advised on the time limit as it relates to the performance schedule.
- C. Monthly Progress Estimates: Review Contractor's monthly progress payment requests.

Agenda Item # 14d.

- D. Project Closeout: Assist the City in obtaining from the contractor bonds, warranties, and as-built drawings. Prepare certificate of Completion of Public Works Project.

Task 2 – Office Engineering

- A. Review Submittals: Review material submittals for compliance with design intent and general conformity to the Contract drawings and specifications.
- B. Review “Or Equal” Products: Review proposals from the contractor to substitute an “or equal” product for a specified product based on design intent and general conformity to the Contract drawings and specifications.
- C. Clarify Design Intent: Respond to the Contractor’s questions and provide interpretation of the Contract specifications and drawings, which address and clarify design intent. Prepare supplementary sketches to clarify conditions. Maintain records of telephone meetings concerning design intent.
- D. Evaluate Change Orders: Estimate the added or reduced cost of changes during construction to be used in negotiation of Contract change orders. Provide engineering design for change orders as directed by the City. Evaluate the impact of change orders on the construction schedule and recommend eligible time extensions.
- E. Provide office support for field activities.

Task 3 – Construction Monitoring

- A. Provide inspection for the duration of the project. The resident inspector will keep track of daily quantities, maintain diary, review and recommend payment request, prepare and maintain field set of record drawings, provide general paperwork, and communicate directly to the project manager. The fee proposal assumes 35 working days of inspection.
- B. Conduct Final Inspections: Assist City in conducting substantial completion inspections, issue punchlists, review compliance and recommend acceptance by the City.

Task 4 – Construction Survey

Objective: Conduct Field surveys to assist the Contractor in construction regarding setting the alignment of proposed new water mains and appurtenances.

Construction survey to be provided includes:

- A. Centerlines of water main alignment, by placing hubs, stakes, nails, or marks on centerline or on offsets to centerline, including the locations of hydrants. Water mains will be staked at tees angle points, and at intervals deemed necessary to maintain the general pipe aligned as proposed.
- B. Referencing monuments to be disturbed to allow for replacement. Documentation in accordance with State requirements for disturbance and replacement of any monuments.

Task 5 – Record Drawings/GIS Installation

- A. Prepare reproducible record drawings from marked up sets of drawings maintained by the contractor and/or the City’s Resident Engineer. Furnish the City with one set of permanent, reproducible drawings.
- B. Install improvements on City GIS in accordance with Ordinance #97-559 and update water and storm base maps.

ARTICLE 4

COMPENSATION

It is mutually agreed that the City will compensate the Engineer for services furnished based on the cost reimbursement method. The total cost of these services, as described herein, shall not exceed \$47,700.00 as referenced on the attached Exhibit “A.”

Agenda Item # 14d.

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the day and year written below.

GRAY & OSBORNE, INC.

CITY OF DUPONT

By: _____
(Signature)

By: _____
(Signature)

Name: Michael B. Johnson, P.E., President
GRAY & OSBORNE, INC.

Name: _____
(Print)

Date: _____

Date: _____

ATTEST:

Date: _____

EXHIBIT "A"

**ENGINEERING SERVICES
SCOPE AND ESTIMATED COST**

**City of DuPont
Historic Village Water Main Replacement Project
Construction Management Services**

Tasks	Principal/ Project Mgr. Hours	Civil Engineer Hours	Inspector Hours	AutoCAD Technician Hours	PLS Hours	Survey Crew Hours
1 Construction Contract Administration	8	24	4			
2 Office Engineering	8	48				
3 Construction Monitoring	8	16	280			
4 Construction Survey					4	16
5 Record Drawings/GIS Installation	2	4	4	16		
Hour Estimate:	26	92	288	16	4	16
Estimated Fully Burdened Billing Rate:*	\$150	\$105	\$100	\$80	\$120	\$180
Fully Burdened Labor Cost	\$3,900	\$9,660	\$28,800	\$1,280	\$480	\$2,880

Total Fully Burdened Labor Cost: \$ 47,000

Direct Non-Salary Cost:

Mileage & Expenses (Mileage @ \$0.54/mile) \$ 700

TOTAL ESTIMATED COST: \$ 47,700

* Actual labor cost will be based on each employee's actual rate. Estimated rates are for determining total estimated cost only. Fully burdened billing rates include direct salary cost, overhead, and profit.



- Consent Agenda
- Discussion Item
- Unfinished Business
- New Business
- Other _____

TITLE:

Award of the Stormwater Retrofit Projects

Department: Public Works	Date of First Reading:
Originator: Staff	Date of Second Reading:
Assigned to: Gus Lim, Public Works Director	Date of Public Hearing:

BUDGET IMPACT: Yes No

FUND:

Amount Budgeted	\$337,200.00	Stormwater
Additional Required		

DETAILED SUMMARY STATEMENT:

The Stormwater Retrofit project was solicited as an open bid project. The project was advertised in the Tacoma News Tribune on August 24 and 31, 2016. Additionally it was posted in the plans centers of Builder Exchange of Washington. 7 bids were received. Bid opening was September 7, 2016. The lowest responsive, responsible bidder was Oceanside Construction, Bellingham, WA (\$214,314). Engineer's estimate: \$266,135.

Performance Period: 60-working days after award and notice to proceed.
Pre-Construction meeting pending after award to determine specific work dates.

This project includes 3 stormwater sites:

- A) Bob's Hollow LN/Hammond AVE
- B) Cosper ST in Edmonds Village
- C) Center DR/Sequalitchew Creek.

The city has a grant from the Department of Ecology for 75% matching funds for the Cosper ST/Edmonds Village and Center DR/Sequalitchew Creek sites.

A companion item is for our consultant city engineer to provide inspection/construction engineering.

RECOMMENDATION:

Staff recommends awarding the Stormwater Retrofit project to Oceanside Construction, Bellingham WA for \$214,314.

ENGINEER'S ESTIMATE				OCEANSIDE CONSTRUCTION, INC.		MASSANA CONSTRUCTION, INC.		MARONI CONSTRUCTION, INC.		DUNGENESS CONSTRUCTION CORP.		GEC NW, INC.		TALAKAI CONSTRUCTION, LLC		SOUND PACIFIC CONSTRUCTION, LLC	
BIDDER				1225 East Sunset Dr., Ste. 145		4810 Pt. Fosdick Drive, Ste. 237		P.O. Box 852		977 Sandy Point Road		5001 South Tyler Street		9236 25th Avenue SW		3902 157th Street Ct. NW	
BIDDER ADDRESS				Bellingham, WA 98226		Gig Harbor, WA 98335		Enumclaw, WA 98022		Langley, WA 98260		Tacoma, WA 98409		Seattle, WA 98106		Gig Harbor, WA 98332	
WASHINGTON STATE WORKMAN'S COMP. ACCT. NO.				850, 638-02		020, 407-01		118, 102-00		618, 692-00		107, 281-00		216, 027-00		626, 238-00	
WASHINGTON STATE CONTRACTOR'S REG. NUMBER				OCEANCI955JB		MASSACI920RW		MARCONCI941MC		DUNGECC857R2		GREENEC944KB		TALAKCL*891CP		SOUNDPC842J8	
BID BOND OR OTHER GOOD FAITH TOKEN				5% BID BOND		5% BID BOND		5% BID BOND		5% BID BOND		5% BID BOND		5% BID BOND		5% BID BOND	
ITEM	QUANTITY	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
SCHEDULE A																	
1	Unexpected Site Changes	1	CALC	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00
2	SPCC Plan	1	LS	\$500.00	\$500.00	\$500.00	\$500.00	\$1,500.00	\$1,500.00	\$3,080.50	\$3,080.50	\$1,000.00	\$1,000.00	\$607.45	\$607.45	\$1,500.00	\$1,500.00
3	Mobilization, Cleanup and Demobilization	1	LS	\$6,500.00	\$6,500.00	\$10,000.00	\$10,000.00	\$3,700.00	\$3,700.00	\$3,655.50	\$3,655.50	\$5,060.00	\$5,060.00	\$20,925.62	\$20,925.62	\$6,000.00	\$6,000.00
4	Project Temporary Traffic Control	1	LS	\$3,000.00	\$3,000.00	\$500.00	\$500.00	\$5,000.00	\$5,000.00	\$3,655.50	\$3,655.50	\$4,000.00	\$4,000.00	\$1,214.90	\$1,214.90	\$3,000.00	\$3,000.00
5	Clearing and Grubbing	1	LS	\$5,000.00	\$5,000.00	\$100.00	\$100.00	\$5,000.00	\$5,000.00	\$7,008.50	\$7,008.50	\$4,000.00	\$4,000.00	\$2,017.74	\$2,017.74	\$2,800.00	\$2,800.00
6	Removal of Structure and Obstruction	1	LS	\$1,500.00	\$1,500.00	\$100.00	\$100.00	\$1,500.00	\$1,500.00	\$2,430.50	\$2,430.50	\$4,600.00	\$4,600.00	\$1,048.02	\$1,048.02	\$2,500.00	\$2,500.00
7	Locate Existing Utilities	1	LS	\$1,500.00	\$1,500.00	\$300.00	\$300.00	\$500.00	\$500.00	\$2,430.50	\$2,430.50	\$3,900.00	\$3,900.00	\$3,819.28	\$3,819.28	\$800.00	\$800.00
8	Erosion/Water Pollution Control	1	LS	\$2,000.00	\$2,000.00	\$500.00	\$500.00	\$2,500.00	\$2,500.00	\$3,430.50	\$3,430.50	\$5,400.00	\$5,400.00	\$5,482.32	\$5,482.32	\$4,000.00	\$4,000.00
9	Excavation, Compaction and Grading for Bioretention Facilities	280	SY	\$25.00	\$7,000.00	\$20.00	\$5,600.00	\$45.00	\$12,600.00	\$75.00	\$21,000.00	\$55.00	\$15,400.00	\$44.16	\$12,364.80	\$45.00	\$12,600.00
10	Seeding, Fertilizing and Mulching	217	SY	\$5.00	\$1,085.00	\$2.00	\$434.00	\$10.00	\$2,170.00	\$4.00	\$868.00	\$3.00	\$651.00	\$26.74	\$5,802.58	\$4.00	\$868.00
11	Fine Compost	60	CY	\$60.00	\$3,600.00	\$47.00	\$2,820.00	\$40.00	\$2,400.00	\$40.25	\$2,415.00	\$75.00	\$4,500.00	\$88.61	\$5,316.60	\$80.00	\$4,800.00
12	Bioretention Soil Mixture	230	CY	\$75.00	\$17,250.00	\$48.00	\$11,040.00	\$70.00	\$16,100.00	\$36.75	\$8,452.50	\$70.00	\$16,100.00	\$61.27	\$14,092.10	\$85.00	\$19,550.00
13	Wood Strand Mulch	40	CY	\$50.00	\$2,000.00	\$78.00	\$3,120.00	\$65.00	\$2,600.00	\$74.75	\$2,990.00	\$93.00	\$3,720.00	\$120.27	\$4,810.80	\$60.00	\$2,400.00
14	PSIPE Planting	1	LS	\$13,000.00	\$13,000.00	\$18,400.00	\$18,400.00	\$14,000.00	\$14,000.00	\$21,563.00	\$21,563.00	\$10,750.00	\$10,750.00	\$24,375.69	\$24,375.69	\$25,000.00	\$25,000.00
15	Riprap	5	TN	\$100.00	\$500.00	\$71.00	\$355.00	\$75.00	\$375.00	\$40.00	\$200.00	\$234.00	\$1,170.00	\$67.66	\$338.30	\$250.00	\$1,250.00
16	Project Documentation	1	LS	\$1,000.00	\$1,000.00	\$600.00	\$600.00	\$1,000.00	\$1,000.00	\$460.00	\$460.00	\$1,000.00	\$1,000.00	\$537.34	\$537.34	\$800.00	\$800.00
17	Project Sign	1	LS	\$500.00	\$500.00	\$600.00	\$600.00	\$1,000.00	\$1,000.00	\$747.00	\$747.00	\$1,529.00	\$1,529.00	\$425.22	\$425.22	\$1,600.00	\$1,600.00
Subtotal, Schedule A:					\$68,435.00		\$57,469.00		\$74,445.00		\$86,887.00		\$85,280.00		\$105,678.76		\$91,968.00
Sales Tax @ 0% (Per W.S. Revenue Rule No. 171)					\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
TOTAL CONSTRUCTION COST, SCHEDULE A					\$68,435.00		\$57,469.00		\$74,445.00		\$86,887.00		\$85,280.00		\$105,678.76		\$91,968.00

DATE: 9/2016
DRAWN: SS
CHECKED: DJM
APPROVED: DJM

BIDDER	ENGINEER'S ESTIMATE				OCEANSIDE CONSTRUCTION, INC.		MASSANA CONSTRUCTION, INC.		MARONI CONSTRUCTION, INC.		DUNGENESS CONSTRUCTION CORP.		GEC NW, INC.		TALAKAI CONSTRUCTION, LLC		SOUND PACIFIC CONSTRUCTION, LLC	
BIDDER ADDRESS					1225 East Sunset Dr., Ste. 145	4810 Pt. Fosdick Drive, Ste. 237		P.O. Box 852		977 Sandy Poitn Road	5001 South Tyler Street		9236 25th Avenue SW		3902 157th Street Ct. NW			
					Bellingham, WA 98226	Gig Harbor, WA 98335		Enumclaw, WA 98022		Langley, WA 98260		Tacoma, WA 98409		Seattle, WA 98106		Gig Harbor, WA 98332		
WASHINGTON STATE WORKMAN'S COMP. ACCT. NO.					850, 638-02		020, 407-01		118, 102-00		618, 692-00		107, 281-00		216, 027-00		626, 238-00	
WASHINGTON STATE CONTRACTOR'S REG. NUMBER					OCEANCI955JB		MASSACI920RW		MARCONCI941MC		DUNGECC857R2		GREENEC944KB		TALAKCL*891CP		SOUNDPC842J8	
BID BOND OR OTHER GOOD FAITH TOKEN					5% BID BOND		5% BID BOND		5% BID BOND		5% BID BOND		5% BID BOND		5% BID BOND		5% BID BOND	
NO.	ITEM	QUANTITY	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
SCHEDULE B																		
1	Unexpected Site Changes	1	CALC	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00
2	SPPC Plan	1	LS	\$500.00	\$500.00	\$100.00	\$100.00	\$1,500.00	\$1,500.00	\$3,080.50	\$3,080.50	\$1,000.00	\$1,000.00	\$607.45	\$607.45	\$1,500.00	\$1,500.00	\$1,000.00
3	Mobilization, Cleanup and Demobilization	1	LS	\$8,000.00	\$8,000.00	\$1,900.00	\$1,900.00	\$3,700.00	\$3,700.00	\$3,655.50	\$3,655.50	\$5,100.00	\$5,100.00	\$13,100.73	\$13,100.73	\$8,000.00	\$8,000.00	\$11,200.00
4	Project Temporary Traffic Control	1	LS	\$2,500.00	\$2,500.00	\$500.00	\$500.00	\$5,000.00	\$5,000.00	\$3,655.50	\$3,655.50	\$4,000.00	\$4,000.00	\$3,173.57	\$3,173.57	\$3,000.00	\$3,000.00	\$12,000.00
5	Clearing and Grubbing	1	LS	\$3,000.00	\$3,000.00	\$100.00	\$100.00	\$3,000.00	\$3,000.00	\$6,162.50	\$6,162.50	\$5,100.00	\$5,100.00	\$3,025.04	\$3,025.04	\$4,650.00	\$4,650.00	\$5,800.00
6	Erosion/Water Pollution Control	1	LS	\$2,000.00	\$2,000.00	\$500.00	\$500.00	\$2,500.00	\$2,500.00	\$3,655.50	\$3,655.50	\$5,369.00	\$5,369.00	\$5,559.59	\$5,559.59	\$3,000.00	\$3,000.00	\$12,500.00
7	Excavation, Compaction and Grading for Bioretention Facilities	490	SY	\$25.00	\$12,250.00	\$20.00	\$9,800.00	\$30.00	\$14,700.00	\$52.00	\$25,480.00	\$55.00	\$26,950.00	\$39.16	\$19,188.40	\$40.00	\$19,600.00	\$45.00
8	Seeding, Fertilizing and Mulching	580	SY	\$5.00	\$2,900.00	\$2.00	\$1,160.00	\$10.00	\$5,800.00	\$4.00	\$2,320.00	\$4.00	\$2,320.00	\$12.86	\$7,458.80	\$4.00	\$2,320.00	\$2.00
9	Fine Compost	100	CY	\$60.00	\$6,000.00	\$47.00	\$4,700.00	\$40.00	\$4,000.00	\$22.75	\$2,275.00	\$60.00	\$6,000.00	\$57.67	\$5,767.00	\$80.00	\$8,000.00	\$73.00
10	Bioretention Soil Mixture	330	CY	\$75.00	\$24,750.00	\$48.00	\$15,840.00	\$65.00	\$21,450.00	\$36.75	\$12,127.50	\$70.00	\$23,100.00	\$57.03	\$18,819.90	\$80.00	\$26,400.00	\$63.00
11	Wood Strand Mulch	75	CY	\$50.00	\$3,750.00	\$78.00	\$5,850.00	\$65.00	\$4,875.00	\$74.75	\$5,606.25	\$97.00	\$7,275.00	\$120.25	\$9,018.75	\$60.00	\$4,500.00	\$86.00
12	PSIPE Planting	1	LS	\$17,700.00	\$17,700.00	\$27,000.00	\$27,000.00	\$19,200.00	\$19,200.00	\$29,236.50	\$29,236.50	\$23,315.00	\$23,315.00	\$21,940.73	\$21,940.73	\$45,000.00	\$45,000.00	\$11,000.00
13	Riprap	5	TN	\$100.00	\$500.00	\$71.00	\$355.00	\$75.00	\$375.00	\$35.00	\$175.00	\$283.00	\$1,415.00	\$90.15	\$450.75	\$250.00	\$1,250.00	\$100.00
14	Project Documentation	1	LS	\$1,000.00	\$1,000.00	\$600.00	\$600.00	\$1,000.00	\$1,000.00	\$460.00	\$460.00	\$1,000.00	\$1,000.00	\$214.94	\$214.94	\$800.00	\$800.00	\$250.00
15	Project Sign	1	LS	\$500.00	\$500.00	\$100.00	\$100.00	\$1,000.00	\$1,000.00	\$747.00	\$747.00	\$2,278.00	\$2,278.00	\$1,275.65	\$1,275.65	\$1,600.00	\$1,600.00	\$2,000.00
Subtotal, Schedule B:				\$87,350.00		\$70,505.00		\$90,100.00		\$100,636.75		\$116,222.00		\$111,601.30		\$131,620.00		\$116,820.00
Sales Tax @ 0% (Per W.S. Revenue Rule No. 171)				\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
TOTAL CONSTRUCTION COST, SCHEDULE B				\$87,350.00		\$70,505.00		\$90,100.00		\$100,636.75		\$116,222.00		\$111,601.30		\$131,620.00		\$116,820.00

DATE: 9/2016
 DRAWN: SS
 CHECKED: DJM
 APPROVED: DJM

BIDDER			ENGINEER'S ESTIMATE		OCEANSIDE CONSTRUCTION, INC.		MASSANA CONSTRUCTION, INC.		MARONI CONSTRUCTION, INC.		DUNGENESS CONSTRUCTION CORP.		GEC NW, INC.		TALAKAI CONSTRUCTION, LLC		SOUND PACIFIC CONSTRUCTION, LLC		
SCHEDULE C																			
Unexpected Site Changes	1	CALC	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00
SPPC Plan	1	LS	\$500.00	\$500.00	\$100.00	\$100.00	\$1,500.00	\$1,500.00	\$3,080.50	\$3,080.50	\$1,000.00	\$1,000.00	\$607.45	\$607.45	\$2,000.00	\$2,000.00	\$1,000.00	\$1,000.00	\$1,000.00
Mobilization, Cleanup and Demobilization	1	LS	\$12,000.00	\$12,000.00	\$1,800.00	\$1,800.00	\$3,700.00	\$3,700.00	\$3,655.50	\$3,655.50	\$5,059.00	\$5,059.00	\$11,081.81	\$11,081.81	\$6,000.00	\$6,000.00	\$14,000.00	\$14,000.00	\$14,000.00
Project Temporary Traffic Control	1	LS	\$6,000.00	\$6,000.00	\$500.00	\$500.00	\$5,000.00	\$5,000.00	\$15,730.50	\$15,730.50	\$6,050.00	\$6,050.00	\$741.09	\$741.09	\$6,000.00	\$6,000.00	\$23,000.00	\$23,000.00	\$23,000.00
Clearing and Grubbing	1	LS	\$7,500.00	\$7,500.00	\$100.00	\$100.00	\$3,000.00	\$3,000.00	\$8,701.50	\$8,701.50	\$4,329.00	\$4,329.00	\$3,965.64	\$3,965.64	\$6,000.00	\$6,000.00	\$6,800.00	\$6,800.00	\$6,800.00
Erosion/Water Pollution Control	1	LS	\$3,000.00	\$3,000.00	\$500.00	\$500.00	\$2,500.00	\$2,500.00	\$4,805.50	\$4,805.50	\$5,369.00	\$5,369.00	\$4,946.10	\$4,946.10	\$6,000.00	\$6,000.00	\$17,000.00	\$17,000.00	\$17,000.00
Excavation, Compaction and Grading for Bioretention Facilities	620	SY	\$25.00	\$15,500.00	\$20.00	\$12,400.00	\$30.00	\$18,600.00	\$50.75	\$31,465.00	\$55.00	\$34,100.00	\$41.87	\$25,959.40	\$40.00	\$24,800.00	\$36.00	\$22,320.00	\$22,320.00
Seeding, Fertilizing and Mulching	450	SY	\$5.00	\$2,250.00	\$2.00	\$900.00	\$10.00	\$4,500.00	\$4.00	\$1,800.00	\$4.00	\$1,800.00	\$16.58	\$7,461.00	\$4.00	\$1,800.00	\$2.00	\$900.00	\$900.00
Fine Compost	110	CY	\$60.00	\$6,600.00	\$47.00	\$5,170.00	\$40.00	\$4,400.00	\$22.75	\$2,502.50	\$60.00	\$6,600.00	\$64.39	\$7,082.90	\$80.00	\$8,800.00	\$72.00	\$7,920.00	\$7,920.00
Bioretention Soil Mixture	360	CY	\$75.00	\$27,000.00	\$48.00	\$17,280.00	\$65.00	\$23,400.00	\$36.75	\$13,230.00	\$70.00	\$25,200.00	\$54.66	\$19,677.60	\$80.00	\$28,800.00	\$63.00	\$22,680.00	\$22,680.00
Wood Strand Mulch	60	CY	\$50.00	\$3,000.00	\$78.00	\$4,680.00	\$65.00	\$3,900.00	\$74.75	\$4,485.00	\$95.00	\$5,700.00	\$86.50	\$5,190.00	\$60.00	\$3,600.00	\$86.00	\$5,160.00	\$5,160.00
PSIPE Planting	1	LS	\$22,000.00	\$22,000.00	\$39,000.00	\$39,000.00	\$28,000.00	\$28,000.00	\$39,264.50	\$39,264.50	\$20,000.00	\$20,000.00	\$22,740.73	\$22,740.73	\$10,000.00	\$10,000.00	\$20,000.00	\$20,000.00	
Riprap	10	TN	\$100.00	\$1,000.00	\$71.00	\$710.00	\$75.00	\$750.00	\$40.00	\$400.00	\$120.00	\$1,200.00	\$163.29	\$1,632.90	\$250.00	\$2,500.00	\$77.00	\$770.00	\$770.00
Project Documentation	1	LS	\$1,000.00	\$1,000.00	\$600.00	\$600.00	\$1,000.00	\$1,000.00	\$460.00	\$460.00	\$1,000.00	\$1,000.00	\$3,065.45	\$3,065.45	\$1,500.00	\$1,500.00	\$250.00	\$250.00	\$250.00
Project Sign	1	LS	\$500.00	\$500.00	\$100.00	\$100.00	\$1,000.00	\$1,000.00	\$747.00	\$747.00	\$1,529.00	\$1,529.00	\$425.22	\$425.22	\$1,600.00	\$1,600.00	\$2,000.00	\$2,000.00	\$2,000.00
Subtotal, Schedule C:				\$110,350.00	\$86,340.00	\$103,750.00	\$132,827.50	\$121,436.00	\$117,077.29	\$111,900.00	\$146,300.00								
Sales Tax @ 0% (Per W.S. Revenue Rule No. 171)				\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00								
TOTAL CONSTRUCTION COST, SCHEDULE C				\$110,350.00	\$86,340.00	\$103,750.00	\$132,827.50	\$121,436.00	\$117,077.29	\$111,900.00	\$146,300.00								
TOTAL CONSTRUCTION COST, SCHEDULE A				\$68,435.00	\$57,469.00	\$74,445.00	\$86,887.00	\$85,280.00	\$105,678.76	\$91,968.00	\$79,754.00								
TOTAL CONSTRUCTION COST, SCHEDULE B				\$87,350.00	\$70,505.00	\$90,100.00	\$100,636.75	\$116,222.00	\$111,601.30	\$131,620.00	\$116,000.00								
TOTAL CONSTRUCTION COST, SCHEDULE C				\$110,350.00	\$86,340.00	\$103,750.00	\$132,827.50	\$121,436.00	\$117,077.29	\$111,900.00	\$146,300.00								
TOTAL CONSTRUCTION COST, SCHEDULES A, B AND C				\$266,135.00	\$214,314.00	\$268,295.00	\$320,351.25	\$322,938.00	\$334,357.35	\$335,488.00	\$342,054.00								
Sealed bids were opened at the City of DuPont, 1700 Civic Drive, DuPont, Washington 98327 on Wednesday, September 7, 2016, at 11:00 a.m. (local time).																			
DENOTES MATHEMATICAL OR ROUNDING ERROR																			

DATE: 9/2016
 DRAWN: SS
 CHECKED: DJM
 APPROVED: DJM

AGREEMENT

THIS AGREEMENT is entered into by and between the **CITY OF DUPONT** (hereinafter called the Owner) and _____ (hereinafter called the Contractor).

The Owner and the Contractor agree as follows:

ARTICLE 1. WORK.

The project will include installation of bioretention cells in three locations. Schedule A will consist of the installation of a bioretention cell to the east of Hammond Avenue at the end of Bob’s Hollow Lane; Schedule B will consist of the installation of a bioretention cell to the east of Cosper Street adjacent to Edmonds Marsh; and Schedule C will consist of the installation of bioretention cells along Center Drive between Palisade Boulevard and Bronson Avenue. The retrofits will include the excavation of the existing ditches, installation of bioretention soil mixture, over flow dams, installation of erosion control measures and purchase and installation of the bioretention plants.

ARTICLE 2. CONTRACT TIME.

The Contractor shall substantially complete the Work required by the Contract within _____ working days (the Substantial Completion Date) and physically complete the Work within _____ working days (the Physical Completion Date).

ARTICLE 3. LIQUIDATED DAMAGES.

The Owner and the Contractor recognize that time is of the essence and that the Owner will suffer financial loss if the Work is not completed within the time, plus any extensions thereof, allowed in accordance with the Contract. They also recognize the inconvenience, expense, and difficulties involved in a legal proceeding to prove the actual loss suffered by the Owner if the Work is not completed within the time allowed in the Contract. Accordingly, the Owner and the Contractor agree that as liquidated damages for delay, and not as a penalty, the Contractor shall pay the Owner (\$ _____) per day for each working day beyond the Substantial Completion Date that the Contractor achieves substantial completion of the Work and (\$ _____) for each working day beyond the Physical Completion Date that the Contractor achieves physical completion of the Work.

ARTICLE 4. CONTRACT PRICE.

The Owner shall pay the Contractor the amount(s) set forth in the Proposal (in United States dollars) for completion of the Work in accordance with the Contract.

ARTICLE 5. CONTRACT.

The Contract, which comprises the entire agreement between the Owner and the Contractor concerning the Work, consists of the following:

- This Agreement;
- The Call for Bids;
- The Contractor’s Proposal including the bid, bid schedule(s), information required of bidder, Proposal bond, and all required certificates and affidavits;
- The Performance Bond and the Public Works Payment Bond;
- The Contract Provisions, including 2016 WSDOT Standard Specification as referenced;
- The Plans (or drawings) consisting of _____ sheets, as listed in the index on sheet _____ of the Plans;
- Addenda numbers _____, inclusive; and
- Change Orders issued after the effective date of this Agreement.

There are no Contract Documents other than those listed in this Article 5. The Contract may be amended only in writing by Change Order as provided in the Contract.

ARTICLE 6. MISCELLANEOUS.

For purpose of defending any work place injury claims by employees of the Contractor and Subcontractors, the Contractor waives any immunity granted under the State Industrial Insurance Law, RCW Title 51. This waiver has been specifically negotiated between the parties and is hereby acknowledged by the Contractor.
_____(Contractor’s initials)

The Contractor shall not assign any rights under or interests in the Contract, including but not limited to rights to payment, without the prior written consent of the Owner. Unless specifically stated in a written consent to an assignment, no assignment will release or discharge the Contractor-assignor from any duty or responsibility under the Contract.

The Contract is binding upon the Owner and the Contractor, and their respective partners, successors, assigns and legal representatives.

IN WITNESS WHEREOF, Owner and Contractor have caused this Agreement to be executed the day and year indicated below.

CITY OF DUPONT

CONTRACTOR

By _____

License No. _____

By _____

Date _____

Title _____

Attest _____

Name and Address for giving notices (print)

