

Town Hall Meeting Room
 3715 Bridgeport Way West

- 6:30 pm 1. CALL REGULAR MEETING TO ORDER
 - 2. ROLL CALL AND PLEDGE OF ALLEGIANCE
 - 6:35 pm 3. OATHS OF OFFICE – Administered by the Honorable Judge Grant Blinn
 - 6:40 pm 4. ELECTION OF MAYOR AND MAYOR PRO TEM
 - 6:45 pm 5. MAYOR’S REMARKS – Newly Elected
 - BREAK
 - 7:15 pm 6. APPROVAL OF MINUTES – [December 2, 2013](#) and [December 16, 2013](#)
 - 7:20 pm 7. APPROVAL OF AGENDA
 - 7:25 pm 8. PRESENTATIONS
 - [Certificate of Appreciation](#) – Gary Cooper
 - University Place School District Levy – Patti Banks, UPSD Superintendent
 - [U.S. Open Task Force Report](#) – Councilmember Keel
 - 7:50 pm 9. PUBLIC COMMENTS - (At this time, citizens will be given an opportunity to address the Council on any items listed under the Consent Agenda and on any subject not scheduled for a Public Hearing or Council consideration. Comments or testimony related to a scheduled Public Hearing or Council consideration should be held until the Mayor calls for citizen comments during that time. Public comments are limited to three minutes. Please provide your name and address for the record.)
 - 7:55 pm 10. COUNCIL COMMENTS/REPORTS
 - 8:00 pm 11. CITY MANAGER’S REPORT
 - 8:05 pm 12A- CONSENT AGENDA
 12C. Motion: Approve or Amend the Consent Agenda as Proposed
- The Consent Agenda consists of items considered routine or have been previously studied and discussed by Council and for which staff recommendation has been prepared. A Councilmember may request that an item be removed from the Consent Agenda so that the Council may consider the item separately. Items on the Consent Agenda are voted upon as one block and approved with one vote.

 - A. [Receive and File: Payroll and Claims.](#)
 - B. [Approve application for renewal of Liquor Licenses for El Toro Bridgeport and Rite Aid #5275.](#)
 - C. [Authorize the City Manager to execute a Local Agency Standard Consultant Agreement with Sitts & Hill Engineers for survey services, as required for construction of the 56th Street and Cirque Drive Corridor Improvements project, in the amount not to exceed One Hundred Eighty Thousand Three Hundred Twelve dollars and no cents \(\\$180,312.00\).](#)
- COUNCIL CONSIDERATION – (The following item(s) will require Council action.)
- 8:10 pm 13. BRIDGEPORT WAY WEST PHASE 3B BID AWARD
 - [Staff Report](#)
 - Public Comment
 - Council Consideration

- 8:25 pm **14. MAYOR’S REPORT**
- 8:30 pm **15. ADJOURNMENT**

*PRELIMINARY CITY COUNCIL AGENDA

January 17, 2014
Special Council Meeting

January 18, 2014
Special Council Meeting

January 21, 2014
Regular Council Meeting

February 3, 2014
Regular Council Meeting

Preliminary City Council Agenda subject to change without notice*
Complete Agendas will be available 24 hours prior to scheduled meeting.
To obtain Council Agendas, please visit www.cityofup.com.

American Disability Act (ADA) Accommodations Provided Upon Advance Request
Call the City Clerk at 253-566-5656

APPROVAL OF MINUTES

**CITY OF UNIVERSITY PLACE
DRAFT MINUTES
Regular Meeting of the City Council
Monday, December 2, 2013
City Hall, Windmill Village**

1. CALL REGULAR MEETING TO ORDER – MAYOR

Mayor Grassi called the Regular Meeting to order at 6:32 p.m.

2. ROLL CALL AND PLEDGE OF ALLEGIANCE

Roll call was taken by the City Clerk as follows:

Councilmember Belleci	Present
Councilmember Choiniere	Present
Councilmember Figueroa	Present
Mayor Grassi	Present
Councilmember Keel	Present
Mayor Pro Tem McCluskey	Present
Councilmember Nye	Present

Staff Present: City Manager Sugg, Executive Director/ACM Faison, City Attorney Victor, Executive Director/ACM Craig, Police Chief Blair, Public Safety Manager Hales, Parks, Recreation and Public Works Director Cooper, and City Clerk Genetia.

Public Safety Commission: Michael Smith, Ed Wood and Melody Williams
Economic Development Commission: Ronald Kent

Councilmember Belleci led the pledge of allegiance.

Mayor Grassi called for a moment of silence in remembrance of Zach Davis.

3. APPROVAL OF MINUTES

MOTION: By Councilmember Choiniere, seconded by Councilmember Figueroa, to approve the minutes of November 4, 2013, November 12, 2013 and November 18, 2013 as submitted.

The motion carried.

4. APPROVAL OF AGENDA

MOTION: By Councilmember Belleci, seconded by Councilmember Choiniere, to approve the agenda.

The motion carried.

5. PUBLIC COMMENT – The following individuals provided comments: *Helen Hein and Debbie Klosowski, UP for Arts.*

6. COUNCIL COMMENTS/REPORTS

Councilmember Keel encouraged the public to participate and provide input on three upcoming City issues that deal with the City's overall finances.

Councilmember Figueroa requested that UP for Arts' "Destination Art" fundraising information be included in the City newsletter. He also expanded on Councilmember Keel's comment.

7. CITY MANAGER'S REPORT – City Manager Sugg reported that the City has been awarded a grant from the State Transportation Improvement Board in the amount of \$1.2 million for the construction of sidewalks, bike lanes, and street lighting on both sides of 27th Street between Bridgeport Way West and Regents Boulevard. In addition, the project will include \$380,000 in Surface Water Management funds to pay for storm drainage improvements. Mr. Sugg also provided Council an update on the Kobayashi remodel/picnic shelter conversion project.

8A-8B. CONSENT AGENDA

Councilmember Figueroa requested that Item 8B be pulled for separate consideration.

MOTION: By Councilmember Belleci, seconded by Councilmember Choiniere, to approve the amended Consent Agenda as follows:

- A.** Receive and File: Payroll for the period ending 11/15/13, signed and dated 11/25/13, check nos. 317741 through 317759, and wires in the total amount of One Hundred Ninety-Eight Thousand Five Hundred Sixty-Nine and 94/100 Dollars (\$198,569.94); Claims dated 11/27/13, signed 11/25/13, check nos. 49500 through 49567, check no. 49408 replaced with check no. 49503, in the total amount of Four Hundred Thirty-Three Thousand Two Hundred Ninety and 57/100 Dollars (\$433,290.57).
- B.** Adopt a resolution directing the Parks and Recreation Commission to examine funding and service level options for parks, recreation and senior services. **(Pulled for separate consideration.)**

The motion carried.

After clarification on the resolution's intent, **MOTION:** By Councilmember Choiniere, seconded by Councilmember Belleci, to adopt a resolution directing the Parks and Recreation Commission to examine funding and service level options for parks, recreation and senior services.

The motion carried. (RESOLUTION NO. 740)

COUNCIL CONSIDERATION

9 - 10. PUBLIC HEARING: TRANSPORTATION BENEFIT DISTRICT

Staff Report – Executive Director Faison conveyed the City's economic circumstances and challenges that led to the decision to adopt a local Transportation Benefit District (TBD). Based on previous Council discussions and its goal to address the City's future financial insufficiency, he presented a proposed ordinance that would create a local Transportation Benefit District (TBD) and establish an annual vehicle license fee of \$20.00. The creation of a TBD is vital to fund necessary maintenance and preservation of existing service levels for streets.

Councilmembers acknowledged that, although necessary, implementation of the authorized amount of a twenty dollar annual vehicle license fee will generate insufficient revenue to provide adequate street maintenance for the City. Discussion continued, focused on attaining a comprehensive solution to address the overall City needs and methods to inform the residents of these critical issues.

Mayor Grassi opened the public hearing at 8:03 p.m.

Public Comment – The following individuals provided comments on the issue: *Anthony Paulson, 9201 65th Street West; and Debbie Klosowski, 6834 Chambers Creek Road West.*

There being no other comment, the public hearing was closed at 8:08 p.m.

Council Consideration - MOTION: By Councilmember Choiniere, seconded by Councilmember Belleci, to pass an ordinance repealing Ordinance No. 562 and reenacting Chapter 4.70 of the University Place Municipal Code establishing the University Place Transportation Benefit District, specifying the boundaries for the Transportation Benefit District, specifying the maintenance and preservation of existing transportation improvements, authorizing the Transportation Benefit District Board to establish an annual vehicle license fee; establishing an effective date, and providing for severability.

AMENDED MOTION : By Councilmember Belleci, seconded by Councilmember Figueroa, to add the language “or until supplanted by other funds with the same restrictions in a future City Council budget” under Chapter 4.70.050 of the ordinance.

Roll call vote as follows:

Councilmember Belleci	Yes
Councilmember Choiniere	Yes
Councilmember Figueroa	Yes
Mayor Grassi	No
Councilmember Keel	Yes
Mayor Pro Tem McCluskey	Yes
Councilmember Nye	No

The amended motion passed 5 to 2.

The main motion passed 5 to 2. Mayor Grassi and Councilmember Nye voted no. (ORDINANCE NO. 634)

11. MAYOR’S REPORT – Mayor Grassi announced that the last meeting of the Council is on December 16. In addition, he invited the public to attend the official lighting of the menorah and the Christmas Tree Lighting event.

At 8:22 p.m., **MOTION:** By Councilmember Choiniere, seconded by Councilmember Belleci, to adjourn the business meeting of the City Council and recess to Study Session.

The motion carried.

Council took a five minute break. The meeting reconvened at 8:32 p.m.

STUDY SESSION

12. PUBLIC SAFETY COMMISSION REPORT

Public Safety Commission Chair Smith, along with Police Chief Blair and Public Safety Manager Hales, presented the Public Safety Commission’s findings and recommendations on the long-term needs and funding options for Public Safety. With the City dedicating its property tax revenue to fund Public Safety services, financial forecast indicates that the City’s current police staff level is unsustainable based on the current trends. The Commission evaluated various options including:

- An increase in the City’s property tax rate from \$1.43 per \$1,000 in assessed value to the statutory limit of \$1.60.
- To increase utility tax by three and a half percent (3.5%). This would add \$1.75 to a \$50.00 utility bill (garbage, electric, gas, telephone, cell phone and cable bill).
- To collect B&O tax or excise tax.

After much discussion, the Public Safety Commission recommended the 3.5% utility tax increase. This would allow the City to hire three commissioned officers to the University Place Police Department. The need for additional officers is in response to anticipated population growth. It will also address the

department's ability to respond to calls for service. Staff and the Public Safety Commission seek Council directive to begin its public outreach.

Discussion on the proposal, public outreach, communications strategy and how to quantify success of this undertaking followed.

At 9:05 p.m., 9:32 p.m., and 10:03 p.m. motions were made and were carried to extend the meeting to 9:30 p.m., 10:00 p.m. and 10:20 p.m. respectively.

13. ECONOMIC DEVELOPMENT REPORT – SPORTS TOURISM

Executive Director Craig provided background information on Council's directive to the Economic Development Commission with regard to studying the feasibility and desirability of promoting University Place as a sports and recreational destination. She indicated that while the Economic Development Commission awaits further direction from Council regarding its first recommendation, the Commission was able to review specific details about the sports and recreation aspect of the resolution, pursuing the sports tourism model, defined as the attraction and recruitment of regional sports leagues to facilities in University Place to bolster the local economy. The Commission presented its findings from the submitted report that show:

- Public and private sports facilities are limited; and
- Facilities are close to full capacity.

Economic Development Commissioner Kent explained that because of these factors, the Commission believes that the City's does not have the ability to support a sports tourism model of economic development. He said, however, that the City is fortunate to be located along the waters of Puget Sound and have natural landscapes and trails that can attract those who wish to enjoy nature's beauty, surrounding habitat and passive recreation opportunities. Commissioner Kent indicated that although the recreation assets of the City are significant, there has not been enough study to really make the right recommendation for or against developing this interest. A more complete study should be undertaken before deciding whether these assets alone can comprise a destination brand. Should the City decide to look at this broad spectrum of opportunity, it needs to target certain aspects that have the economic impact the City is seeking for.

14. AD JOURNMENT

The meeting adjourned at 10:18 p.m. No other action was taken.

Submitted by,

Emy Genetia
City Clerk

**CITY OF UNIVERSITY PLACE
DRAFT MINUTES
Regular Meeting of the City Council
Monday, December 16, 2013
City Hall, Windmill Village**

1. CALL REGULAR MEETING TO ORDER – MAYOR

Mayor Grassi called the Regular Meeting to order at 6:33 p.m.

2. ROLL CALL AND PLEDGE OF ALLEGIANCE

Roll call was taken by the City Clerk as follows:

Councilmember Belleci	Present
Councilmember Choiniere	Present
Councilmember Figueroa	Present
Councilmember Keel	Present
Councilmember Nye	Present
Mayor Pro Tem McCluskey	Present
Mayor Grassi	Present

Staff Present: City Manager Sugg, City Attorney Victor, Executive Director/ACM Craig, Recreation, Parks and Public Works Director Cooper, Assistant Finance Director Blaisdell, City Engineer Ecklund, Paralegal Grover and City Clerk Genetia.

Councilmember Keel led the pledge of allegiance.

Mayor Grassi called for a moment of silence to reflect and remember the family of a 16th CAB soldier whose son died on a flight to Georgia.

3. APPROVAL OF AGENDA

Councilmember McCluskey requested that the Tacoma Rifle & Revolver Club's presentation be removed from the agenda.

MOTION: By Mayor Pro Tem McCluskey, seconded by Councilmember Keel, to approve the agenda as amended.

The motion carried.

4. PRESENTATIONS

Service Recognition – The City Council presented a proclamation and a plaque to Councilmember Choiniere in recognition of his years of dedicated, selfless, and exemplary public service.

Certificate of Recognition – Councilmember Choiniere presented a Certificate of Recognition to Lt. Col. David Smith for his leadership, advocacy and dedication in serving youth in the community through his work with Curtis High School's Navy ROTC program.

27th Street Banner – Executive Director/ACM Craig, along with Economic Development Commissioner Webster, presented the design concept for the 27th Street Business District banner. A total of 58 banners will be installed in the 27th Street business corridor in mid January, 2014.

5. PUBLIC COMMENT – None

6. COUNCIL COMMENTS/REPORTS

Mayor Pro Tem McCluskey informed the public of West Pierce Fire and Rescue's annual Christmas project of collecting gifts for kids. She also announced the picture with Santa and carriage ride events that are still continuing at Market Square after the Christmas Tree Lighting festivities. Additionally, she shared a letter she received from Curtis High School's environmental science teacher about the students' study of Leach Creek.

Councilmember Keel continued to urge the community to participate and be involved in Council's decision making process, particularly concerning the City's budget issues.

Councilmember Figueroa thanked West Pierce Fire and Rescue for their involvement in the holiday festivities.

Mayor Grassi thanked Executive Assistant Holloway for her outstanding work on the Tree Lighting event and festivities.

7. CITY MANAGER'S REPORT – In response to Council's inquiry at its December 2, 2013 meeting, City Manager Sugg provided information on street maintenance services under four funding scenarios. He also presented a graph that reflects how the continued reduction of state revenues over the years, totaling \$2.87 million in lost revenues to date, have affected the City's level of service.

8A-8B. CONSENT AGENDA

MOTION: By Councilmember Belleci, seconded by Councilmember Keel, to approve the Consent Agenda as follows:

- A.** Receive and File: Payroll for the period ending 11/30/13, signed and dated 12/13/13, check nos. 317761 through 317786, and wires in the total amount of Two Hundred Sixty-Six Thousand Fifty-Three and 96/100 Dollars (\$266,053.96); Claims dated 12/13/13, signed 12/13/13, check nos. 49568 through 49648, check no. 49569 replaced check no. 49283, in the total amount of Two Hundred Ninety-Three Thousand Eight Hundred Fifty-Nine and 71/100 Dollars (\$293,859.71).
- B.** Approve new application for Liquor License for Grassi's Flowers & Gifts.

The motion carried.

COUNCIL CONSIDERATION

MOTION: By Councilmember Belleci, seconded by Councilmember Keel, to reverse the order of Items 9 and 10.

The motion carried.

9. RESOLUTION APPOINTING NEW MUNICIPAL COURT JUDGE

Staff Report – City Attorney Victor recommended that the City Council confirm the City Manager's appointment of Grant Blinn as the Municipal Court Judge. He will succeed Judge Heller, who has announced his retirement at the end of the year. City Attorney Victor stated that the City's legal staff has coordinated with the City of Lakewood on the recruitment process for this position and also participated in the interview process. Of the six finalists, applicant Grant Blinn, was independently graded by the seven-person panel as the top choice. He has received an "Exceptionally Well Qualified" rating from the Washington State Bar Association. Upon the recommendation of the interview panel, Grant Blinn was appointed as its Municipal Court Judge by the City of Lakewood City Manager and confirmed by its City Council.

The City of University Place contracts with the City of Lakewood for municipal court services, including judicial services.

Public Comment – None

Council Consideration - **MOTION:** By Councilmember Figueroa, seconded by Councilmember Choiniere, to adopt a resolution confirming the appointment of Grant Blinn as the Municipal Court Judge for the City of University Place for a four-year term beginning January 1, 2014.

The motion carried. (RESOLUTION NO. 741)

Judge Blinn was sworn into office thereafter.

10. RESOLUTION APPROVING AN INTERLOCAL AGREEMENT WITH UNIVERSITY PLACE TBD

Staff Report – City Attorney Victor presented an Interlocal Agreement between the City and the University Place Transportation Benefit District Board to provide for coordination and support the City's and Transportation Benefit District's mutual rights and obligations to maintain and preserve streets and related transportation infrastructure within the City. This legislation does not commit the Board to implement the \$20 vehicle license fee or any other financial options that are available to the District.

Public Comment – None

Council Consideration - **MOTION:** By Councilmember Choiniere, seconded by Councilmember Belleci, to adopt a resolution approving an Interlocal Agreement with the University Place Transportation Benefit District.

The main motion passed 6 to 1. Councilmember Nye voted no. (RESOLUTION NO. 742)

11. MAYOR'S REPORT – None

At 7:49 p.m., Council took a five-minute break. The meeting reconvened at 7:59 p.m.

The City Council recessed and convened as governing Board of the University Place Transportation Benefit District.

1. CALL TO ORDER

The Transportation Benefit District Board meeting was called to order at 8:00 p.m.

BOARD CONSIDERATION

2. RESOLUTION ESTABLISHING DISTRICT, CHARTER, BYLAWS AND MATERIAL CHANGE POLICY

Staff Report - City Attorney Victor presented a resolution establishing a charter, bylaws and material change policy in creating a separate municipal corporation for the Transportation Benefit District. The State law requires the Transportation Benefit District to adopt a policy to address material changes to cost, scope, and schedule. This resolution does not require or obligate the Board to implement the \$20 vehicle license fee or any of the other financial options that are available to the District.

Public Comment - None

Board Consideration - **MOTION:** By Board Member Belleci, seconded by Board Member Choiniere, to adopt a resolution establishing the University Place Transportation Benefit District Board's charter, bylaws, and material change policy.

The motion carried. (RESOLUTION NO. 1)

3. RESOLUTION ESTABLISHING TWENTY DOLLAR VEHICLE LICENSE FEE

Staff Report - City Attorney Victor presented a resolution that would establish the \$20 vehicle license fee within the District. He indicated that in view of prior discussions, this resolution specifically states that the funding generated by the license fee will not provide sufficient revenue to fully fund the street maintenance program, and acknowledges that the City Council may need to explore other options in the future. City Attorney Victor further explained that the financial vehicles available to the district include license fees of up to \$100 as well as some sales tax options. However, only the first \$20 of the license fee can be implemented without the public vote. Anything over \$20 as well as other tax options requires public vote.

Public Comment - The following individuals provided comments on the issue: *Corey Mollnow, 5124 84th Avenue West; Carl Mollnow, 5124 84th Avenue West; Ken Miller, 4520 Orchard Street; John Cragin, 4815 95th Avenue West; and Betsy T., 2333 Locust Avenue West.*

Board Member Keel stated that he's opposed to half solutions. He believes Council should determine the whole solution to the problem. Board Member Nye indicated that passing the \$20 car tab does not fix the problem, and that as leaders of the community, resources need to be prioritized.

At 9:03 p.m., **MOTION:** By Board Member Belleci, seconded by Vice Chair McCluskey, to extend the meeting to 9:30 p.m.

The motion carried.

Board Consideration - **MOTION:** By Board Member Belleci, seconded by Board Member Choiniere, to adopt a resolution establishing a Twenty Dollar (\$20.00) vehicle license fee pursuant to Washington State law.

AMENDED MOTION : By Board Chair Grassi, seconded by Board Member Belleci, to add a final sentence to Section 2 of the ordinance: "The vehicle license fee will be collected for five (5) years following the date of first collection and thereafter collection shall cease."

The amended motion passed 5 to 2. Board Member Nye and Board Member Keel voted no. The main motion passed 5 to 2. Board Member Nye and Board Member Keel voted no. (RESOLUTION NO. 2)

4. RESOLUTION APPROVING INTERLOCAL AGREEMENT WITH CITY

Staff Report - City Attorney Victor presented the corresponding resolution adopted by the City Council that allows for the City administration to be administration of the Board in order that the Board would not have added cost, and that all of the revenue derived from the license tab fee can be put toward the purposes of street maintenance.

Public Comment – None

Board Consideration - **MOTION:** By Board Member Belleci, seconded by Board Member Figueroa, to adopt a resolution approving an Interlocal Agreement with the City of University Place.

The motion passed 6 to 1. Board Member Nye voted no. (RESOLUTION NO. 3)

5. RESOLUTION APPROVING INTERLOCAL AGREEMENT WITH DEPARTMENT OF LICENSING

Staff Report – City Attorney Victor presented the mandatory interlocal agreement with the department of Licensing to provide for collection of the \$20 fee. Collection will not begin before six months from the

date the license fee is implemented. Department of Licensing will collect not more than 1% of the fee to cover its administrative cost.

Public Comment - *Carl Mollnow, 5124 84th Avenue West.*

Board Consideration - **MOTION:** By Board Member Belleci, seconded by Board Member Figueroa, to adopt a resolution approving an Interlocal Agreement with the Washington State Department of Licensing for administration and collection of fees on behalf of the Transportation Benefit District.

The motion passed 6 to 1. Board Member Nye voted no. (RESOLUTION NO. 4)

6. AD JOURNMENT

The Transportation Benefit District Board meeting adjourned at 9:29 p.m. No other action was taken.

The City Council reconvened its Regular meeting thereafter.

12. AD JOURNMENT

The meeting adjourned at 9:31 p.m. No other action was taken.

Submitted by,

Emy Genetia
City Clerk

CERTIFICATE OF APPRECIATION

THE CITY COUNCIL OF THE CITY OF UNIVERSITY PLACE WOULD LIKE TO
EXPRESS ITS APPRECIATION TO

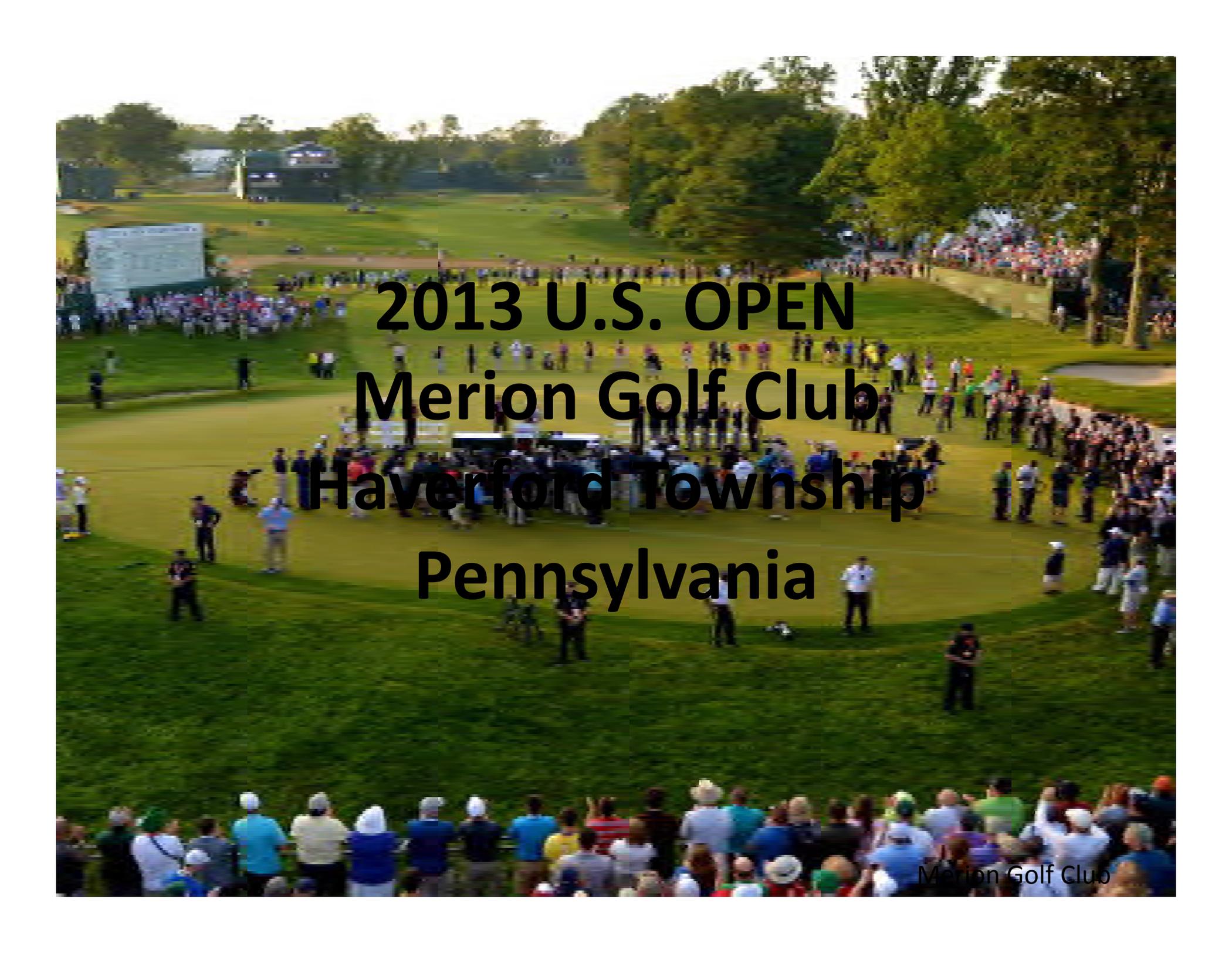
GARY COOPER

FOR HIS GENEROUS CONTRIBUTIONS AND COMMITMENT OVER THE YEARS IN HELPING
MAKE OUR CITY A WONDERFUL PLACE TO LIVE.

KEN GRASSI, MAYOR

DATED: JANUARY 6, 2014



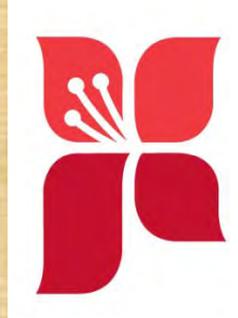


2013 U.S. OPEN
Merion Golf Club
Haverford Township
Pennsylvania

Purpose

- To help the City and its permitting partners (Fire District and Health Department) understand what needs to be done to prepare for a US Golf Association U.S. Open.
- To meet with USGA and local officials charged with applying for and issuing local building, plumbing, mechanical and fire permits and conducting building and fire code inspections.
- To become familiar with US Golf Association's preparations in advance of the event.
- To be prepared to provide the US Golf Association and its guests with an enjoyable experience in 2015.

The Team



- **Kent Keel, City Councilmember**
- **David Swindale, Director, Planning and Development Services**
- **Dean Bentley, Building Official**
- **Karl Roth, Fire Marshal, West Pierce Fire District**
- **Steve Marek, Director, Environmental Health, Tacoma Pierce County Health Department**

Topics

- Governance
- Event Schedule
- Outreach
- Public Safety
- Fire Operations
- Transportation
- Parking

113TH U.S. OPEN CHAMPIONSHIP

START	LEADERS	HOLE PAR	HOLES																		RD				
			1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	1	2	3	4	
1	MICKELSON	4	1	1	1	0	2	2	2	2	2	0	0	0	1	1	2	2	2		67	72	70		
0	MAHAN	4	0	0	0	0	0	1	1	1	1	1	1	1	1	1	3	3	4		72	69	69		
0	STRICKER	4	0	3	4	4	5	5	5	5	5	5	5	4	5	6	6	6	6		71	69	70	76	
0	SCHWARTZEL	4	1	1	0	1	2	4	5	5	6	7	6	6	6	6	6	7	8	8		70	71	69	78
1	HORACHEL	4	2	2	2	2	3	3	2	3	3	3	3	3	3	3	3	3	3	3		72	67	72	74
6	ELWELL	4	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1		71	72	73	69
1	ROSE	4	1	1	2	1	2	1	0	0	0	0	1	0	1	0	0	1	1	1		71	69	71	70
2	DAY	4	2	2	2	1	2	2	2	1	1	0	1	1	1	2	2	2	2	3		70	74	68	71
8	DUNN	4	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1		74	71	73	67
3	FOWLER	4	3	4	4	4	5	5	5	5	5	5	5	5	4	4	5	5	6	7		70	76	67	74

Topics

- Master Event Permit
- Building Permits
- Inspections
- Fire Prevention
- Health Department
- Services and Utilities
- Non-USGA Sponsored Events



Phil Mickelson

Governance

- No Township Council involvement in permit decisions.
- Deputy Police Chief was appointed point man
- The Deputy Police Chief did not interfere with non-police issues.
- Avoid the Hot Potato.
- Permit decisions were made by the applicable Directors.
- Permitting involved USGA, USGA Vendors and Township Officials.
- The Merion Golf Club leased the course to USGA and has a contract to put everything back as it was.

Event Schedule

- **Construction started in December 2012 but really got going in March 2013.**
- **Facilities were still under construction in mid-May**
- **Event began on June 13th and ended on June 16th**
 - **First tee time each day is at 7:00 a.m.**
 - **Play lasts for 6 hours each day**
 - **Daily play ends by 2:00 p.m.**
 - **Restocking and cleaning occurs each evening till 3:00 a.m.**
 - **Course will be lighted at night.**
- **Saturday is usually the busiest day.**
- **Takedown is 6 weeks.**



Outreach

- Get the word out early and often.
- Post road closure and parking plans.
- Develop FAQ sheet – What Event Is and Is Not.
- Hold information meetings, write newsletter articles.
- Despite outreach citizens will call individually.
- Designate 3 individuals to respond to citizen questions.
- Keep message consistent.
- Some want to know what Township/USGA will do for them.

2013 U.S. Open Crowd



The Haverford Township 2013 U.S. Open Guide

June 10 to June 16, 2013



The U.S. Open is fast approaching. Haverford Township officials have compiled this fact sheet to try to answer your questions and address your concerns about the effect of the U.S. Open on your neighborhoods, commutes, Township services and public safety.

The eyes of the world will on Haverford Township. As a result, our Public Works staff is completing many public works improvements that will benefit all of us for many years. We also encourage residents to do their part to help keep their neighborhoods neat and clean and to trim shrubs for clear passage on sidewalks or along streets. With our combined efforts, we hope this experience will keep you proud as a member of this amazing community.

- **What are the dates of the U.S. Open?**
 - June 10 to June 16, 2013 (Including Practice Rounds & Tournament)
- **What roads will be closed?**
 - **The following roads will be closed 24 hours a day from June 10 to June 16, 2013:**
Ardmore Avenue from Darby Road to Haverford Road
Golf House Road from Ardmore Avenue to College Avenue
Haverford Road from Ardmore Avenue to College Avenue
 - **The following roads will be closed from 6 a.m. to 9 p.m. from June 10 to June 16, 2013:**
College Avenue from Coopertown Road to Haverford Road (eastbound)
Dartmouth Lane (residents only, pass required)
Ellis Road from Lawrence Road to Ardmore Avenue
West Ardmore Avenue from Ellis Road to Darby Road
- **What roads will be open?**
 - Buck Lane
 - College Avenue from Darby Road to Coopertown Road (to Coopertown School)
 - Coopertown Road (north of College Avenue)
 - Darby Road (entire length)
 - Eagle Road

- **Will I need a pass to enter my neighborhood?**
 Yes. There is an ongoing review of the streets that may be subject to special regulation during the event. As of this printing, you will need a "Resident Pass" to enter the following streets:

Allgates Drive	College Avenue (500 block)	Merwood Lane (200 blk)	Sunnybrook Lane
Andover Road	Craig Lane	Orchard Road	Taylor Lane
Ardmore Ave. (300 & 400 blks)	Dartmouth Lane	Overbrook Terrace	Tunbridge Road
Bala Lane	East Golf View Road Ellis	Overhill Road	Tunbridge Circle
Blakeley Road	Road (300 block)	Pine Valley Lane	Valley View Road
Caenarvon Lane	Exeter Road	Quaker Lane	West Ardmore Ave.
Cambridge Road	Glenbrook Road	Robin Lane	Westfield Road
Cardiff Lane	Harvest Lane	Saint Davids Lane	Whitemarsh Road
Cedarbrook Lane	Hermosa Lane	Shawnee Road	York Road
East Clearfield Road	Hirst Ter (2500 & 2600 blks)	Spring Mill Road	
	Huntingdon Lane	Sulgrave Lane	

Haverford Township Fact Sheet - 2013 U.S. Open
For updated information please visit our website at:

www.haverfordtownship.com (Search Keyword: U.S. OPEN)

Detailed information will be included in the Commissioners' Newsletter, targeted to be received by residents no later than June 1, 2013.

Public Safety

- A 3-4 block security area was established around the event . Area residents were checked for passes and deliveries searched.
- A Joint Operations / Incident Command Center was established. A remote 911 site just for Merion was setup where all 911 calls from area were routed to the Incident Command Center
- A Public Safety Operational Plan was required.
- Some Public Safety staff members are likely to be on duty 24 /7 28 days before Open.
- Off-site security screening of spectators was accomplished where possible.
- FBI, ATF, Homeland Security are involved.

Police celebrate Boston bombing suspect capture.

Fire Operations

- Township required Medical and Evacuation Plans.
- No plan in case of chemical emergency to douse all the people that would need dousing. Also not enough tourniquets or pain killer. Having enough pain killer on site is problematic.
- Bottled water cost \$5. Free water available at EMS stations in paper cones is not adequate if it is hot. Provide water misters if temperatures are expected to be high.
- Identify helicopter landing zones.
- You can't move EMS on site with so many people – congestion will limit movement. You need EMS on site in each tent and spread throughout. Have EMS mobile capability and a plan.

Transportation

- Haverford needed to amend road closure ordinance.
- PENN DOT and Police handled road closures and detours.
- SEPTA Transit served the site using trains and buses.
- Ticket holders were bused in by private coaches from designated off-site parking areas.
- Other cities and county handling logistics / permits etc in their jurisdictions related to Open activities like transportation and parking.

Parking

- The first thing USGA does is to securing off-site parking.
- The USGA distributed neighborhood access passes and permits for guests.
- Parking in yards for a fee is not allowed in Haverford.
- Neighbors will have parties and invite relatives and friends who were allowed to park on lawns with protective non-impervious surface.
- Difficult to determine friend or relative from paid lawn parking.
- No parking areas and road closures posted on Township Website.
- Haverford obtained 8,000 no parking signs.
- Parking fines were increased from \$15 to \$200 to discourage parking.

US Open No Parking Sign

Master Event Permit

The Special Event Permit was issued by the Haverford Police Department.

The Haverford Deputy Police Chief was the point man for all Township decisions.

USGA prefers one person in charge of everything Township related.

- The Planning Board had to approve some aspects of special event permit which involved several public meetings.

Rainy Day at Merion





Building Permits

- USGA obtained all building permits from the Township.
- The Township issued one master permit and separate permits for each type of common structure
- USGA uses numerous vendors for the various aspects of the Open including:
 - The Classic Tent Company
 - T&B Equipment Co. (bleachers).
- USGA encourages their vendors to contact and work directly with the Township.
- The Township required all contractors provide a separate certificate of insurance naming City as party insured.

Inspections

- Most building, plumbing, mechanical inspections will be done prior to event over a long enough time frame to make it manageable for limited staff.
- Health Department and Fire Marshal inspections will take place prior to and during event – typically after hours.
- Building Official worked about 140 hours in the week leading up to and during the Open. Met with USGA everyday up to 4 hours per day.
- Routes were established for inspectors to get through the course quickly during event.
- Township hired a consultant for inspectors as a way to mitigate liability and extra inspectors during event.

Spectators at Merion

Fire Prevention

- **Emergency access was required on 3 sides of all tents.**
- **Inspected all exits each night for blocking and fire extinguisher.**
- **Fuel tanks for gas, propane and kerosene are located on site.**
- **Fuel tanks are double sided, separated from tents, people, and loading areas. Fire extinguishers and bollards were required around fuel tanks.**
- **The Township requires the fire certificate on each tent.**
- **Haverford required carbon monoxide detectors in every tent.**
- **Open fame cooking is done in only two tents with full fire suppression.**

Health Department

- Two kitchens were operated, one near Trophy tent and one at Players / Caddie area.
- Food prepared in kitchens is heated on heating pads in corporate / other tents. Two food vendors are used. One cooks gourmet, the other fast food.
- USGA is a non-smoking venue, but there are always smokers.
- Hundreds of Porte-potties used some with ADA access.
- Noise complaints were anticipated.
- Septic waste from event is dumped into sewer at nearby manhole.



Services and Utilities

- All power for event was generated on-site.
- Refuse was collected from the event in evenings
- Neighborhood refuse pickup were postponed in security areas and / or where roads were closed during event.
- Water was connected to municipal water supply. Internally water was conveyed around site in buried PVC with above ground backflow preventers and faucets at various locations under or adjacent to tents.
- Water was tested at least every 3 days or more frequently depending on temperature.
- Mail delivery was postponed in security area. Residents went to post office to pick up their mail.

USPS Stock Photo

Non-USGA Sponsored Events

- There may be others wanting to hold events during and in proximity to the Open.
- USGA sells tents “inside the ropes”.
- Others not wanting to pay USGA for tent space will want to set up¹ outside ropes. (for example, Lexus is the USGA Official Sponsor, but Cadillac wants to be there too).
- In Haverford people are renting houses in proximity to hold “gatherings”.
- In one case a 1,000 sq. ft. tent is being erected on a near-by property with dinner seating for 300.

Event Tent

**APPROVAL OF
CONSENT AGENDA**

Control No.: 5	Agenda of: 01/06/14	PREPAY
-----------------------	----------------------------	---------------

Claim of: Payroll for Pay Period Ending 12/15/13

Check #	Date	Amount		Check #	Date	Amount	
317788	12/20/13	39.69		317792	12/20/13	138.52	
317789	12/20/13	147.76		317793	12/20/13	37.40	
317790	12/20/13	1,644.07		317794	12/20/13	208.46	
317791	12/20/13	103.89		317795	12/20/13	1,350.16	
					12/20/13	107,298.71	DIRECT DEPOSIT
				EMPLOYEE NET		110,968.66	
317796	12/20/13	16,599.04	- 106006, VANTAGEPOINT TRANSF				
317797	12/20/13	1,718.11	- 106006 LOAN, VANTAGEPOINT				
317798	12/20/13	4,240.38	- 304197, VANTAGEPOINT TRANSF				
317799	12/20/13	3,811.34	- 800263, VANTAGEPOINT TRANSF				
317800	12/20/13	572.31	- 304197 LOAN, VANTAGEPOINT TR				
317801	12/20/13	1,918.00	HOWE TRUSTEE, DAVID M.				
317802	12/20/13	250.00	NATIONWIDE RETIREMENT SOLUTION				
317803	12/20/13	756.93	PACIFIC SOURCE ADMINISTRATORS				
WIRE	12/20/13	11,005.94	DEPT. OF LABOR AND INDUSTRIES				
WIRE	12/20/13	21,137.58	BANK OF AMERICA				
WIRE	12/20/13	22,031.23	WA STATE DEPT OF RETIREMENT SY				
WIRE	12/20/13	107.34	AFLAC INSURANCE				
WIRE	12/20/13	918.95	WA ST DEPT OF RETIREMENT SYS				
				BENEFIT/DEDUCTION AMOUNT		85,067.15	
				TOTAL AMOUNT		196,035.81	

Preparer Certification:

I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described herein and that the claim is a just, due and unpaid obligation against the above-named governmental unit, and that I am authorized to authenticate and certify to said claim.

Signed: (Signature on file)

Date

Steve Sugg, City Manager

FINAL CHECK LISTING
CITY OF UNIVERSITY PLACE

Check Date: 12/31/13

Check Range: 49649 - 49705

Claims Approval

I do hereby certify that the merchandise or services hereinafter specified have been received and that the checks identified above are approved for payment.

I also certify that the following list of checks were issued to replace previously issued checks that have not been presented to the bank for payment. The vendor receiving this replacement check has signed an affidavit of lost warrant for the originally issued check and that check was voided.

Vendor Name

Replacement Check #

Original Check #

Auditing Officer: (Signature on file)

Date: _____

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
49649	12/18/2013	001058	ICMA RC RETIREMENT TRUST	121813	12/18/2013	LOAN PAYMENTS	1,814.65	1,814.65
		Voucher: 36026						
49650	12/18/2013	001058	ICMA RC RETIREMENT TRUST	121713	12/17/2013	LOAN PAYMENTS	1,814.65	1,814.65
		Voucher: 36027						
49651	12/31/2013	025179	ACCESS INFORMATION MANAGE0448860		11/30/2013	NOV13/OFFSITE RECORDS STO	172.18	172.18
		Voucher: 36003						
49652	12/31/2013	002661	AIR SYSTEMS ENGINEERING INC000195142		12/9/2013	HVAC REPAIRS/UP HAIR SALON	1,615.30	1,615.30
		Voucher: 36004						
49653	12/31/2013	025591	AMERICAN RAMP COMPANY	2110	12/11/2013	DESIGN/SKATEPARK RAMP REP	2,735.00	2,735.00
		Voucher: 36005						
49654	12/31/2013	001182	BIG JOHN'S TROPHIES	123070	12/12/2013	YRS OF SERVICE AWARD/E. CH	64.68	
		Voucher: 36006		122791	11/13/2013	POLICE PERPETUAL PLAQUE	68.99	
				123121	12/10/2013	PLAQUE/EMPLOYEE AWARDS	54.91	
				123175	12/10/2013	ANNUAL TEAM AWARD	58.53	247.11
49655	12/31/2013	002275	BUNCE DBA AMERICAN PARTY P90550-5		12/9/2013	RENTAL/STANCHION & ROPE/TF	171.48	171.48
		Voucher: 36007						
49656	12/31/2013	001187	BUNCE RENTAL, INC.	90550-5	12/9/2013	MAN LIFT RENTAL 1-3 DAYS/TRE	643.26	643.26
		Voucher: 36008						
49657	12/31/2013	003155	CDW.GOVERNMENT, INC.	HQ68092	12/12/2013	SAMSUNG UN40EH5300 - 40" LEI	623.79	
		Voucher: 36009		HL46313	12/3/2013	US ROBOTICS/56K PCI EXP MOC	45.17	
				HP83741	12/11/2013	COMPUTER MONITOR/SECURIT	204.96	873.92
49658	12/31/2013	001152	CENTURYLINK	253-584-0775	12/1/2013	PHONE/KOBAYASHI	45.78	45.78
		Voucher: 36010						

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
49660	12/31/2013	001024 CITY TREASURER	100089528	12/12/2013	POWER/3912 GRANDVIEW DR W	28.67	
	Voucher:	36011	100344745	12/12/2013	POWER/6810 CIRQUE DR W	27.11	
			100664578	12/10/2013	WATER/5300 GRANDVIEW DR W	375.96	
			100679491	12/11/2013	POWER/8002 40TH ST W	132.72	
			100664580	12/10/2013	WATER/6000 GRANDVIEW DR W	376.25	
			100077140	12/12/2013	POWER/2900 GRANDVIEW DR W	8.05	
			100668505	12/5/2013	WATER/8102 CHAMBERS CK RD	80.74	
			100032203	12/9/2013	POWER & WATER/2534 GRANDV	251.49	
			100101775	12/6/2013	POWER/5250 GRANDVIEW DR W	201.71	
			100668522	12/5/2013	WATER/8902 CHAMBERS CK RD	35.25	
			100668518	12/5/2013	WATER/9600 64TH ST W	58.74	
			100673072	12/11/2013	WATER/8300 40TH ST W	375.96	
			100611293	12/12/2013	WATER/5200 BP WAY W	234.98	
			100668502	12/12/2013	WATER/7820 CIRQUE DR W	117.89	
			100072286	12/12/2013	POWER/8501 40TH ST W	8.05	
			100072268	12/12/2013	POWER/8901 40TH ST W	8.05	
			100072254	12/12/2013	POWER/8417 40TH ST W	8.05	
			100089550	12/12/2013	POWER/4704 GRANDVIEW DR W	17.20	
			100081728	12/11/2013	POWER/6701 BP WAY W	232.95	
			100077151	12/12/2013	POWER/4000 OLYMPIC BLVD W	9.51	
			100089555	12/12/2013	POWER/4526 GRANDVIEW DR W	22.94	
			100089583	12/12/2013	POWER/4016 GRANDVIEW DR W	17.20	
			100057075	12/12/2013	POWER/4100 GRANDVIEW DR W	22.22	
			100089578	12/12/2013	POWER/4116 GRANDVIEW DR W	34.40	
			100089560	12/12/2013	POWER/4317 GRANDVIEW DR W	45.87	
			100125349	12/18/2013	POWER/4009 CURRAN LN W	87.05	
			100083325	12/18/2013	POWER/4910 BRISTONWOOD DF	435.78	
			100094683	12/18/2013	POWER/4758 BRISTONWOOD DF	91.74	
			100333844	12/18/2013	WATER/4951 GRANDVIEW DR W	154.75	
			100781041	12/13/2013	WATER/4600 BECKONRIDGE DR	117.48	
			100722752	12/18/2013	WATER/4009 CURRAN LN W	57.20	
			100668504	12/5/2013	WATER/7401 CHAMBERS LN W	73.50	
			100092335	12/9/2013	POWER/3050 BP WAY W	285.02	
			100315888	12/5/2013	POWER/7401 CHAMBERS LN W	19.28	
			100109710	12/11/2013	POWER/8902 40TH ST W	8.60	

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
			100312905	12/4/2013	POWER/3715 BP WAY W, #A-3A	9.64	
			100101783	12/10/2013	POWER/5520 GRANDVIEW DR W	113.03	
			100668524	12/9/2013	WATER/4999 ALAMEDA AVE W	237.98	
			100668521	12/9/2013	WATER/3000 BP WAY W	239.45	
			100256491	12/12/2013	POWER/7250 CIRQUE DR W	19.28	
			100357178	12/11/2013	POWER/2620 BP WAY W	19.05	
			100077160	12/13/2013	POWER/5202 67TH AVE W	232.97	
			100324281	12/12/2013	POWER/7820 CIRQUE DR W	140.22	
			100775637	12/12/2013	POWER/7001 CIRQUE DR W	292.69	
			100263915	12/12/2013	WATER & POWER/7250 CIRQUE	227.20	
			100346073	12/12/2013	WATER/7250 CIRQUE DR W	70.50	
			100358203	12/12/2013	POWER/7150 CIRQUE DR W	759.51	6,423.88
49661	12/31/2013	002171 CITY TREASURER	90535545	12/10/2013	REPAIRS & MAINT/FLEET VEHIC	3,576.68	3,576.68
		Voucher: 36012					
49662	12/31/2013	025161 CITY TREASURER	1113/NOV13	11/25/2013	NOV13/UPTV CHANNEL GUIDE L	92.70	
		Voucher: 36013	1113/DEC13	11/25/2013	DEC13/UPTV CHANNEL GUIDE L	92.70	185.40
49663	12/31/2013	025161 CITY TREASURER	129335	12/18/2013	DTA RECEIVERS/SR CENTER	14.43	14.43
		Voucher: 36014					
49664	12/31/2013	023177 COLUMBIA STATE BANK	5	12/19/2013	#7000743554/TUCCI & SONS/REI	2,926.24	2,926.24
		Voucher: 36015					
49665	12/31/2013	024565 COMCAST	849835010094441	12/10/2013	BUSINESS CLASS INTERNET/SR	97.56	
		Voucher: 36016	849835010094436	12/10/2013	BUSINESS CLASS INTERNET/PV	97.56	
			849835010073571	12/10/2013	MODEMS/REMOTE SURVEILLAN	70.84	
			849835010073570	12/10/2013	MODEMS/REMOTE SURVEILLAN	70.84	336.80
49666	12/31/2013	002066 CONSOLIDATED ELECTR.DIST.CI	8541-758173	12/12/2013	MISC PARTS/PW SHOP	169.00	
		Voucher: 36017	8541-75820	12/12/2013	BALLASTS	279.23	448.23
49667	12/31/2013	024347 COPIERS NORTHWEST, INC.	INV963362	12/12/2013	DEC13-JAN14/LEASE PAYMENT/	32.31	
		Voucher: 36018	INV963657	10/30/2013	OCT13-OCT13/OVERAGE CHARC	90.56	
			INV962180	12/10/2013	NOV13-DEC13/OVERAGE CHARC	48.20	
			INV963363	12/12/2013	NOV-DEC13/LEASE PAYMENT/SI	21.44	192.51
49668	12/31/2013	002431 DIANE DEMARS	DEC13	12/17/2013	DEC13/COMMUNITY YOGA CLAS	698.25	698.25
		Voucher: 36019					
49669	12/31/2013	002155 EISENHOWER & CARLSON P L L	16811-2-20131210	12/10/2013	VARIOUS STAFF TRAINING	1,560.00	1,560.00
		Voucher: 36020					

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
49670	12/31/2013	001473	EJ USA, INC.	3670879	11/19/2013	DECORATIVE MANHOLE COVER	210.28	210.28
		Voucher: 36021						
49671	12/31/2013	023461	ENTERTAINMENT MASTERS	12713	12/7/2013	EVENT DJ/TREE LIGHTING	200.00	200.00
		Voucher: 36022						
49672	12/31/2013	024894	FIGUEROA, JAVIER	REIMB	12/13/2013	REIMB/MEALS/MILEAGE/PARKIN	132.08	132.08
		Voucher: 36023						
49673	12/31/2013	025455	FLAG FACTORY NORTHWEST	137533	12/3/2013	USA FLAG & WA STATE FLAG/ F	125.54	125.54
		Voucher: 36024						
49674	12/31/2013	025592	GRENBERRY, ROBIN	75005	12/18/2013	REFUND/#8201 - GIRLS BASKETI	70.00	70.00
		Voucher: 36025						
49675	12/31/2013	023971	KANTZER, ANNA	REIMB	12/20/2013	REIMB/MONTHLY BUSINESS MIL	34.46	34.46
		Voucher: 36028						
49676	12/31/2013	001243	LLOYD ENTERPRISES INC	175609	11/22/2013	TRUCK RENTAL/WASTE REMOV.	880.00	
		Voucher: 36029		175608	11/21/2013	TRUCK RENTAL/WASTE REMOV.	880.00	1,760.00
49677	12/31/2013	025106	MERRY MAKERS, INC.	215086	11/5/2013	INFLATABLE/TREE LIGHTING	350.53	
		Voucher: 36030		215087	11/4/2013	ELF PERFORMER/TREE LIGHTIN	650.00	
				215093	12/3/2013	CASTLE JUMP INFLATABLE/TRE	273.95	1,274.48
49678	12/31/2013	001891	MICROFLEX INC	00021626	12/6/2013	TAX AUDIT PROGRAM	37.98	37.98
		Voucher: 36031						
49679	12/31/2013	001172	MULTICARE CENTERS	80992	6/3/2013	NON-DOT DS/D MILNER & C MOI	64.00	64.00
		Voucher: 36032						
49680	12/31/2013	022852	P & N QUALITY JANITORIAL SVC.252		12/16/2013	DEC13/JANITORIAL SERVICES	2,687.17	2,687.17
		Voucher: 36033						
49681	12/31/2013	021638	PACIFICSOURCE ADMIN, INC.	0000192392	12/10/2013	DEC13/ADMIN FEES	75.00	75.00
		Voucher: 36034						
49682	12/31/2013	002051	PCRCO,LLC	3709	11/30/2013	DISPOSAL/TREATMENT OF VAC	3,048.39	3,048.39
		Voucher: 36035						
49683	12/31/2013	001109	PIERCE COUNTY BUDGET & FIN/AR153714		11/27/2013	NOV13/I-NET CHARGES/UPTV	253.00	
		Voucher: 36036		AR154144	12/9/2013	SOFTWARE DVLPMT & PROGR	960.00	
				AR153693	12/9/2013	OCT13/TRAFFIC SERVICES	4,658.54	5,871.54
49684	12/31/2013	024698	PIERCE COUNTY SECURITY, INC268137		12/6/2013	#9206/NOV13/SECURITY/KOBAY,	150.00	
		Voucher: 36037		268085	12/6/2013	#9205/NOV13/SECURITY/CIRQUE	150.00	300.00
49685	12/31/2013	001114	PITNEY BOWES GLOBAL FIN. SV7031321-DC13		12/13/2013	4THQTR13/POSTAGE MACHINE I	1,167.65	1,167.65
		Voucher: 36038						

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
49686	12/31/2013	001295	RANDLES SAND & GRAVEL INC	361003	11/19/2013	ROCK FOR DRAINAGE PROJECT	570.13
	Voucher:	36039		361002	11/19/2013	ROCK FOR DRAINAGE PROJECT	479.26
49687	12/31/2013	001302	RON JONES POWER EQUIPMENT	380875	12/18/2013	REPAIR STIHL BLOWER	84.75
	Voucher:	36040		380874	12/16/2013	REPAIR STIHL BLOWER	7.20
				380876	12/16/2013	REPAIR STIHL BLOWER	122.78
				380886	12/16/2013	V BELTS	72.17
49688	12/31/2013	002206	S & S TIRE SERVICE INC	1-40307	11/19/2013	TIRE REPAIR/BACKHOE	195.79
	Voucher:	36041		1-37571	12/11/2013	TIRES	255.95
49689	12/31/2013	001382	SAFEGUARD BUSINESS SYSTEM	029371658	11/25/2013	IRS W-2 AND 1099 FORMS & EN	93.05
	Voucher:	36042					93.05
49690	12/31/2013	001124	SAFEWAY, INC.	64682	11/30/2013	ACCT# 64682/MISC PURCHASES	69.20
	Voucher:	36043					69.20
49691	12/31/2013	001328	SHELL FLEET CARD SERVICES	8147100120312	12/6/2013	81-471-0012-0/SHELL	155.62
	Voucher:	36044					155.62
49692	12/31/2013	025147	SILENT LIGHTS LLC	20131110	12/10/2013	CIVIC BLDG PERIMETER LIGHTING	1,422.20
	Voucher:	36045		2013990	12/10/2013	CIVIC BLDG TREE LIGHTING & D	4,005.13
				2013880	12/10/2013	TREES/MARKET SQ & NORTH M	864.26
				2013770	12/10/2013	TREES MARKET SQ & SOUTH M	864.26
49693	12/31/2013	002184	SPRAY CENTER ELECTRONIC INC	223699	12/9/2013	PARTS USED FOR DEICER TANK	2,177.27
	Voucher:	36046		223648	12/4/2013	2" POLY PUMP WITH 5HP MOTOR	1,678.47
49694	12/31/2013	002613	SUPERIOR LINEN SERVICE, INC.	63409	12/18/2013	OFFICE MAT RENTAL/PW SHOP	79.97
	Voucher:	36047					79.97
49695	12/31/2013	001409	SUPERLON PLASTICS CO, INC.	13F3627	12/10/2013	TYPE 1 RISERS	267.43
	Voucher:	36048					267.43
49696	12/31/2013	002097	TACOMA SCREW PRODUCTS INC	30462090	12/9/2013	STRETCH WRAP 8" X 1500' 80 G	61.27
	Voucher:	36049		30462307	12/9/2013	M18 IMPACT WRENCH KIT/VACT	1,033.33
49697	12/31/2013	002823	THOMPSON ELECTRICAL CONSTRUCTION	1213-5641CG	12/5/2013	BRANCH CIRCUITS/OUTLETS/M	1,558.95
	Voucher:	36050		1213-5640CG	12/11/2013	STREET LIGHT POLE REPAIRS/V	760.33
				1213-5688CG	12/11/2013	REPAIR/CIRQUE & ALAMEDA ST	283.11
49698	12/31/2013	001636	THOMSON REUTERS - WEST	828503241	12/1/2013	NOV13/WEST INFORMATION CH	615.57
	Voucher:	36051					615.57
49699	12/31/2013	025090	TOSHIBA BUSINESS SOLUTIONS	14552693	12/2/2013	LEASE/TOSHIBA ESTUDIO 5520C	450.37
	Voucher:	36052					450.37
49700	12/31/2013	001326	TUCCI & SONS INC	5	12/19/2013	CONSTRUCT/27TH ST SAFE RO	55,598.55
	Voucher:	36053					55,598.55

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(Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
49701	12/31/2013	001153	VERIZON WIRELESS,LLC.	9715931263	12/1/2013	CELL PHONES/CITY WIDE	1,639.69	1,639.69
		Voucher: 36054						
49702	12/31/2013	001032	WA STATE	2013110423	12/3/2013	ANALOG PHONE LINES/CITY HAI	197.30	197.30
		Voucher: 36055						
49703	12/31/2013	002871	WENZEL, WAYNE L.	REIMB	12/18/2013	REIMB/MATERIALS/SOLDIER ST,	121.46	121.46
		Voucher: 36056						
49704	12/31/2013	021826	WHISTLE WORKWEAR	T57947	12/2/2013	CARHARTT JACKETS/J97DKB/DE	177.37	177.37
		Voucher: 36057						
49705	12/31/2013	022306	WHITWORTH PEST SOLUTIONS	I209832	11/20/2013	PEST CONTROL/WMV	67.55	67.55
		Voucher: 36058						
Sub total for BANK OF AMERICA:							119,584.06	

56 checks in this report.

Grand Total All Checks: 119,584.06

**Business of the City Council
City of University Place, WA**

Proposed Council Action:

Approve Application for renewal of Liquor Licenses
For:

- o El Toro Bridgeport
- o Rite Aid #5275

Agenda No: 12B

Dept. Origin: City Clerk's Office

For Agenda of: January 6, 2014

Exhibits:

Approved by Dept. Head _____

Approved as to Form by City Atty: _____

Approved by City Manager _____

Approved by Finance Director: _____

Concurred by Mayor _____

Expenditure Required	0	Amount Budgeted	0	Appropriation Required	0
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SUMMARY / POLICY ISSUES

The City Clerk's Office received notification of application for renewal of Liquor Licenses for El Toro Bridgeport and Rite Aid #5275.

The application has been reviewed and approved by the Department of Finance, Building, Planning, the Fire Marshall and the Police Department.

Police reports the following from background checks:

- El Toro Bridgeport 0 Violations
- Rite Aid #5275 0 Violations

ALTERNATIVES CONSIDERED

N/A

BOARD OR COMMITTEE RECOMMENDATION

RECOMMENDATION / MOTION

Move to: Approve Application for renewal of Liquor Licenses for El Toro Bridgeport and Rite Aid #5275.

DEC 11 2013

C091080-2

WASHINGTON STATE LIQUOR CONTROL BOARD

DATE: 12/06/2013

LICENSED ESTABLISHMENTS IN INCORPORATED AREAS CITY OF UNIVERSITY PLACE
(BY ZIP CODE) FOR EXPIRATION DATE OF 20140331

LICENSEE	BUSINESS NAME AND ADDRESS	LICENSE NUMBER	PRIVILEGES
1. EL TORO BRIDGEPORT, INC.	EL TORO BRIDGEPORT 3820 BRIDGEPORT WAY W UNIVERSITY PLACE WA 98466 0000	361893	SPIRITS/BR/WN REST LOUNGE +
2. THRIFTY PAYLESS, INC.	RITE AID #5275 3840 BRIDGEPORT WAY W UNIVERSITY PLACE WA 98466 4416	070305	GROCERY STORE - BEER/WINE WINE RETAILER RESELLER

**Business of the City Council
City of University Place, WA**

Proposed Council Action:

Move To:

Authorize the City Manager to execute a Local Agency Standard Consultant Agreement with Sitts & Hill Engineers for survey services, as required for construction of the 56th Street & Cirque Drive Corridor Improvements project, in an amount not to exceed One Hundred Eighty Thousand Three Hundred Twelve dollars and no cents (\$180,312.00).

Agenda No: 12C
Dept. Origin: Engineering
For Agenda of: January 6, 2014
Exhibits: LAG Standard Consultant Agreement
Concurred by Mayor _____
Approved by City Manager _____
Approved as to Form by City Atty _____
Approved by Finance Director _____
Approved by Dept. Head _____

Expenditure Required \$ 180,312.00	Amount Budgeted \$ 200,000.00	Appropriation Required -0-
---------------------------------------	----------------------------------	-------------------------------

SUMMARY / POLICY ISSUES

It is necessary to begin the topographic survey and mapping associated with the design of the 56th Street & Cirque Drive Corridor Improvements project. Sitts & Hill was selected through an interview process in which three companies: David Evans & Associates, AHBL, and Sitts & Hill Engineers, were interviewed. The interviews were conducted on October 25, 2013, and a decision was made to enter into negotiations with Sitts & Hill Engineers for topographic survey and mapping services for the 56th Street & Cirque Drive Corridor Improvements project. Sitts & Hill provided an estimate for this survey in the amount of \$180,312.00.

This project is funded through an FHWA grant jointly obtained by the Cities of University Place and Tacoma. The cost is 86.5% funded through the grant and the remaining 13.5% is split equally between University Place and Tacoma per interlocal agreement (6.75% each).

Staff is proposing to enter into an agreement for 56th Street & Cirque Drive Corridor Improvements survey and mapping services with Sitts & Hill Engineers in an amount not to exceed \$180,312.00.

ALTERNATIVES CONSIDERED

Three surveying firms were interviewed and rated by representatives from University Place and Tacoma. As a result of these interviews and subsequent ratings, Sitts & Hill was determined to be the most suitable for this project. The other firms interviewed were David Evans and Associates and AHBL.

BOARD OR COMMITTEE RECOMMENDATION

The Consultant selection process is in accordance with the requirements and limitations associated with the grant funding.

RECOMMENDATION / MOTION

Move to:

Authorize the City Manager to execute a Local Agency Standard Consultant Agreement with Sitts & Hill Engineers for survey services, as required for construction of the 56th Street & Cirque Drive Corridor Improvements project, in an amount not to exceed One Hundred Eighty Thousand Three Hundred Twelve dollars and no cents (\$180,312.00).

Local Agency Standard Consultant Agreement	Consultant/Address/Telephone SITTS & HILL ENGINEERS, INC. 4815 CENTER STREET TACOMA, WA 98409	
<input checked="" type="checkbox"/> Architectural/Engineering Agreement <input type="checkbox"/> Personal Services Agreement Agreement Number	253-474-9449	
Federal Aid Number	Project Title And Work Description	
Agreement Type (Choose one) <input checked="" type="checkbox"/> Lump Sum Lump Sum Amount \$ <u>180,312.00</u> <input type="checkbox"/> Cost Plus Fixed Fee Overhead Progress Payment Rate _____ % Overhead Cost Method <input type="checkbox"/> Actual Cost <input type="checkbox"/> Actual Cost Not To Exceed _____ % <input type="checkbox"/> Fixed Overhead Rate _____ % Fixed Fee \$ _____ <input type="checkbox"/> Specific Rates Of Pay <input type="checkbox"/> Negotiated Hourly Rate <input type="checkbox"/> Provisional Hourly Rate <input type="checkbox"/> Cost Per Unit of Work	S. 56th Street and Cirque Drive Corridor Improvements Survey Engineering Services	
	DBE Participation <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No _____ %	
	Federal ID Number or Social Security Number	
	Do you require a 1099 for IRS? <input type="checkbox"/> Yes <input type="checkbox"/> No	Completion Date December 31, 2014
	Total Amount Authorized \$	<u>180,312.00</u>
	Management Reserve Fund \$	_____
	Maximum Amount Payable \$	<u>180,312.00</u>

Index of Exhibits (Check all that apply):

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

THIS AGREEMENT, made and entered into this _____ day of _____ December _____, 2013, between the Local Agency of _____ City of University Place _____, Washington, hereinafter called the "AGENCY", and the above organization hereinafter called the "CONSULTANT".

WITNESSETH THAT:

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

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

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

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

I General Description of Work

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

II Scope of Work

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

III General Requirements

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

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

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

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

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

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

IV Time for Beginning and Completion

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

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

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

V Payment Provisions

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

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

VI Sub-Contracting

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

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

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

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

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

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

VII Employment

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

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

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

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

VIII Nondiscrimination

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

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

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

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

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

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

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

49 CFR Part 21

23 CFR Part 200

RCW 49.60.180

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

IX Termination of Agreement

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

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

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

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

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

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

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

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

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

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

X Changes of Work

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

XI Disputes

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

XII Venue, Applicable Law, and Personal Jurisdiction

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

XIII Legal Relations

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

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

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

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

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

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

Insurance Coverage

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

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

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

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

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

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

XIV Extra Work

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

XV Endorsement of Plans

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

XVI Federal and State Review

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

XVII Certification of the Consultant and the Agency

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

XVIII Complete Agreement

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

XIX Execution and Acceptance

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

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

By _____ By _____

Consultant _____ Agency _____

SITTS & HILL ENGINEERS, INC.

Professional Engineers and Planners
4815 Center Street, Tacoma, WA 98409
Telephone (253) 474-9449
Fax (253) 474-0153

ROBERT J. DAHMEN, P.E.
BRENT K. LESLIE, P.E.
KATHY A. HARGRAVE, P.E.
LARRY G. LINDELL, P.E.

December 3, 2013

CITY OF UNIVERSITY PLACE
3715 Bridgeport Way West
University Place, WA 98466

TO: Mr. Don Nutter

SUBJECT: ***PROPOSAL FOR TOPOGRAPHIC MAPPING SERVICES FOR SOUTH 56TH STREET & CIRQUE DRIVE WEST, IN THE CITIES OF UNIVERSITY PLACE AND TACOMA, WA.***

Dear Don,

Thank you for the opportunity to submit this proposal for survey services on the above referenced property.

PROJECT SCOPE

Our Scope of Services will be as follows:

Horizontal Datum: The horizontal datum for all survey control shall be NAD 83/91 - Washington State Plane Coordinate System, South Zone. Prior to commencing topographic survey, all control points will be assigned a project datum coordinate, by applying a combined scale factor and adding 328,083.333 feet to both the northing and easting coordinates per WSDOT Highway Surveying Manual. The methodology for calculating the combined scale factor, as well as its value, shall be disclosed in all horizontal datum statements associated with the project. All survey data gathered throughout the topographic survey shall be collected using ground measurements (U.S. Survey Foot) in the project datum. A control point table shall be provided on the face of the survey, and will include both State Plane and Project Datum values.

Vertical Datum: The vertical datum for all survey data gathered shall be NGVD 29, per a published City of Tacoma control point. The benchmark utilized for the vertical datum origin shall be disclosed in all vertical datum statements throughout the project. The elevation of each primary control point shall be shown in the control point table.

Right-of-Way Determination: All rights-of-way included within the limits of the topographic survey shall be determined utilizing all available information, and the source documents/instruments utilized for the determination shall be disclosed on the face of the survey. Controlling monuments utilized in determining rights-of-way shall be shown and labeled with detailed description, coordinate value, and date visited. All property corners found along right-of-way lines shall be shown and described on the face of the survey. If City records include existing stationing/alignment information associated with any right-of-way within the limits of this survey, the associated values shall be utilized and shown on the face of the survey. Bearings and distances of all controlling elements of the rights-of-way throughout the project corridor shall be shown.

Topographic Survey:

- **Extents:** The South 56th Street/Cirque Drive W. right-of-way corridor survey shall be limited to the legal extents of the right-of-way, and shall not exceed onto adjoining parcels, unless specifically directed to do so. Cross streets shall be surveyed 50' north and south of the South 56th Street/Cirque Drive W. curb returns, and shall include the full width of the cross streets' right-of-way. The easterly extent of this corridor survey is the westerly right-of-way line of Interstate 5, and westerly extent is the westerly right-of-way line of Grandview Drive W. If access to adjoining private property is required, the City shall notify private property owners in advance.
- **Features:** The features to be collected in the field and displayed on mapping include, but are not limited to, the following: structures, curbs, gutters, edge of pavement, sidewalks, detailed mapping of existing curb returns and ramps to include delineation of concrete ramp panels (ADA), shoulders, driveways, walls, fences, landscaped areas, all visible surface utilities (manholes, cleanouts, vaults, junction boxes, valves, meters, hydrants, vents, utility poles (note overhead line directions and drops), light poles, irrigation, risers, etc.), traffic striping (including stop bars, turn arrows, and lettering), signs (including description), significant and/or ornamental trees > 2" (note size and species), edge of vegetation, underground utility paint marks and other evidence (signage, asphalt patches, fresh trenching, etc.), top of slopes, toe of slopes, breaklines, spot elevation as needed, ditches, storm drainage structures, including culverts, catch basins and manholes. Note size, type and invert elevations of sanitary sewer and storm drainage structures and appurtenances within the City of University Place.

Utility Research and Mapping: Underground utilities shall be shown based on surface evidence (paint marks, signage, evidence of trenching, etc.), as well as examination of City of Tacoma, City of University Place, or utility company records. "Call Before You Dig – Dial 811" shall be utilized for utility locate services within public rights-of-way to the maximum extent possible. Private utility locate services may be required. For private property locates, a private locate service shall be utilized. All record information that is not supported by physical evidence should be noted as such on the face of the survey, and the corresponding linetypes should make a distinction between observed and record (solid vs. dashed, bold vs. faint, etc.). Drawings utilized for underground utility research shall be noted on the face of the survey. Invert elevations, pipe sizes and types, of all storm and sanitary structures within the City of University Place shall be noted on the face of the survey.

Deliverables:

❖ **University Place (portion of corridor within City of University Place):**

- Provide topographic survey at 1"=20'.
- North shall be up or to the right.
- Provide 1' contour interval mapping, and include statement regarding compliance with National Map Accuracy Standards. Include spot elevations as needed.
- All text shall be "simplex" font (no slant), sized at 0.10.
- Standard APWA drafting standards shall be utilized for layers, colors, and symbols.
- Sheet Size shall be 22"x34" on standard Sitts & Hill title blocks. All sheets shall include a north arrow, graphic scale, and a legend for symbology and linetypes.
- Electronic drawing deliverables shall be in AutoCAD Civil3D version 2010, or later. If electronic drawing file sizes become too large, a mutually agreed upon fragmentation of the electronic data shall be provided. Supporting electronic files shall include point files (.csv or equivalent), .xml file(s) as required, and .ctb file(s) as required.

- Electronic deliverables will include a digital terrain model (DTM).
- Signed hard copy and pdf sets shall be provided.
- ❖ **City of Tacoma (portion of corridor within City of Tacoma):**
 - Provide topographic survey at 1"=20'.
 - North shall be up or to the right.
 - Provide 1' contour interval mapping, and include statement regarding compliance with National Map Accuracy Standards. Include spot elevations as needed.
 - Sheet Size shall be 22"x34" on City of Tacoma title blocks. All sheets shall include a north arrow, graphic scale, and a legend for symbology and linetypes.
 - City of Tacoma CAD Standards shall be utilized. AutoCAD Civil 3D styles shall be provided by City for utilization in Sitts & Hill mapping, if necessary. If electronic drawing file sizes become too large, a mutually agreed upon fragmentation of the electronic data can be provided.
 - Electronic drawing deliverables shall be in AutoCAD Civil3D version 2010, or later. Supporting electronic files shall include point files (.csv or equivalent), .xml file(s) as required, and .ctb file(s) as required.
 - Electronic deliverables will include a digital terrain model (DTM).
 - Signed hard copy and pdf sets shall be provided.

EXCLUSIONS

- **Adjoining Property Boundary and Easement Determination:** The location and direction of property lines intersecting the rights-of-way along the project corridor will not represent a boundary determination. Parcel lines will be shown as approximate, and will be based on GIS information. Easements adjoining right-of-way corridor will not be determined or depicted.
- **Storm and Sanitary Structures:** Invert elevations, pipe sizes and types will not be surveyed within the City of Tacoma. GIS information will be utilized, if available.
- Profiles showing road centerline, flowline and underground utilities will not be provided on hard copy or electronic deliverables. All mapping will be presented in plan view.

COMPENSATION

Our proposed fee for this Scope of Services is **\$180,312** to be billed monthly on percent complete basis. A cost breakdown related to our anticipated scope of services is attached for your reference.

Costs that may be required, but are not included in this proposal are as follows:

- Private Utility Locate Services
- Title Reports for adjoining properties

SCHEDULE

We can begin this project immediately after receiving your Authorization to Proceed, and we anticipate providing deliverables to you within 12 weeks.

We appreciate the opportunity to submit this proposal and are looking forward to the successful completion of this project for you. If you have any questions, please don't hesitate to contact our office.

Sincerely,

SITTS & HILL ENGINEERS, INC.

A handwritten signature in black ink that reads "Mike McEvilly". The signature is written in a cursive, flowing style.

Mike McEvilly, P.L.S.
Survey Manager

Exhibit C
Electronic Exchange of Engineering and Other Data

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

I. Surveying, Roadway Design & Plans Preparation Section

A. Survey Data

B. Roadway Design Files

C. Computer Aided Drafting Files

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

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

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

II. Any Other Electronic Files to Be Provided

III. Methods to Electronically Exchange Data

A. Agency Software Suite

B. Electronic Messaging System

C. File Transfers Format

Exhibit D-1 Payment (Lump Sum)

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

- A. Lump Sum Agreement: Payment for all consulting services for this PROJECT shall be on the basis of a lump sum amount as shown in the heading of this AGREEMENT.
 - 1. Maximum Total Amount Payable: The Maximum Total Amount Payable by the AGENCY to the CONSULTANT under this AGREEMENT shall not exceed the amount shown in the heading of this AGREEMENT. The Maximum Total Amount Payable is comprised of the Total Amount Authorized, and the Management Reserve Fund. The Maximum Total Amount Payable does not include payment for Extra Work as stipulated in Section XIV, "Extra Work." No minimum amount payable is guaranteed under this AGREEMENT.

- B. Monthly Progress Payments: The CONSULTANT may submit billings to the AGENCY for reimbursement of costs on a monthly basis. To provide a means of verifying the billed salary costs for the CONSULTANT'S employees, the AGENCY may conduct employee interviews. These interviews may consist of recording the names, titles, salary rate, and present duties of those employees performing work on the PROJECT at the time of the interview.

- C. Final Payment: Final Payment of any balance due the CONSULTANT of the gross amount earned will be made promptly upon its verification by the AGENCY after the completion of the work under this AGREEMENT, contingent upon receipt of all PS&E, plans, maps, notes, reports, electronic data and other related documents which are required to be furnished under this AGREEMENT. Acceptance of such Final Payment by the CONSULTANT shall constitute a release of all claims for payment, which the CONSULTANT may have against the AGENCY unless such claims are specifically reserved in writing and transmitted to the AGENCY by the CONSULTANT prior to its acceptance. Said Final Payment shall not, however, be a bar to any claims that the AGENCY may have against the CONSULTANT or to any remedies the AGENCY may pursue with respect to such claims.

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

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

Exhibit E-1
Consultant Fee Determination - Summary Sheet
(Lump Sum, Cost Plus Fixed Fee, Cost Per Unit of Work)

Project: _____

Direct Salary Cost (DSC):

<u>Classification</u>	<u>Man Hours</u>	<u>Rate</u>	=	<u>Cost</u>
_____	_____	X		\$ _____
_____	_____	X		_____
_____	_____	X		_____
_____	_____	X		_____
_____	_____	X		_____
_____	_____	X		_____
_____	_____	X		_____
_____	_____	X		_____
_____	_____	X		_____
_____	_____	X		_____
_____	_____	X		_____
_____	_____	X		_____
_____	_____	X		_____
_____	_____	X		_____
_____	_____	X		_____

Total DSC = \$ _____

Overhead (OH Cost -- including Salary Additives):

OH Rate x DSC of _____ % x \$ _____

Fixed Fee (FF):

FF Rate x DSC of _____ % x \$ _____

Reimbursables:

- Itemized _____

Subtotal (Consultant Total):

Subconsultant Costs (See Exhibit G):

Grand Total

Prepared By: _____

Date: _____

SURVEYING SERVICES ESTIMATE

PREPARED FOR:

FILE: 2013-11-27 56th Street Mapping
 DATE: November 27,2013
 ESTIMATE BY: McEvilly

**City of University Place
 3715 Bridgeport Way West
 University Place, WA 98466**

SITTS & HILL ENGINEERS, INC.

CIVIL ■ STRUCTURAL ■ SURVEYING
 4815 CENTER STREET | TACOMA, WA 98409
 PHONE: 253-474-9449 | FAX: 253-474-0153

PROJECT: S. 56th & Cirque Dr. Corridor Improvements

DESCRIPTION	SURVEY MANAGER \$121	PROJECT SURVEYOR \$107	ONE MAN CREW \$110	SURVEY CREW (2) \$160	CAD TECH. \$78	MILEAGE \$0.550	MATERIAL (PER UNIT) \$0.50	TOTAL COSTS
BOUNDARY & TOPOGRAPHIC SURVEY								
1. Research General		24						\$2,568
2. Right-of-Way Research and Determination		160						\$17,120
3. Survey Control - Establish Horizontal and Vertical Datum		20		80				\$14,940
4. Utility Research		100						\$10,700
5. Topographic Mapping				460				\$73,600
6. Field Utility Investigation				40				\$6,400
7. Drafting					400			\$31,200
8. Utility Locate Coordination		40						\$4,280
9. Prepare Deliverables					80			\$6,240
10. QA/QC, Project Management, Finalize and Deliver	80	16			24			\$13,264
NOTES:	80	360	0	580	504	0	0	
Subtotalled Costs (this sheet)	\$9,680	\$38,520	\$0	\$92,800	\$39,312	\$0.00	\$0.00	\$180,312
Subtotalled Man Hours (this sheet)	80	360	0	580	504			
Total Man Hours (entire estimate)	80	360	0	580	504			

ESTIMATED TOTAL COSTS: \$180,312

Exhibit H

Title VI Assurances

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

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

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

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

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

(Refer to Agreement, Section IX)

Lump Sum Contracts

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

Cost Plus Fixed Fee Contracts

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

Specific Rates of Pay Contracts

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

Cost Per Unit of Work Contracts

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

Exhibit J

Alleged Consultant Design Error Procedures

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

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

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

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

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

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

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

Step 4 – Attempt to Resolve Alleged Design Error with Consultant

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

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

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

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

Step 5 – Forward Documents to Highways and Local Programs

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

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

Exhibit K

Consultant Claim Procedures

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

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

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

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

The consultant's claim must outline the following:

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

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

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

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

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

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

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

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

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

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

Step 5 – Informing Consultant of Decision Regarding the Claim

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

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

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

Exhibit M-1(a)
Certification Of Consultant

Project No. _____
Local Agency _____

I hereby certify that I am _____ and duly authorized representative of the firm of SITTS & HILL ENGINEERS, INC. whose address is _____ and that neither I nor the above firm I here represent has:

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

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

Date

Signature

Exhibit M-1(b)
Certification Of Agency Official

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

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

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

Date

Signature

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

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

Consultant (Firm): SITTS & HILL ENGINEERS, INC.

(Date)

(Signature) President or Authorized Official of Consultant

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

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

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

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

Consultant (Firm): SITTS & HILL ENGINEERS, INC.

(Date)

(Signature) President or Authorized Official of Consultant

Exhibit M-4
Certificate of Current Cost or Pricing Data

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

Firm SITTS & HILL ENGINEERS, INC.

Name _____

Title _____

Date of Execution*** _____

* Identify the proposal, quotation, request for price adjustment, or other submission involved, giving the appropriate identifying number (e.g., RFP No.).

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

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

**Business of the City Council
City of University Place, WA**

Proposed Council Action:

Move To:

Authorize the City Manager to award the Bridgeport Way West Phase 3B Roadway Improvements project to Rodarte Construction, Inc. in the amount of \$2,503,108.75 and execute all necessary contract documents.

Agenda No: 13

Dept. Origin: Engineering

For Agenda of: January 6, 2014

Exhibits: Bid Tabulation Sheet

Concurred by Mayor: _____

Approved by City Manager: _____

Approved as to form by City Atty: _____

Approved by Finance Director: _____

Approved by Department Head: _____

Expenditure Required	\$2,503,108.78	Amount Budgeted	\$2,653,295	Appropriation Required	\$ 0.00
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SUMMARY / POLICY ISSUES

The bid opening for the Bridgeport Way West Phase 3B Roadway Improvements project was held on December 5, 2013. Ten bids were received and are summarized in the table below. Rodarte Construction, Inc. has submitted the lowest responsive, responsible bid in the amount of \$2,503,108.75. Under this project, Rodarte Construction will construct curbs, gutters, sidewalks, bike lanes, storm drainage improvements, paving, landscaping, irrigation, street lights and two new traffic signals on Bridgeport Way West between Chambers Lane West and 54th Street West.

This project is funded through a grant from the Federal Highway Administration. This grant covers 86.5% of the cost of this construction. The 13.5% local match is programmed in the City's current budget.

ALTERNATIVES CONSIDERED

Company	Total Bid
<i>Rodarte Construction, Inc.</i>	<i>\$ 2,503,108.75</i>
Northwest Cascade, Inc.	\$ 2,508,946.15
Tri State Construction, Inc.	\$ 2,617,222.00
R.W. Scott Construction Co.	\$ 2,680,998.50
Active Construction, Inc.	\$ 2,706,208.58
Tucci & Sons, Inc.	\$ 2,708,221.40
Titan Earthwork	\$ 2,740,758.95
Westwater Construction Co.	\$ 2,937,347.00
Tapani, Inc.	\$ 3,089,996.50
NOVA Contracting, Inc.	\$ 3,424,050.00
<i>Engineers Estimate</i>	<i>\$ 2,391,302.50</i>

BOARD OR COMMITTEE RECOMMENDATION

Representatives from WSDOT have reviewed and approved the low bid proposal.

RECOMMENDATION / MOTION

Authorize the City Manager to award the Bridgeport Way West Phase 3B Roadway Improvements project to Rodarte Construction, Inc. in the amount of \$2,503,108.75 and execute all necessary contract documents.

**City of University Place
Bridgport Way W Phase 3B
Bid Analysis for Thursday, December 5, 2013 Bid Opening**

Item No.	Item Description	Plan	Rodarte Construction, Inc.		Northwest Cascade, Inc.		Tri State Construction Inc.		R.W. Scott Construction Co.		Active Construction, Inc.		Tucci & Sons, Inc.		Titan Earthwork		Westwater Construction Co.		Tapani, Inc.		NOVA Contracting, Inc.		
			Quantity	Unit	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price
1	Mobilization, Cleanup and Demobilization	1	LS	\$ 223,000.00	\$ 176,500.00	\$ 176,500.00	\$ 176,500.00	\$ 230,000.00	\$ 380,000.00	\$ 227,152.00	\$ 227,152.00	\$ 225,000.00	\$ 225,000.00	\$ 270,000.00	\$ 270,000.00	\$ 225,000.00	\$ 225,000.00	\$ 240,000.00	\$ 240,000.00	\$ 240,000.00	\$ 340,000.00	\$ 340,000.00	\$ 340,000.00
2	Roadway Surveying	1	LS	\$ 15,000.00	\$ 15,000.00	\$ 25,000.00	\$ 25,000.00	\$ 30,000.00	\$ 30,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 40,000.00	\$ 40,000.00	\$ 25,000.00	\$ 25,000.00	\$ 36,000.00	\$ 36,000.00	\$ 36,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00
3	Record Drawings	1	LS	\$ 5,000.00	\$ 5,000.00	\$ 7,000.00	\$ 7,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 300.00	\$ 300.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
4	Training	400	HRS	\$ 5.00	\$ 2,000.00	\$ 37.50	\$ 15,000.00	\$ 2.00	\$ 800.00	\$ 8.00	\$ 3,200.00	\$ 0.01	\$ 4.00	\$ 5.00	\$ 2,000.00	\$ 40.00	\$ 16,000.00	\$ 35.00	\$ 14,000.00	\$ 2.00	\$ 800.00	\$ 10.00	\$ 4,000.00
5	Locate Existing Utilities	1	LS	\$ 3,750.00	\$ 3,750.00	\$ 4,000.00	\$ 4,000.00	\$ 10,000.00	\$ 10,000.00	\$ 2,500.00	\$ 2,500.00	\$ 10,000.00	\$ 10,000.00	\$ 1,000.00	\$ 1,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 12,000.00	\$ 12,000.00	\$ 31,000.00	\$ 31,000.00
6	SPCC Plan	1	LS	\$ 500.00	\$ 500.00	\$ 100.00	\$ 100.00	\$ 5,000.00	\$ 5,000.00	\$ 750.00	\$ 750.00	\$ 100.00	\$ 100.00	\$ 1,750.00	\$ 1,750.00	\$ 2,500.00	\$ 2,500.00	\$ 2,000.00	\$ 2,000.00	\$ 1,500.00	\$ 1,500.00	\$ 600.00	\$ 600.00
7	Project Temporary Traffic Control	1	LS	\$ 115,000.00	\$ 115,000.00	\$ 65,000.00	\$ 65,000.00	\$ 200,000.00	\$ 200,000.00	\$ 160,476.00	\$ 160,476.00	\$ 250,000.00	\$ 250,000.00	\$ 318,000.00	\$ 318,000.00	\$ 150,000.00	\$ 150,000.00	\$ 100,000.00	\$ 100,000.00	\$ 185,000.00	\$ 185,000.00	\$ 317,000.00	\$ 317,000.00
8	Clearing & Grubbing	1	LS	\$ 2,400.00	\$ 2,400.00	\$ 70,000.00	\$ 70,000.00	\$ 25,000.00	\$ 25,000.00	\$ 10,000.00	\$ 10,000.00	\$ 20,000.00	\$ 20,000.00	\$ 28,500.00	\$ 28,500.00	\$ 50,000.00	\$ 50,000.00	\$ 25,000.00	\$ 25,000.00	\$ 5,000.00	\$ 5,000.00	\$ 35,000.00	\$ 35,000.00
9	Removal of Structures and Obstructions	1	LS	\$ 12,500.00	\$ 12,500.00	\$ 49,500.00	\$ 49,500.00	\$ 35,000.00	\$ 35,000.00	\$ 37,000.00	\$ 37,000.00	\$ 25,000.00	\$ 25,000.00	\$ 26,800.00	\$ 26,800.00	\$ 75,000.00	\$ 75,000.00	\$ 5,000.00	\$ 5,000.00	\$ 40,000.00	\$ 40,000.00	\$ 83,000.00	\$ 83,000.00
10	Sawcutting Bituminous Pavement	9,791	LF	\$ 1.75	\$ 17,134.25	\$ 2.00	\$ 19,582.00	\$ 2.00	\$ 19,582.00	\$ 1.75	\$ 17,134.25	\$ 1.25	\$ 12,238.75	\$ 2.20	\$ 21,540.20	\$ 1.00	\$ 9,791.00	\$ 3.00	\$ 29,373.00	\$ 1.25	\$ 12,238.75	\$ 2.00	\$ 19,582.00
11	Excavation, Backfill, Compaction and Grading for Roadway	3,962	CY	\$ 19.00	\$ 75,278.00	\$ 27.00	\$ 106,974.00	\$ 28.00	\$ 110,936.00	\$ 18.00	\$ 71,316.00	\$ 26.70	\$ 105,785.40	\$ 22.00	\$ 87,164.00	\$ 10.00	\$ 39,620.00	\$ 35.00	\$ 138,670.00	\$ 30.00	\$ 118,860.00	\$ 20.00	\$ 79,240.00
12	Crushed Surfacing Top Course	893	TN	\$ 22.00	\$ 19,646.00	\$ 29.00	\$ 25,897.00	\$ 26.00	\$ 23,218.00	\$ 18.00	\$ 16,074.00	\$ 34.00	\$ 30,362.00	\$ 34.00	\$ 30,362.00	\$ 27.00	\$ 24,111.00	\$ 20.00	\$ 17,860.00	\$ 28.50	\$ 25,450.50	\$ 34.00	\$ 30,362.00
13	Crushed Surfacing Base Course	1178	TN	\$ 21.00	\$ 24,738.00	\$ 28.00	\$ 32,984.00	\$ 24.00	\$ 28,272.00	\$ 18.00	\$ 21,204.00	\$ 32.00	\$ 37,696.00	\$ 28.50	\$ 33,573.00	\$ 27.00	\$ 31,806.00	\$ 20.00	\$ 23,560.00	\$ 29.00	\$ 34,162.00	\$ 28.00	\$ 32,984.00
14	HMA 1/2" PG 58-22	1481	TN	\$ 98.00	\$ 145,138.00	\$ 95.00	\$ 140,695.00	\$ 91.00	\$ 134,771.00	\$ 96.00	\$ 142,176.00	\$ 100.00	\$ 148,100.00	\$ 93.30	\$ 138,177.30	\$ 110.00	\$ 162,910.00	\$ 100.00	\$ 148,100.00	\$ 95.00	\$ 140,695.00	\$ 115.00	\$ 170,315.00
15	HMA 1/2" PG 58-22 for Driveways	42	TN	\$ 165.00	\$ 6,930.00	\$ 170.00	\$ 7,140.00	\$ 150.00	\$ 6,300.00	\$ 175.00	\$ 7,350.00	\$ 167.00	\$ 7,014.00	\$ 173.30	\$ 7,278.60	\$ 170.00	\$ 7,140.00	\$ 200.00	\$ 8,400.00	\$ 95.00	\$ 3,990.00	\$ 210.00	\$ 8,820.00
16	Pavement Repair Excavation, Incl. Haul	30	SY	\$ 150.00	\$ 4,500.00	\$ 125.00	\$ 3,750.00	\$ 40.00	\$ 1,200.00	\$ 60.00	\$ 1,800.00	\$ 225.00	\$ 6,750.00	\$ 57.25	\$ 1,717.50	\$ 70.00	\$ 2,100.00	\$ 15.00	\$ 450.00	\$ 40.00	\$ 1,200.00	\$ 160.00	\$ 4,800.00
17	Planing Bituminous Pavement	161	SY	\$ 32.00	\$ 5,152.00	\$ 40.00	\$ 6,440.00	\$ 26.00	\$ 4,186.00	\$ 30.00	\$ 4,830.00	\$ 32.00	\$ 5,152.00	\$ 32.00	\$ 5,152.00	\$ 5.00	\$ 805.00	\$ 26.00	\$ 4,186.00	\$ 3.50	\$ 563.50	\$ 30.00	\$ 4,830.00
18	Temporary Commercial HMA	137	TN	\$ 145.00	\$ 19,865.00	\$ 143.00	\$ 19,591.00	\$ 100.00	\$ 13,700.00	\$ 130.00	\$ 17,810.00	\$ 127.00	\$ 17,399.00	\$ 193.00	\$ 26,441.00	\$ 150.00	\$ 20,550.00	\$ 150.00	\$ 20,550.00	\$ 100.00	\$ 13,700.00	\$ 130.00	\$ 17,810.00
19	Cold Mix Asphalt Concrete	50	TN	\$ 125.00	\$ 6,250.00	\$ 155.00	\$ 7,750.00	\$ 150.00	\$ 7,500.00	\$ 110.00	\$ 5,500.00	\$ 140.00	\$ 7,000.00	\$ 130.00	\$ 6,500.00	\$ 150.00	\$ 7,500.00	\$ 100.00	\$ 5,000.00	\$ 110.00	\$ 5,500.00	\$ 130.00	\$ 6,500.00
20	Underdrain Pipe 4" Diam	1280	LF	\$ 3.25	\$ 4,160.00	\$ 6.00	\$ 7,680.00	\$ 5.00	\$ 6,400.00	\$ 28.00	\$ 35,840.00	\$ 7.75	\$ 9,920.00	\$ 4.85	\$ 6,208.00	\$ 5.00	\$ 6,400.00	\$ 7.00	\$ 8,960.00	\$ 13.50	\$ 17,280.00	\$ 18.00	\$ 23,040.00
21	Gravel Backfill for Drains	85	TN	\$ 23.00	\$ 1,955.00	\$ 18.50	\$ 1,572.50	\$ 40.00	\$ 3,400.00	\$ 30.00	\$ 2,550.00	\$ 34.00	\$ 2,890.00	\$ 38.00	\$ 3,230.00	\$ 75.00	\$ 6,375.00	\$ 50.00	\$ 4,250.00	\$ 14.00	\$ 1,190.00	\$ 34.00	\$ 2,890.00
22	Solid Wall PVC Storm Sewer Pipe 12 In. Diam.	2,194	LF	\$ 30.00	\$ 65,820.00	\$ 32.00	\$ 70,208.00	\$ 56.00	\$ 122,864.00	\$ 34.68	\$ 76,087.92	\$ 36.00	\$ 78,984.00	\$ 66.35	\$ 145,571.90	\$ 60.00	\$ 131,640.00	\$ 90.00	\$ 197,460.00	\$ 48.00	\$ 105,312.00	\$ 70.00	\$ 153,580.00
23	Ductile Iron Storm Sewer Pipe 12 In. Diam.	79	LF	\$ 95.00	\$ 7,505.00	\$ 80.00	\$ 6,320.00	\$ 120.00	\$ 9,480.00	\$ 70.00	\$ 5,530.00	\$ 102.00	\$ 8,058.00	\$ 112.00	\$ 8,848.00	\$ 140.00	\$ 11,060.00	\$ 125.00	\$ 9,875.00	\$ 78.00	\$ 6,162.00	\$ 120.00	\$ 9,480.00
24	Catch Basin Type 1	18	EA	\$ 875.00	\$ 15,750.00	\$ 950.00	\$ 17,100.00	\$ 1,500.00	\$ 27,000.00	\$ 800.00	\$ 14,400.00	\$ 1,050.00	\$ 18,900.00	\$ 950.00	\$ 17,100.00	\$ 1,100.00	\$ 19,800.00	\$ 1,200.00	\$ 21,600.00	\$ 1,350.00	\$ 24,300.00	\$ 2,200.00	\$ 39,600.00
25	Catch Basin Type 2, 54" w/ Control Structure	1	EA	\$ 3,200.00	\$ 3,200.00	\$ 4,500.00	\$ 4,500.00	\$ 4,500.00	\$ 4,500.00	\$ 4,500.00	\$ 4,500.00	\$ 4,000.00	\$ 4,000.00	\$ 4,100.00	\$ 4,100.00	\$ 3,600.00	\$ 3,600.00	\$ 4,500.00	\$ 4,500.00	\$ 3,000.00	\$ 3,000.00	\$ 6,000.00	\$ 6,000.00
26	Stormfilter Catch Basin	1	EA	\$ 7,500.00	\$ 7,500.00	\$ 8,000.00	\$ 8,000.00	\$ 10,000.00	\$ 10,000.00	\$ 8,500.00	\$ 8,500.00	\$ 8,500.00	\$ 8,500.00	\$ 8,300.00	\$ 8,300.00	\$ 7,500.00	\$ 7,500.00	\$ 10,000.00	\$ 10,000.00	\$ 7,500.00	\$ 7,500.00	\$ 18,000.00	\$ 18,000.00
27	Concrete Inlet	2	EA	\$ 850.00	\$ 1,700.00	\$ 800.00	\$ 1,600.00	\$ 1,200.00	\$ 2,400.00	\$ 600.00	\$ 1,200.00	\$ 1,100.00	\$ 2,200.00	\$ 1,150.00	\$ 2,300.00	\$ 700.00	\$ 1,400.00	\$ 1,000.00	\$ 2,000.00	\$ 1,250.00	\$ 2,500.00	\$ 2,100.00	\$ 4,200.00
28	Adjust Catch Basin	5	EA	\$ 550.00	\$ 2,750.00	\$ 450.00	\$ 2,250.00	\$ 250.00	\$ 1,250.00	\$ 400.00	\$ 2,000.00	\$ 350.00	\$ 1,750.00	\$ 500.00	\$ 2,500.00	\$ 350.00	\$ 1,750.00	\$ 350.00	\$ 2,000.00	\$ 350.00	\$ 1,750.00	\$ 600.00	\$ 3,000.00
29	Remove Catch Basin	24	EA	\$ 300.00	\$ 7,200.00	\$ 205.00	\$ 4,920.00	\$ 750.00	\$ 18,000.00	\$ 250.00	\$ 6,000.00	\$ 250.00	\$ 6,000.00	\$ 830.00	\$ 19,920.00	\$ 240.00	\$ 5,760.00	\$ 100.00	\$ 2,400.00	\$ 275.00	\$ 6,600.00	\$ 400.00	\$ 9,600.00
30	Connect to Existing Drainage Structure	8	EA	\$ 250.00	\$ 2,000.00	\$ 1,150.00	\$ 9,200.00	\$ 1,500.00	\$ 12,000.00	\$ 400.00	\$ 3,200.00	\$ 800.00	\$ 6,400.00	\$ 450.00	\$ 3,600.00	\$ 725.00	\$ 5,800.00	\$ 300.00	\$ 2,400.00	\$ 1,200.00	\$ 9,600.00	\$ 1,600.00	\$ 12,800.00
31	Trench Excavation Safety System	1	LS	\$ 500.00	\$ 500.00	\$ 89,000.00	\$ 89,000.00	\$ 5,000.00	\$ 5,000.00	\$ 2,000.00	\$ 2,000.00	\$ 350.00	\$ 350.00	\$ 1,500.00	\$ 1,500.00	\$ 20,000.00	\$ 20,000.00	\$ 5,000.00	\$ 5,000.00	\$ 4,000.00	\$ 4,000.00	\$ 21,000.00	\$ 21,000.00
32	Temporary Water Pollution/Erosion Control	1	LS	\$ 17,000.00	\$ 17,000.00	\$ 10,600.00	\$ 10,600.00	\$ 40,000.00	\$ 40,000.00	\$ 14,550.00	\$ 14,550.00	\$ 1.00	\$ 1.00	\$ 1,500.00	\$ 1,500.00	\$ 50,000.00	\$ 50,000.00	\$ 15,000.00	\$ 15,000.00	\$ 25,000.00	\$ 25,000.00	\$ 4,200.00	\$ 4,200.00
33	Top Soil Type A	813	CY	\$ 28.00	\$ 22,764.00	\$ 62.00	\$ 50,406.00	\$ 38.00	\$ 30,894.00	\$ 38.40	\$ 31,219.20	\$ 38.00	\$ 30,894.00	\$ 36.20	\$ 29,430.60	\$ 40.00	\$ 32,520.00	\$ 45.00	\$ 36,585.00	\$ 50.00	\$ 40,650.00	\$ 46.00	\$ 37,398.00
34	Bark or Wood Chip Mulch	185	CY	\$ 24.00	\$ 4,440.00	\$ 58.00	\$ 10,730.00	\$ 38.00	\$ 7,030.00	\$ 50.20	\$ 9,287.00	\$ 50.00	\$ 9,250.00	\$ 48.00	\$ 8,880.00	\$ 40.00	\$ 7,400.00	\$ 45.00	\$ 8,325.00	\$ 48.00	\$ 8,880.00	\$ 42.00	\$ 7,770.00
35	Fine Compost	125	CY	\$ 30.00	\$ 3,750.00	\$ 85.00	\$ 10,625.00	\$ 40.00	\$ 5,000.00	\$ 44.75	\$ 5,593.75	\$ 50.00	\$ 6,250.00	\$ 43.00	\$ 5,375.00	\$ 42.00	\$ 5,250.00	\$ 50.00	\$ 6,250.00	\$ 50.00	\$ 6,250.00	\$ 48.00	\$ 6,000.00
36	Seeding Fertilizing & Mulching	800	SY	\$ 0.65	\$ 520.00	\$ 1.10	\$ 880.00	\$ 1.00	\$ 800.00	\$ 2.20	\$ 1,760.00	\$ 2.10	\$ 1,680.00	\$ 2.00	\$ 1,600.00	\$ 1.00	\$ 800.00	\$ 1.00	\$ 800.00	\$ 1.25	\$ 1,000.00	\$	