

Town Hall Meeting Room  
3715 Bridgeport Way West

- 6:30 pm 1. CALL REGULAR MEETING TO ORDER
2. ROLL CALL AND PLEDGE OF ALLEGIANCE
3. APPROVAL OF MINUTES – February 18, 2014 and March 3, 2014
4. APPROVAL OF AGENDA
- 6:35 pm 5. PRESENTATIONS
- Pierce County READS Proclamation – Lynne Zeiher, University Place Library
  - Relay for Life – Kathy Lanning, American Cancer Society Relay for Life
- 6:45 pm 6. 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.)
- 6:50 pm 7. COUNCIL COMMENTS/REPORTS
- 6:55 pm 8. CITY MANAGER'S REPORT
- COUNCIL CONSIDERATION** – (The following item(s) will require Council action.)
- 7:00 pm 9. CHAMBERS CREEK CANYON TRAIL INTERLOCAL AGREEMENT
- Staff Report
  - Public Comment
  - Council Consideration
- 7:15 pm 10. LANDSCAPING BID AWARD
- Staff Report
  - Public Comment
  - Council Consideration
- 7:30 pm 11. GRAY & OSBORNE CONTRACT
- Staff Report
  - Public Comment
  - Council Consideration
- 7:45 pm 12. EVENTS RESOLUTION
- Staff Report
  - Public Comment
  - Council Consideration
- 8:55 pm 13. MAYOR'S REPORT
- 9:00 pm 14. ADJOURNMENT

\*PRELIMINARY CITY COUNCIL AGENDA

April 7, 2014  
Regular Council Meeting

April 21, 2014  
Regular Council Meeting

May 5, 2014  
Regular Council Meeting

May 19, 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](http://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  
Tuesday, February 18, 2014  
City Hall, Windmill Village**

**1. CALL REGULAR MEETING TO ORDER – MAYOR**

Mayor McCluskey called the Regular Meeting to order at 6:30 p.m.

**2. ROLL CALL AND PLEDGE OF ALLEGIANCE**

Roll call was taken by the Deputy City Clerk as follows:

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

Staff Present: City Manager Sugg, City Attorney Victor, Planning and Development Services Director Swindale, Parks Recreation and Public Works Director Cooper and Deputy City Clerk Nicholas.

Councilmember Worthington led the pledge of allegiance.

**3. APPROVAL OF MINUTES**

**MOTION:** By Councilmember Belleci, seconded by Mayor Pro Tem Figueroa, to approve the minutes of January 21, 2014 as submitted.

**The motion carried.**

**4. APPROVAL OF AGENDA**

Councilmember Worthington requested Consent Agenda Items 8C and 8D be removed from the Consent Agenda to allow for the oral staff report.

**MOTION:** By Councilmember Belleci, seconded by Councilmember Keel, to approve the agenda as amended.

**The motion carried.**

**5. PUBLIC COMMENT –** Bob Schwartz, representing the UPTown Cruisin' Association; donated \$3,500.00 from its annual car show proceeds to the University Place Community Supported Parks and Recreation non-profit to benefit the City's Parks and Recreation Department. He also introduced an opportunity for citizens to donate toward the University Place Veterans' Plaza by using the Fred Meyer Rewards program which donates \$2.5 million per year to non-profit organizations. Citizens interested in sponsoring the University Place Veterans' Plaza through the Rewards program may enter the code 92813.

## 6. COUNCIL COMMENTS/REPORTS

Councilmember Keel reported that Pierce Transit is analyzing its efficiencies as part of its long-range planning efforts and the Puget Sound Regional Council is seeking input from municipalities for transit funding.

Councilmember Worthington reported that the Solid Waste Advisory Committee is updating its Solid Waste Management Plan and noted significant success in waste reduction.

Mayor Pro Tem Figueroa reported on his and Mayor McCluskey's attendance at the Joint Base Lewis-McChord Change of Command ceremony and was impressed by the community participation. He also pointed out that the JBLM I Corps is an operational center of a Major Command.

**7. CITY MANAGER'S REPORT** – City Manager Sugg provided Council with details of Pierce County's "Force Main Replacement Project" for the Day Island Bridge to assist them in directing impacted residents to the proper agency should they be contacted.

## 8A & 8E. CONSENT AGENDA

Mayor Pro Tem Figueroa requested Item 8B be removed from the Consent Agenda for separate consideration.

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

- A. Receive and File: Payroll and Wires for period ending 01/31/2014, signed and dated 02/12/14, check nos. 317841 through 317862, in the total amount of Two Hundred Fifty-One Thousand, Nine Hundred One and 65/100 Dollars (\$251,901.65); Claims dated 02/14/14, signed 02/13/14, check nos. 49891 through 49902 (2013 invoices), in the total amount of One Hundred Nineteen Thousand Six Hundred Ninety-Eight and 37/100 Dollars (\$119,698.37); check no. 39892 replacement for check no. 48056 and check no. 49891 voided.
- B. Receive and File: 2014 Committees and Representative Assignments. **(Pulled for separate consideration)**
- C. Receive and File: Planning Commission's 2014 Work Plan. **(Pulled for separate consideration)**
- D. Adopt a resolution amending Resolution No. 684 the Preliminary Comprehensive Plan Update Public Participation Program in accordance with RCW 36.70A.140; and provide the public with early and continuous public participation in the update process including notice that is broadly and effectively disseminated. **(Pulled for separate consideration)**
- E. Adopt a resolution approving the updates to the Parks Recreation and Open Space (PROS) Plan. **(RESOLUTION NO. 745)**

The motion carried.

## 8C. PLANNING COMMISSION'S 2014 WORK PLAN

**MOTION:** By Councilmember Grassi, seconded by Councilmember Belleci, to accept the Planning Commission's 2014 Work Plan.

The motion carried.

## 8D. AMENDING RESOLUTION NO. 684 THE PRELIMINARY COMPREHENSIVE PLAN UPDATE PUBLIC PARTICIPATION PROGRAM

**MOTION:** By Councilmember Belleci, to adopt a resolution amending Resolution No. 684, the Preliminary Comprehensive Plan Update Public Participation Program, in accordance with RCW 36.70A.140; and provide the public with early and continuous public participation in the update process including notice that is broadly and effectively disseminated.

**The motion carried. (RESOLUTION NO. 746)**

**8B. 2014 COMMITTEES AND REPRESENTATIVE ASSIGNMENTS**

**MOTION:** By Mayor Pro Tem Figueroa, seconded by Councilmember Keel, to accept the 2014/2015 Committees and Representative Assignments as amended.

**The motion carried.**

**COUNCIL CONSIDERATION**

**9. COUNTYWIDE PLANNING POLICIES**

Staff Report – Development Services Director Swindale explained that the Pierce County and Puget Sound Regional Councils facilitate cities in achieving compliance with the requirements of the Growth Management Act (GMA) and the Regional Transportation Planning Organization. As required, the Countywide Planning Policies (CPP) were developed and adopted as goals, objectives and strategies to guide the production of the County and municipal comprehensive plans. Proposed are CPP amendments to incorporate designation criteria for a new type of center for lane use and transportation planning purposes. The Center of Local Importance designation is identified as the lowest center designation in VISION 2040. The Pierce County Council has approved the proposed amendments which must also be ratified by sixty percent of the jurisdictions in Pierce County representing seventy-five percent of the total population.

A councilmember expressed concerns for the proposal's potential to generate outcomes contrary to the intent of the GMA and the community's best interest by allowing for islands of growth in unincorporated areas with limited transportation connectors, infrastructure, and governance.

Public Comment – None

Council Consideration – **MOTION:** By Mayor Pro Tem Figueroa, seconded by Councilmember Grassi, to adopt a resolution authorizing the City Manager to execute an interlocal agreement with Pierce County and its cities and towns amending the County-wide Planning Policies to include criteria for the designation of Centers of Local Importance.

**The motion passed 6 to 1. Councilmember Worthington voted no. (RESOLUTION NO. 747)**

**10. MAYOR'S REPORT**

Mayor McCluskey reported on the success of the 16<sup>th</sup> Combat Aviation Brigade (CAB) Deployment Fair and her attendance at the Association of the United States Army (AUSA) meeting. AUSA announced its intent to initiate a welcome home event and develop a program through which citizens may send letters of encouragement to deployed soldiers of the 16<sup>th</sup> CAB. AUSA's newest member, Jill Worthington, will partner with Mayor McCluskey to implement the process. During her attendance at the Pierce County Cities and Towns (PCCT) meeting with Councilmember Nye, information was reported on Pierce and Sound Transit's work to increase accessibility, outreach and services, and PCCT made the decision to have former Councilmember Choiniere continue to serve on the Pierce County Citizen's Advisory Board as a University Place representative. She also announced August 2nd as the 2014 University Place Festival date.

At 7:41 p.m., the City Council took a five minute break before reconvening to Study Session at 7:49 p.m.

## **STUDY SESSION**

### **11. EQUIPMENT PURCHASES**

Public Works Director Cooper reported on the projected expenditures for replacement of the City's first backhoe acquired in 1996 and a 2001 pickup truck. Both items were included as part of the approved 2013/2014 Budget.

Director Cooper also suggested the City purchase a riding lawn mower which will enable the City to once again provide in-house services for maintenance of the City's parks and street landscaping. After a trial period of contracting with landscaping companies, Mr. Cooper proposed changes to improve services, and efficiencies and to achieve cost savings of \$22,000 annually. Assumptions include \$55,267 for the riding lawn mower and the addition of four temporary summer staff, neither of which are included in the Budget; therefore, the proposal was brought forward to Council.

Council discussed elements of contracting for services, bidding processes, the equipment lease, impacts of hiring additional employees and complexities associated with increasing duties for represented staff. Council requested the opportunity to review a detailed cost analysis at a future meeting.

### **12. U.S. OPEN TASK FORCE**

U.S. Open Task Force co-chairs Nye and Keel reported on the Task Force's initial findings, meetings held and next steps. In its findings, the City has no contractual obligations for the event, only a role as the legal regulatory permitting authority. Financial responsibility and the obligation to meet the City's code requirements are the responsibility of Pierce County, as the golf course owner, and the USGA, as the event organizer. Revenues are estimated at \$800,000 in Admissions Tax and \$400,000 in Sales Tax. The Task Force considers it important to raise awareness and limit expectations of local businesses after learning that most event goers will be transported directly to the golf course, bypassing local businesses and eliminating opportunities to generate business. Further study is necessary to identify event impacts and economic development opportunities, and to refine responsibilities, scope and budget for marketing and economic development activities. This may require Council to consider additional legislation. Task Force member Figueroa reviewed the Task Force mission, established in 2012, and suggested it be revised based on the City's subsequent knowledge. He recommended the Economic Development Director and the City contracted firm for web design and branding, Rusty George Creative, be present during the study session to address event branding.

Council members were interested in identifying the City's role, if any, relating to economic development, marketing, event opportunities and local business awareness. Additional study was requested to review the Task Force mission, scope and budget including both administrative and legislative roles and to identify expected outcomes and impacts to the community.

Motions were made and carried to extend the meeting to 9:30 p.m. and 9:45 p.m. respectively.

### **13. ADJOURNMENT**

The meeting adjourned at 9:39 p.m. No other action was taken.

Submitted by,

Debora Nicholas  
Deputy City Clerk

**CITY OF UNIVERSITY PLACE  
DRAFT MINUTES  
Regular Meeting of the City Council  
Monday, March 3, 2014  
City Hall, Windmill Village**

**1. CALL REGULAR MEETING TO ORDER – MAYOR**

Mayor McCluskey called the Regular Meeting to order at 6:31 p.m.

**2. ROLL CALL AND PLEDGE OF ALLEGIANCE**

Roll call was taken by the City Clerk as follows:

Councilmember Belleci	Present
Councilmember Grassi	Present
Councilmember Keel	Present
Councilmember Nye	Present
Councilmember Worthington	Present
Mayor Pro Tem Figueroa	Excused
Mayor McCluskey	Present

Staff Present: City Manager Sugg, City Attorney Victor, Executive Director/ACM Craig, Police Chief Blair, Planning and Development Services Director Swindale, City Engineer Ecklund, Recreation and Public Works Director Cooper, Principal Planner Boers, Paralegal Grover, Public Safety Manager Hales, and City Clerk Genetia.

**MOTION:** By Councilmember Grassi, seconded by Councilmember Keel, to excuse the absence of Mayor Pro Tem Figueroa.

**The motion carried.**

Councilmember Nye led the pledge of allegiance.

**3. APPROVAL OF MINUTES**

**MOTION:** By Councilmember Belleci, seconded by Councilmember Grassi, to approve the minutes of February 3, 2014 as submitted.

**The motion carried.**

**4. APPROVAL OF AGENDA**

**MOTION:** By Councilmember Grassi, seconded by Councilmember Belleci, to approve the agenda as amended.

**The motion carried.**

**AMENDED MOTION:** By Councilmember Worthington, seconded by Councilmember Grassi, to remove Item 10 – Public Safety Resolution from the agenda and reschedule its consideration at the March 10, 2014 Council meeting.

**The motion carried.**

## 5. PRESENTATIONS

Citizens Taking Action Against Crime – Police Chief Blair presented a Citizens Taking Action Against Crime Award to Robert Monaghan and Mark Carr for their effort and action in assisting the police with the apprehension and arrest of the person involved in a car theft and burglary.

Recognition Award – Mayor McCluskey presented Certificates of Recognition to Conner Frans, Bobby Hay, John Nunes, and PJ Stead of University Place Cub Scout Pack 148 for their achievement of excellence in science, technology, engineering and mathematics through the Boy Scouts of America STEM/NOVA program.

6. PUBLIC COMMENT – None

7. COUNCIL COMMENTS/REPORTS - None

Commission Comment: Public Safety Commission member Williams expressed her support for the recommendation presented by the Public Safety Commission.

## 8. CITY MANAGER'S REPORT

City Manager Sugg reported that additional time is needed for staff to study the feasibility of reinstating the landscape maintenance of parks and right-of-ways in-house. In the meantime, staff will be bringing back a recommended bid for the landscaping contract at a future meeting.

## 9A-9E. 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 02/15/14, signed and dated 02/26/14, check nos. 317863 through 317879, and wires in the total amount of One Hundred Eighty-Two Thousand Four Hundred Eight-Five and 22/100 Dollars (\$182,485.22); Claims dated 02/14/14, signed 2/13/14, check nos. 49859 through 49890, check no. 49869 voided, in the total amount of Forty-Three Thousand Three Hundred Nineteen and 39/100 Dollars (\$43,319.39); and Claims dated 02/28/14, signed 02/26/14, check nos. 49903 through 49978, check no. 49905 replacement for check no. 49869 and check nos. 49222 and 49974 voided, in the total amount of Seven Hundred Twenty-One Thousand Sixty-Three and 83/100 Dollars (\$721,063.83).
- B. Receive and File: Certificate of Recognition for the Seattle Seahawks.
- C. Authorize the City Manager to purchase a 2014 Case 580 Backhoe from Sonsray in the amount not to exceed Sixty-Four Thousand Two Hundred Seventy-Five and 84/100 Dollars (\$64,275.84), including 9.4% sales tax and execute all necessary documents.
- D. Authorize the City Manager to purchase a 2014 Chevrolet Silverado 1500 Truck from Bud Clary Chevrolet in the amount not to exceed Thirty-Two Thousand One Hundred Sixteen and 56/100 Dollars (\$32,116.56), including 9.4% sales tax and execute all necessary documents.
- E. Adopt a resolution approving an Interlocal Agreement with the City of Tacoma for 56<sup>th</sup> Street/Cirque Drive Corridor Design. **(RESOLUTION NO. 748)**

The motion carried.

## COUNCIL CONSIDERATION

10. PUBLIC SAFETY RESOLUTION – RESCHEDULED FOR THE 3/10/14 COUNCIL MEETING.

11. MAYOR'S REPORT

Mayor McCluskey reported on the following: Association of Washington Cities Board of Directors for District 6 and At-Large #1 position openings; her meeting with two University of Washington-Tacoma

students working on a project about University Place; City mayors' letter to the Legislature calling for a portion of marijuana revenues to pay for local enforcement and social costs; Lorna Smith's resignation from the Board of Directors for the Greater Tacoma Regional Convention & Visitors Bureau; Planning Commission's position interview; and Pierce County Regional Council's general assembly meeting.

Councilmembers Keel and Worthington announced their intent to apply for the AWC Board of Directors position.

At 7:08 p.m., Council adjourned its regular business meeting and recessed to study session.

## **STUDY SESSION**

### **12. CHAMBERS CREEK PROPERTIES DESIGN STANDARDS**

Planning and Development Services Director Swindale provided background on the Chambers Creek Properties Standards and Guidelines. The Standards and Guidelines apply to the 930 acres of Pierce County-owned property located along the Puget Sound and extending through the cities of University Place and Lakewood. On February 7, 2000, the three jurisdictions entered into a Joint Procedural Agreement that established the process and procedures to facilitate the implementation of the Master Site Plan and the adopted design standards. The City Council approved the first update to the Chambers Creek Properties Master Plan subject to a condition that includes the revision of the Chambers Creek Properties Design Standards. Many of the standards were vague and did not include a process for review and approval of projects, and were not codified, which makes them difficult to administer. It is proposed that the existing design standards be repealed and replaced with a new set of standards that include an administrative section, goals and policies, and definitions for temporary uses for temporary structures which currently exist on the property. Other amendments include provisions for substitutions, adjustments, exceptions, joint processes, signage, landscaping and setbacks.

Council discussed the Master Site Plan, public process for non-conforming requests, buffers, and special event provisions as they apply to the 2015 U.S. Open.

### **13. VIEW PROTECTION**

Principal Planner Boers reviewed Resolution No. 698 which directed the Planning Commission to study, develop, and recommend actions to protect scenic views obstructed by vegetation in the City which includes reviewing policies regarding trees in the City's right-of-way and on City property; protecting views along select view corridors or from specific points; regulating the types of vegetation planted during new construction; and instituting an educational program to encourage property owners in view-sensitive areas to be mindful of the vegetation they plant and maintain on their private properties. In addition, the Planning Commission was directed to recommend language to clarify existing Zoning Code provisions regarding the number of trees that property owners are allowed to cut down in a three-year period; and City staff's availability to consult with residents on the determination of what constitutes a dangerous or hazardous tree.

Mr. Boers, along with Planning Commissioner Smith, presented and discussed the Commission's recommendations for each of the six topics identified in the Resolution. The Planning Commission recommends that the proposed amendments be considered for adoption along with any other potential amendments that may be developed during the City's Growth Management Act (GMA) periodic update process.

### **14. CHAMBERS CREEK TRAIL INTERLOCAL AGREEMENT**

Planning and Development Services Director Swindale advised Council that the cities of University Place and Lakewood, and Pierce County are jointly working on the design and development of the proposed Chambers Creek Canyon Trail. Staff from the three jurisdictions have developed an interlocal agreement with the purpose of establishing a framework for the parties to cooperate and participate in the planning,

design and permitting work for the trail, boardwalk and bridges, and associated trail connections and amenities, and to collaboratively seek grants and other funding sources for the trail.

Trails in the Chambers Creek and Leach Creek Canyons have long been a goal of the City and have since been depicted in the Chambers Creek Master Site Plan and City's first Parks Recreation and Open Space (PROS) Plan.

The proposed interlocal agreement will be brought back to Council for consideration at its next regular meeting.

**15. ADJOURNMENT**

The meeting adjourned at 9:16 p.m. No other action was taken.

Submitted by,

Emy Genetia  
City Clerk

# ***CITY OF UNIVERSITY PLACE PROCLAMATION***

***WHEREAS***, Pierce County READS seeks to engage, involve, and connect people throughout Pierce County; and

***WHEREAS***, Pierce County READS is the largest community reading event in the county, when people read an award-winning book, participate in free events, join with groups to discuss the book, and attend a free event to meet the nationally known, best-selling author on April 25, at 7 p.m.; and

***WHEREAS***, the Pierce County Library is offering this community-wide program in collaboration with numerous community partners.

***NOW, THEREFORE***, the City Council of the City of University Place does hereby proclaim March 2 through April 25, 2014 as

## **PIERCE COUNTY READS**

and wishes to recognize Pierce County Library System, The News Tribune's Pierce County READS, sponsored by KeyBank Foundation and Pierce County Library Foundation, for their involvement and participation in this program.

***PROCLAIMED BY THE CITY COUNCIL OF THE CITY OF  
UNIVERSITY PLACE, WASHINGTON ON MARCH 17, 2014.***

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Denise McCluskey, Mayor

ATTEST:

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Emy Genetia, City Clerk

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

**Proposed Council Action:**

Adopt a resolution authorizing the City Manager to enter into an Interlocal Agreement with Pierce County and the City of Lakewood for the purpose of establishing a framework for the Parties to cooperate and participate in the planning, design and permitting work for the Trail, boardwalk and bridges and associated Trail connections and amenities as necessary, and to collaboratively seek grants and other funding sources for the Trail located between the Chambers Creek Road Trailhead and Kobayashi Park/Phillips Road.

**Agenda No:** 9  
**Dept. Origin:** Planning & Development Services  
**For Agenda of:** March 17, 2014  
**Exhibits:** Resolution  
 Interlocal 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 \$ 0.00	Amount Budgeted \$ 0.00	Appropriation Required -0-
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**SUMMARY / POLICY ISSUES**

The cities of University Place and Lakewood and Pierce County are jointly working on the design and development of the proposed Chambers Creek Canyon Trail. Having trails in the Chambers Creek and Leach Creek Canyons have long been a goal of the City. Identified at the first City visioning workshop held shortly after incorporation, proposed trail alignments were depicted in the Chambers Creek Master Site Plan and the City's first Parks Recreation and Open Space Plan, both adopted in 1997.

In 2013, the City of University Place, in cooperation with the City of Lakewood and Pierce County held a public open house, surveyed a trail alignment and developed a draft trail implementation plan. Staff from the three jurisdictions determined that the next logical step would be to develop an interlocal agreement.

City staff developed the attached Interlocal Agreement with the purpose of establishing a framework for the parties to cooperate and participate in the planning, designing and permitting work for the Trail, boardwalk and bridges and associated Trail connections and amenities as necessary, and to collaboratively seek grants and other funding sources for the Trail located between the Chambers Creek Road Trailhead and Kobayashi Park/Phillips Road.

**RECOMMENDATION / MOTION**

**MOVE TO:** Adopt a resolution authorizing the City Manager to enter into an Interlocal Agreement with Pierce County and the City of Lakewood for the purpose of establishing a framework for the Parties to cooperate and participate in the planning, design and permitting work for the Trail, boardwalk and bridges and associated Trail connections and amenities as necessary, and to collaboratively seek grants and other funding sources for the Trail located between the Chambers Creek Road Trailhead and Kobayashi Park/Phillips Road.

**RESOLUTION NO.**

**A RESOLUTION OF THE CITY OF UNIVERSITY PLACE, WASHINGTON,  
APPROVING THE INTERLOCAL AGREEMENT BETWEEN THE CITY OF  
UNIVERSITY PLACE, CITY OF LAKEWOOD AND PIERCE COUNTY FOR PLANNING  
THE CHAMBERS CREEK TRAIL PROJECT**

WHEREAS, the cities of University Place and Lakewood and Pierce County are jointly working on the design and development of the proposed Chamber Creek Canyon Trail. Having trails in the Chambers Creek and Leach Creek Canyons have long been a goal of the City, which was identified at the first City visioning workshop held shortly after incorporation, proposed trail alignments were depicted in the Chambers Creek Master Site Plan and the City's first Parks Recreation and Open Space Plan, both adopted in 1997; and

WHEREAS, in 2013 the City of University Place in cooperation with the City of Lakewood and Pierce County held a public open house, surveyed a trail alignment and developed a draft trail implementation plan. Staff from the three jurisdictions determined that the next logical step would be to develop an interlocal agreement; and

WHEREAS, City staff developed the attached Interlocal Agreement with the purpose of establishing a framework for the parties to cooperate and participate in the planning, designing and permitting work for the Trail, boardwalk and bridges and associated Trail connections and amenities as necessary, and to collaboratively seek grants and other funding sources for the Trail located between the Chambers Creek Road Trailhead and Kobayashi Park/Phillips Road.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF UNIVERSITY PLACE, WASHINGTON, AS FOLLOWS:**

**Section 1. Interlocal Agreement Approved.** The proposed Interlocal Agreement between the City of University Place, City of Lakewood and Pierce County for Planning the Chambers Creek Trail is hereby approved substantially in the form attached hereto.

**Section 2. Effective Date.** This Resolution shall take effect immediately upon its adoption.

**ADOPTED BY THE CITY COUNCIL ON MARCH 17, 2014.**

\_\_\_\_\_  
Denise McCluskey, Mayor

**ATTEST:**

\_\_\_\_\_  
Emy Genetia, City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Steve Victor, City Attorney

**INTERLOCAL AGREEMENT FOR COOPERATIVE PLANNING,  
DESIGN, AND CONSTRUCTION OF THE CHAMBERS CREEK CANYON TRAIL**

THIS INTERLOCAL AGREEMENT (hereinafter referred to as this "Agreement") is made and entered into this \_\_\_\_day of April, 2014, by and between the City of University Place, (hereinafter referred to as "UP"), City of Lakewood (hereinafter referred to as "Lakewood"), and Pierce County (hereinafter referred to as "County"); collectively referred to in this Agreement as the "Parties" and singularly referred to as a "Party."

**BACKGROUND**

- A. The County and UP own certain real property in Chambers Creek Canyon where the north side of the canyon lies in UP and the south side of the canyon lies in Lakewood. The dividing line between the two cities is the center line of Chambers Creek.
- B. In 1997, following an extensive public process, the County adopted the Chambers Creek Properties Master Site Plan which included a proposed trail extending from an existing trailhead on Chambers Creek Road at the west end of the trail up the canyon on both the north and south sides.
- C. In June of 1997 the City of University Place adopted its first Parks, Recreation and Open Space Plan ("UP PROS Plan") citing the Chambers Creek Properties Master Site Plan and describing the Chambers Creek Canyon Trail in detail. The Trail is identified as a future component of the UP park system in the 2007 and 2014 UP PROS Plan updates.
- D. On June 19, 2000, the County, UP and Lakewood entered into a Joint Procedural Agreement to facilitate and develop the Chambers Creek Properties, including a trail in Chambers Creek Canyon ("Trail").
- E. In 2004, with the help of the Washington State Recreation and Conservation Office and Pierce County Conservation Futures, UP purchased the Kobayashi property, which is proposed to be the location of the eastern end of the Trail.
- F. On August 6, 2012 the UP City Council adopted Resolution 696, Council Goals for 2013 – 2014. Included within the 2013 – 2014 Goal of improving parks and recreation, the City Council listed as desired outcomes: To develop an implementation plan for the development of the Leach Creek/Chambers Creek Trail and commence construction of the Phase 1 Leach Creek/Chambers Creek Trail (funding dependent).
- G. On January 29, 2013, the County, UP and Lakewood jointly held a Trail open house attended by 80 people from surrounding communities where there was broad support for development of the Trail.
- H. In April 2013, the County provided UP with a right to access its properties for the purpose of surveying a proposed trail alignment.
- I. In October 2013, the County released the Draft Pierce County 2014 Parks, Recreation, and Open Space Plan ("County PROS Plan") in which the lower portion of the Trail is

identified as a proposed Regional Trail and the upper portion as a Regional Trail Link. The County PROS Plan indicates trail development is a high priority and includes capital improvements for the Trail.

- J. On November 26, 2013 the County, UP and Lakewood staff completed the Draft Chambers Creek Canyon Trail Plan attached hereto as Exhibit A and agreed the next step in trail implementation would be to enter into an interlocal agreement for the planning and design of the Trail.
- K. The Parties have mutually determined that the public interest would be best served by the Parties working collaboratively on the Trail between the Chambers Creek Road Trailhead and Kobayashi Park/Phillips Road, including trail connections to street ends on both sides of the canyon, boardwalks crossing sensitive areas in the canyon, and two pedestrian bridge crossings between the north and south sides of the canyon.
- L. This Agreement is entered into pursuant to RCW 39.34 (Interlocal Cooperation Act). The Parties represent that under state law, including but not limited to RCW 35.75, RCW 36.34.340, RCW 36.75.060, RCW 36.89.030, RCW 47.01.260 and RCW 67.20.010, they each have authority to perform the services, activities, and undertakings contemplated herein.

NOW, THEREFORE, the Parties agree as follows:

### **TERMS AND CONDITIONS**

- 1. **INCORPORATION OF RECITALS.** Each of the recitals set forth above is incorporated into this Agreement as though fully set forth herein.
- 2. **PURPOSE.** The Purpose of this Agreement is to establish a framework for the Parties to cooperate and participate in the planning, design and permitting work for the Trail, boardwalk and bridges and associated trail connections and amenities as necessary, and to collaboratively seek grants and other funding sources for the Trail located between the Chambers Creek Road Trailhead and Kobayashi Park/Phillips Road.
- 3. **PARTIES' ROLES.** The Parties' roles are as follows:
  - 3.1 **University Place.** In accordance with the Joint Procedural Agreement, UP will act as the lead agency and provide the project management necessary for planning, design and permitting work of the trail, boardwalk and bridges and associated Trail connections and amenities as necessary. UP will participate in funding and the grant application process, and will provide right-of-access to lands it owns in the canyon as set forth more fully below. As the lead agency, University Place will be advised and informed by the Chambers Creek Canyon Trail Committee as provided for in Section 4.
  - 3.2 **City of Lakewood.** Lakewood will cooperate and participate in the planning, design and permitting work for the Trail, boardwalk and bridges and associated

Trail connections and amenities as necessary. Lakewood will participate in funding and the grant application process.

3.3 Pierce County. Pierce County will cooperate and participate in the planning, design, and permitting work for the Trail, boardwalk and bridges and associated Trail connections and amenities as necessary. The County will participate in funding, the grant application process and provide right-of-access to lands it owns in the canyon as set forth more fully below.

3.4 This Agreement covers the planning, design and permitting work on this project leading to construction of the Trail. This Agreement is not intended to address all of the construction, operation and maintenance phases of the Trail project. If grants and other funding resources become available and are awarded for construction of the Trail, boardwalks, bridges, Trail connections and amenities, the Parties fully contemplate that further amendments to this Agreement will be necessary to further define roles and responsibilities regarding the construction, operation and maintenance of the Trail and its components.

4. TERM. The term of this Agreement shall be three (3) years, commencing on the 1st day of April 2014, and terminating on the 31st day of March 2017, unless sooner terminated as provided in Section 9.

5. DESIGNATED REPRESENTATIVES

City of University Place:

Gary Cooper,  
Director Parks and Public Works  
City of University Place  
4951 Grandview Drive West  
University Place, WA 98467  
Phone: 253.460.6494

City of Lakewood:

Mary Dodsworth  
Parks, Recreation and Community Services Director  
City of Lakewood  
6000 Main Street S.W.  
Lakewood, WA 98499-5027  
Phone: \_\_\_\_\_

If to Pierce County:

Tony Tipton, Director  
Pierce County Parks and Recreation  
9112 Lakewood Drive S.W.  
Lakewood, WA 98499-3998  
Phone: \_\_\_\_\_

6. RELATIONSHIPS AMONG THE PARTIES.

6.1 Finance of Trail Design. The Parties anticipate that they will each voluntarily contribute capital improvement program ("CIP") or other funds toward the initial design of the Trail project, in amounts to be determined later. Nothing in this Agreement obligates any Party to fund any aspect of the Trail project contemplated herein. However, once a Party voluntarily commits to contribute particular funds towards the Trail design, then such Party will be obligated to contribute such funds unless and until the Parties mutually negotiate another outcome. Parties that commit to contribute funds toward Trail design are termed "Funding Parties" for purposes of this Agreement.

6.2 Manner of Collecting, Holding, and Accounting for Money. As the lead agency, University Place will provide budget and accounting documentation to Funding Parties. University Place's budget and accounting documentation will be consistent with generally accepted accounting principles as well as any additional guidance provided by the Parties through the CCCTC. During the Trail design process, University Place will invoice the Funding Parties in advance of actual expenditures, on a quarterly basis or such other basis as the Parties may decide. The invoice will show the sum total of funds requested for the coming quarter or other period, each Funding Party's share of that total, and will identify the proposed expenditures by cost category, activity code or such other criteria as the Parties may agree upon. The Funding Parties will provide funds to University Place within thirty (30) calendar days of invoice receipt. University Place will deposit the funds in a CIP account, from which University Place may expend funds on the Trail project.

University Place will also prepare and distribute to all Parties, on a quarterly basis or such other basis as the Parties may decide, a receipt or accounting statement showing the actual expenditures from the immediate preceding quarter and the current account balance, if any. Furthermore, University Place will cooperate with individual Parties to meet any other specific accounting or bookkeeping requirements they may have.

6.3 Parties' Options Not Limited. Nothing in this Agreement shall limit the Parties' legal rights or remedies, or their broader freedom to creatively resolve the contingencies addressed in this section or other contingencies not contemplated in this Agreement; PROVIDED, that the Parties shall attempt to work cooperatively in good faith through the CCCTC as set forth above; and provided further, that in the event of a dispute they shall first utilize the dispute resolution process set forth in Section 9 below.

## 7. RIGHT OF ENTRY

- 7.1 County-Granted Right of Entry: The County hereby grants UP and Lakewood, their employees, agents, contractors and consultants an irrevocable right to enter and use the real property described as tax parcels 0220224001, 0220271001, 0220271008, 0220271011, 0220271013, 0220271045, 0220271064, 0220272012, 0220272030, 0220275015, 0220275016, 0220275017, 0220281037, 0220281040, 0220281041, 0220282015, 0220282016, 0220283013, 0220285023, 0220291009, 0220294019, 0220294020, 0220294023, 0220294024, 9085900590, 0220282009, 0220272029, 0220282019, 0220291020 and 6430493940 ("Property") for the purpose of planning, design and permitting work for the Trail, boardwalk and bridges and associated Trail connections and amenities as necessary, and to collaboratively seek grants and other funding sources for the Trail located between the Chambers Creek Road Trailhead and Kobayashi Park/Phillips Road.
- 7.2 UP-Granted Right of Entry: UP hereby grants to the County and Lakewood, their employees, agents, contractors and consultants an irrevocable right to enter and use the real property described as tax parcels 0220271072, 0220271069, 0220281034, 4002910220 and 4002640190 ("Property").
- 7.3 Maintenance of Properties: These rights of entry shall commence on the date of this Agreement and shall expire on December 31, 2017 unless earlier terminated by the grantees. Prior to its expiration, all grantees will return the property to a condition reasonably comparable to the condition of the Property prior to the effective date of this Agreement, except to the extent that changes to the condition of the Property did not occur as a result of an act of any grantee, its employees, agents, contractors, or consultants. Gates will be secured, and fences, if temporarily removed, shall be replaced. All excavations shall be filled and leveled. There shall be no cutting or removal of paved surfaces without prior notice and written approval by the appropriate grantors.
- 7.4 Access: Access will typically be by foot, light duty truck or car along common access ways or trails and with prior notice in a manner mutually agreed upon. No vehicles larger than a light duty pick-up truck shall be permitted on the Property without prior notice and written approval by the appropriate grantor. All grantees understand the Property includes an active trail used by the general public and the rights herein granted shall at all times be exercised in a manner that does not unreasonably interfere with the use of the Property by the grantors.

## 8. HOLD HARMLESS AND INDEMNITY AGREEMENT

Each party (the Indemnitor) agrees to defend, indemnify and save harmless each other (the Indemnitees), their board or council members, officers, agents and employees, from and against all loss or expense including, but not limited to, judgments, settlements, attorney's fees and costs by reason of any and all claims for damages, penalties or other relief based upon the Indemnitor's alleged negligence, or wrongful conduct, except for the injuries, penalties and damages caused by the sole negligence or wrongful conduct of the Indemnitor. Such claims for damages or other relief include, but are not limited to, those for personal or bodily injury including death from such injury, property damage, torts, defamation, penalties imposed by any agency of the state or federal government for failure to comply with applicable law in the performance of this Agreement. If the claim, suit or action involves concurrent negligence of the Parties, the indemnity provisions provided herein shall be applicable only to the extent of the percentage of each party's negligence. It is further and expressly understood that the indemnification provided herein constitutes each party's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the Parties. The provisions of this section shall survive the expiration or termination of this Agreement.

## 9. TERMINATION. This Agreement is subject to termination based upon the following:

9.1 Necessity. In the event that UP determines that termination of this Agreement is necessary due to lack of funding, or any other reason that UP determines, in its sole discretion, justifies termination, UP shall give the other Parties thirty (30) days' written notice of termination of this Agreement. Upon UP's termination of the Agreement, all Parties shall be released from any future funding or other obligations related to this Agreement.

9.2 Default. By reason of a breach of this Agreement by a Party, the other Parties may terminate this Agreement; provided that written notice specifying the breach, and thirty (30) days to cure the breach is given, and thereafter, in the absence of a substantial cure, the dispute resolution procedures set forth in Section 11 below are followed. The notice and dispute resolution requirements do not apply where protection of the public's health, welfare, or safety requires immediate termination.

9.3 Lack of Appropriation. Any Party's obligation under this Agreement that may extend beyond the current appropriation year is expressly conditioned upon that Party's legislative appropriation of sufficient funds to support the activities described in this Agreement. If the Party's legislative body does not appropriate sufficient funds for those purposes, then that Party's participation under this Agreement shall terminate automatically at the end of the current appropriation year.

9.4 Public Convenience. Any Party other than University Place, may withdraw from the Agreement for public convenience upon thirty (30) calendar days' written

notice, provided that to the extent each Party has obligated itself to provide funding for the Trail project, that funding obligation shall survive the termination of the Agreement and funding shall continue to be provided by the Party until the end of the Party's current appropriation year, after which the Party shall have no further funding obligation to the Trail project.

- 9.5 Account Close-Out If Project Abandoned. If, for any reason, the Trail project is abandoned or otherwise terminated before the Trail design is completed, then University Place will settle up all remaining obligations, close out the project account, liquidate or return personal property consistent with applicable surplus requirements, provide a final account summary to the other Funding Parties, and return any unspent funds on a prorated basis that reflects each Funding Party's relative contribution to the project.
10. **NO SEPARATE ENTITY CREATED.** This Agreement does not create any separate legal or administrative entity. This Agreement shall be administered by the Director of Parks and Public Works for the City of University Place, the Parks, Recreation and Community Services Director for the City of Lakewood, and the Director of Parks and Recreation for Pierce County. There shall be no joint financing or jointly acquired or held assets and the Agreement will terminate as described herein.
11. **DISPUTE RESOLUTION.** Unless otherwise specified, disputes regarding any matter contained herein shall be referred to the City Managers or their designees for the Cities of University Place and Lakewood and to the Pierce County Executive or her designee for Pierce County for mediation and/or settlement. Any controversy or claim arising out of, or relative to this Agreement or the alleged breach thereof that cannot be resolved by the Lakewood and University Place City Managers and the Pierce County Executive or their designees shall be submitted to arbitration in accordance with the rules and procedures set forth in Chapter 7.04 RCW. Each party will appoint one arbitrator. The decision rendered by the arbitrators may be entered in Pierce County Superior Court. The cost of arbitrating the dispute will be borne equally by all Parties. Nothing in this Agreement shall preclude the use of a mediator to resolve disputes should the Parties agree to utilize the services of a mediator.
12. **NOTICE.** Any written notice, which is required or permitted regarding this Agreement, shall be given by U.S. first-class mail or by personal delivery to the designated representative of the Party which is the intended recipient of the notice at its address as set forth in Section 5 – Designated Representatives.
13. **ENTIRE AGREEMENT.** This Agreement contains the Parties' entire understanding with respect to the subject matter hereof. There are no other agreements, oral or written, except as expressly set forth herein.
14. **AMENDMENTS IN WRITING.** Any amendment or modification of this Agreement must be in writing and executed by the Parties agreeing thereto.

15. **NO CONTINUING WAIVER OF DEFAULT.** The waiver of any default under any provision of this Agreement must be in writing to be valid and shall not constitute a waiver of any other default, whether of the same or of any other provision.
16. **LEGISLATIVE APPROVAL.** The Interlocal Cooperation Act, RCW 39.34, requires that this Agreement be approved by the Parties' legislative bodies prior to execution. The Parties hereby affirm their intent to use their best efforts to seek timely approval of the Agreement by their respective legislative bodies.
17. **APPLICABLE LAW.** This Agreement shall be construed under the laws of the State of Washington.
18. **VENUE.** Venue for any lawsuit arising out of this Agreement or for any action to enforce any term of this Agreement shall be Pierce County, Washington.
19. **EXECUTION IN COUNTERPARTS.** This Agreement may be executed in counterparts, each of which shall be deemed an original.
20. **ASSIGNABILITY; TERMS AND CONDITIONS BINDING ON SUCCESSORS AND ASSIGNS.** Any or all of the rights and obligations of a Party to this Agreement may be assigned and delegated to other persons, firms, or corporations only with the express written consent of the other Parties. This Agreement shall be binding on such approved assignees and delegates.
21. **NO THIRD PARTY BENEFICIARIES.** Nothing in this Agreement shall create or be construed to create any rights, duties, obligations, or cause of action in any person not a party to it.
22. **NO RESTRICTION ON POLICE POWERS.** Nothing in this Agreement shall diminish any of the Parties' governmental or police powers.
23. **SEVERABILITY.** If any provision of this Agreement is deemed unlawful or unenforceable, such provision shall be fully severable, and the remainder of this Agreement shall be in full force and effect with the automatic addition of a provision as similar in its terms to such illegal or unenforceable provision as may be possible to make such provision legal and enforceable.

**EXECUTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2014.**

**City of University Place**

**City of Lakewood**

**By:** \_\_\_\_\_

**By:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**APPROVED AS TO FORM:**

\_\_\_\_\_

**University Place City Attorney**

**Pierce County**

**By:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**APPROVED AS TO FORM:**

\_\_\_\_\_

**Lakewood City Attorney**

**APPROVED AS TO FORM:**

\_\_\_\_\_

**Deputy Prosecuting Attorney**

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

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**Proposed Council Action:**

Authorize the City Manager to Award the bid and execute all necessary contract documents for the 2014 Landscape Maintenance Contract to TruGreen Landcare in the amount of Ninety-Five Thousand Four Hundred Thirty-Seven and 45/100 Dollars (\$95,437.45).

**Agenda No:** 10

**Dept. Origin:** Public Works, Parks & Recreation Dept.

**For Agenda of:** March 17, 2014

**Exhibits:** Contract

**Concurred by Mayor:** \_\_\_\_\_

**Approved by City Manager:** \_\_\_\_\_

**Approved as to form by City Atty:** \_\_\_\_\_

**Approved by Finance Director:** \_\_\_\_\_

**Approved by Department Head:** \_\_\_\_\_

Expenditure Required: \$95,437.45	Amount Budgeted: \$95,437.45	Appropriation Required: \$0.00
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**SUMMARY / POLICY ISSUES**

Using the Small Works List, bids were solicited from registered vendors for the University Place 2014 Streets and Parks Landscape Maintenance contract. On Friday, March 14, 2014 the bids were opened and the results are as follows:

<b>Firm</b>	<b>Bid</b>
	<b>Contract Total</b>
TruGreen LandCare	\$95,437.45
Northwest Landscape Services	\$99,952.21
The Brinkman Group	\$112,848.29
Titan Enterprises	\$(Did not bid)
Blue Sky Landscaping	\$(Did not bid)

**ALTERNATIVES CONSIDERED**

**BOARD OR COMMITTEE RECOMMENDATION**

None

**RECOMMENDATION / MOTION**

**MOVE TO:** Authorize the City Manager to Award the bid and execute all necessary contract documents for the 2014 Landscape Maintenance Contract to TruGreen Landcare in the amount of Ninety-Five Thousand Four Hundred Thirty-Seven and 45/100 Dollar (\$95,437.45).

**CITY OF UNIVERSITY PLACE, WASHINGTON BID SHEET 2014**

	UNIT COST PER OCCURANCE	TIMES PER YEAR	TOTAL COST
<b>STREETS</b>			
<b>PLANTER BEDS, MEDIANS, TREE WELLS</b>			
Planter Strips, Medians, Tree Wells—Weeding	\$ 448.00	Monthly	\$ 2,688.00
Planter Strips, Medians, Tree Wells—Herbicide/Pesticide	\$ 580.00	3x/year	\$ 1,740.00
<b>MOW STRIPS</b>			
Grass—Mowing, Trimming	\$ 1,020.00	27x/year (Weekly)	\$ 27,540.00
Grass—Edging	\$ 224.00	Monthly	\$ 1,344.00
Grass—Fertilize/ Herbicide	\$ 1,374.00	3x/year	\$ 4,122.00
Grass—Aerate	\$ 2,976.00	1x/year	\$ 2,976.00
		<b>SUB TOTAL</b>	<b>\$ 40,410.00</b>
<b>BRIDGEPORT POTS</b>			
Weeding – All Pots	\$ 15.00	27x/year (Weekly)	\$ 405.00
Trimming – Tea Pot Topiary Only	\$ 32.00	6x/year	\$ 192.00
		<b>SUB TOTAL</b>	<b>\$ 597.00</b>
<b>PARKS</b>			
<b>LAWN AREA</b>			
Grass—Mowing, Trimming and Edging	\$ 480.00	27x/year (Weekly)	\$ 12,960.00
Grass—Fertilize/ Herbicide	\$ 605.00	5x/year	\$ 3,025.00
Grass—Aerate, hollow core	\$ 794.00	1x/year	\$ 794.00
		<b>SUB TOTAL</b>	<b>\$ 16,779.00</b>
<b>Curran Orchard</b>			
Grass--Mowing,Trimming and Edging	\$ 160.00	<b>SUB TOTAL</b>	<b>\$ 4,320.00</b>
<b>SPORTS COMPLEX</b>			
<b>FIELD TURF</b>			
Mowing, Trimming and Edging (April and October)	\$ 231.00	10x/year	\$ 2,310.00
Mowing, Trimming and Edging (May thru September)	\$ 231.00	44x/year	\$ 10,164.00
Fertilize/ Herbicide	\$ 750.00	5x/year	\$ 3,750.00
Aerate, hollow core	\$ 1,850.00	1x/year	\$ 1,850.00
<b>SKATE PARK</b>			
<b>LAWN AREA</b>			
Grass—Mowing, Trimming and Edging	\$ 132.00	27x/year	\$ 3,564.00
Grass—Edging	\$ 66.00	Monthly	\$ 396.00
Grass—Fertilize/ Herbicide	\$ 100.00	5x/year	\$ 500.00
Grass—Aerate, hollow core	\$ 160.00	1x/year	\$ 160.00
<b>PLANTER BEDS, GREEN SPACE</b>			
Planter Beds, Green Space - Weeding	\$ 64.00	Monthly	\$ 384.00
Planter Beds, Green Space - Fertilize/ Herbicide	\$ 45.00	5x/year	\$ 225.00
		<b>SUB TOTAL</b>	<b>\$ 23,303.00</b>
		<b>TGLC Maintenance Total</b>	<b>\$ 85,409.00</b>
<b>ADDITIONAL SERVICES CONTINGENCY</b>			
			\$ 2,000.00
		WSST	\$ 8,028.45
		<b>TOTAL BID</b>	<b>\$ 95,437.45</b>

## LANDSCAPING & MAINTENANCE SERVICES (CONTRACTOR)

This Agreement is entered into by and between the City of University Place, Washington, hereinafter referred to as "the City", and (CONTRACTOR), hereinafter referred to as "the Contractor".

WHEREAS, the City desires to have the Contractor perform maintenance services pursuant to certain terms and conditions, and

WHEREAS, the Contractor has the requisite skill and experience necessary to provide landscaping and maintenance services, now, therefore,

IN CONSIDERATION OF the mutual benefits and conditions set forth below, the parties hereto agree as follows:

1. Scope and Schedule of Services to be Performed by Contractor. The Contractor shall perform those services described in Exhibit A, Scope of Work and Exhibit B, Schedule and Monthly Checklist of Services, attached hereto and incorporated herein by this reference as if fully set forth. Contractor shall submit by 10<sup>th</sup> of each month a monthly checklist on the form provided in Exhibit B. The Contractor and the City may agree, in writing on the form provided as Exhibit F, to additional landscaping and maintenance services to be performed by the Contractor. In performing all services under this Agreement, the Contractor shall at all times comply with all federal, state, and local statutes, rules and ordinances applicable to the performance of such services and the handling of any funds used in connection therewith. Only prior written agreement of the parties may modify the scope or schedule.

2. Compensation and Method of Payment.

A. Total Compensation. The total amount to be paid for 2014 shall not exceed XXXXXXXX thousand XXXXXXXX hundred XXXXXXXX dollars and XXXXXXXX cents unless mutually agreed upon by the city and the contractor.

Compensation Rates. Compensation for Services shall be in accordance with the rates set forth as follows:

Streets	\$ _____
Bridgeport Pots	\$ _____
Parks	\$ _____
Sports Complex	\$ _____
Subtotal	\$ _____
WSST	\$ _____
Total	\$ _____

Additional services contingency (if needed) as mutually agreed upon as provided for in Exhibit F, Additional Services, shall be compensated at the rates set forth in Exhibit E, Additional Work Rate Schedule.

B. Method of Payment. The City shall make payments to the Contractor based on month-end billings for services performed. The City shall pay the Contractor for services rendered within thirty days after receipt of a billing voucher and completed copies of the appropriate

monthly checklists in Exhibit B. The Contractor will be reimbursed for actual services performed.

C. Contractor Responsible for Taxes. The Contractor shall be solely responsible for the payment of any taxes imposed by any lawful jurisdiction as a result of performance and payment under this Agreement.

3. Taxpayer Identification Number. The Contractor shall complete and return Exhibit H, Taxpayer Identification Number, to the City prior to or along with the first billing voucher submittal.

4. Prevailing Wages. Prevailing wages, in accordance with RCW 39.12, applies to this contract. The Contractor and all subcontractors shall pay no less than the prevailing wage rate to all employees. A list of the applicable prevailing wage rates is included in Exhibit J. The Contractor and all subcontractors shall submit a "Statement of Intent to Pay Prevailing Wages" and an "Affidavit of Wages Paid" in compliance with RCW 39.12.040.

5. Term of Agreement. This Agreement shall be in full force and effect for a period commencing April 1, 2014 and ending December 31, 2014 unless sooner terminated under the provisions hereinafter specified. The term of this Agreement may be extended for if mutually agreed in writing between the City and the Contractor.

6. Ownership and Use of Documents. All documents, drawings, specifications, computer files, photographs, calculations, models, maps, and other materials produced by the Contractor in connection with the services rendered under this Agreement shall be the property of the City whether the project for which they are made is executed or not.

7. Independent Contractor. It is the intention and understanding of the Parties that the Contractor shall be an independent contractor. The Contractor or his or her employees or agents performing under this Agreement are not employees or agents of the City. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties hereto. The Contractor will not hold himself or herself out as nor claim to be an officer or employee of the City. The Contractor will not make any claim of right, privilege, or benefit which would accrue to an employee under law. Neither Contractor nor any employee of the Contractor shall be entitled to any benefits accorded City employees by virtue of the services provided under this Agreement. The City shall neither be liable for nor obligated to pay sick leave, vacation pay or any other benefit of employment, nor to pay any social security or other tax which may arise as an incident of employment. The Contractor shall pay all income and other taxes as due.

8. Indemnification. The Contractor shall indemnify, defend and hold harmless the City, its agents and employees, from and against any and all liability arising from injury or death to persons or damage to property resulting in whole or in part from negligent acts or omissions of the Contractor, its agents, servants, officers or employees, irrespective of whether in connection with such act or omission it is alleged or claimed that an act of the City, or its agents or employees caused or contributed thereto. In the event that the City shall elect to defend itself against any claim or suit arising from such injury, death or damage, the Contractor shall, in addition to indemnifying and holding the City harmless from any liability, indemnify the City for

any and all expense incurred by the City in defending such claim or suit, including reasonable attorney's fees. The Contractor hereby waives its immunity under Title 51 of the Revised Code of Washington for claims of any type brought by any Contractor agent or employee against the City. This waiver is specifically negotiated by the parties and a portion of the City's payment hereunder is expressly made the consideration for this waiver.

9. Insurance.

A. The Contractor shall procure and maintain in full force throughout the duration of the Agreement comprehensive general liability insurance with a minimum coverage of \$1,000,000.00 per occurrence/aggregate for personal injury and property damage. Said policy shall name the City of University Place as an additional named insured and shall include a provision prohibiting cancellation or reduction in the amount of said policy except upon thirty (30) days prior written notice to the City. Cancellation of the required insurance shall automatically result in termination of this Agreement without further notice or action.

B. Worker's Compensation shall be secured in accordance with Washington State Law.

C. Certificates of coverage as required by Paragraph A above shall be delivered to the City within fifteen (15) days of execution of this Agreement.

10. Warranty: The Contractor warrants for itself and all of its agents, employees, and representatives that they have the requisite training, skill, and experience necessary to provide the services listed in Exhibit A and Exhibit B and are appropriately accredited and licensed by all applicable agencies and governmental entities.

11. Record Keeping and Reporting.

A. The Contractor shall maintain accounts and records, including personnel, property, financial and programmatic records which sufficiently and properly reflect all direct and indirect costs of any nature expended and services performed in the performance of this Agreement and other such records as may be deemed necessary by the City to ensure the performance of this Agreement.

B. These records shall be maintained for a period of seven (7) years after termination hereof unless permission to destroy them is granted by the office of the archivist in accordance with RCW Chapter 40.14 and by the City.

12. Audits and Inspections. The records and documents with respect to all matters covered by this Agreement shall be subject at all times to inspection, review or audit by law during the performance of this Agreement.

13. Termination. The City giving to the Contractor thirty (30) days written notice of the City's intention to terminate the same may at any time terminate this Agreement. Failure to provide service or products on schedule may result in contract termination.

14. Discrimination Prohibited. The Contractor shall not discriminate against any employee, applicant for employment, or any person seeking the services of the Contractor to be provided under this Agreement on the basis of race, color, religion, creed, sex, age, national origin, marital

status or presence of any sensory, mental or physical handicap.

15. Assignment and Subcontract. The Contractor may not assign or subcontract any portion of the services contemplated by this Agreement without the prior written consent of the City.

16. No Waiver. Failure or delay of the City to declare any breach or default immediately upon occurrence shall not waive such breach or default. Failure of the City to declare one breach or default does not act as a waiver of the City's right to declare another breach or default

17. Entire Agreement. This Agreement contains the entire Agreement between the parties hereto and no other Agreements, oral or otherwise, regarding the subject matter of this Agreement, shall be deemed to exist or bind any of the parties hereto. Either party may request changes in the agreement. Proposed changes which are mutually agreed upon shall be incorporated by written amendments to this Agreement.

18. Notices. Notices to the City of University Place shall be sent to the following address:

City Clerk  
City of University Place  
3715 Bridgeport Way W, Suite B1  
University Place WA. 98466  
(253) 460-2510

City of University Place Point of Contact is Gary Cooper, Director of Public Works, Parks & Recreation.

Telephone: (253) 460-6494

Notices to the Contractor shall be sent to the following address:

Contact Name: TruGreen Landcare  
Address: 8201 Durango St. SW  
Lakewood, WA 98499

Attention: Jay Beckman  
Telephone Number: 253-589-9900

Contractor point of contact: Jay Beckman

Telephone: 253-278-6643

19. Applicable Law; Venue; Attorney's Fees. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. In the event any suit, arbitration, or other proceeding is instituted to enforce any term of this Agreement, the parties specifically understand and agree that venue shall be exclusively in Pierce County, Washington. The prevailing party in any such actions shall be entitled to its attorney's fees and costs of suit.

20. Time of Essence. Time is of the essence of this Agreement in each and all of its provisions in which performance is a factor. Adherence to completion dates set forth in the description of the services is essential to the Contractor's performance of the Agreement.

CONTRACTOR  
2014 Landscaping and Maintenance Services Contract

21. Exhibits to Agreement. The following exhibits are attached to this contract and incorporated herein by this reference:

- Exhibit A: Scope of Work for Landscape and Maintenance Services.
- Exhibit B: Schedule and Monthly Checklist of Services
- Exhibit C: 2014 Compensation Summary Sheet
- Exhibit D: Additional Work Rate Schedule
- Exhibit E: Additional Services Request Form
- Exhibit F: Pesticide Application Record Form
- Exhibit G: Notification of Problem or Repair Form
- Exhibit H: Taxpayer Identification Number
- Exhibit I: Prevailing Wage Rates

DATED this 14 day of March, 2014.

CONTRACTOR

By:   
Title: Branch Manager  
Printed Name: Jay Brinkman  
Title: Branch Manager  
Date: 3-14-2014

CITY OF UNIVERSITY PLACE

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_  
Approved as to form:

Attest/Authenticated:

\_\_\_\_\_  
Steve Victor, City Attorney

\_\_\_\_\_  
City Clerk, Emelita Genetia

## EXHIBIT A

### SCOPE OF WORK LANDSCAPE AND MAINTENANCE SERVICES

#### I. Definitions.

**Green space-** Irregular sized, shape, planted with trees and or shrubs.

**Median-** Area located within the roadway between two lanes of travel.

**Mow strips-** Area between curb and sidewalk planted in grass.

**Planter Strip-** Area between curb and sidewalk not planted in grass.

**Tree Wells-** Beauty bark area located at the base of tree within a grass mow strip.

**Lawn Area-** Irregular sized, shape grass area.

**Orchard-** 200 tree apple orchard, grass mowing

**Sport Complex –**Turf mowing, green spaces, planters and lawn

II. Scope of Services to be Provided by Contractor. The Contractor shall furnish landscaping and maintenance services to in the City of University Place at the sites set forth below and more specifically described in Exhibit B. Specific specifications and frequency of services for each site is listed in the Schedule and Monthly Checklist of Services in Exhibit B. The Contractor shall furnish all labor, tools, equipment, materials, supplies, supervision, transportation, and other items necessary for the complete landscaping and maintenance, in accordance with the provisions herein.

#### **A. STREETS**

##### ***1. Planter Strips, Medians, Tree Wells, & Green Spaces:***

a) Medians- 131,639 square feet

b) Green spaces- 8,108 square feet

c) Planter strips- 128,597 square feet

i. Weeding. Planter Strips, Medians, Tree Wells and Green Spaces shall be weeded and raked twice a month from **April 1 to August 31** to maintain a fresh weed free appearance.

ii. Pre-emergent Herbicide. A pre-emergent herbicide shall be applied to all Planter Strips, Medians, Tree Wells, & Green Space areas three times per year, **April, June & August**, the herbicide shall be applied in accordance with Washington State Law and the manufacturer's directions.

iii. Fertilization. All Planter Strips, Medians, Tree Wells, & Green Space areas shall be fertilized three times per year, **April, June & August**, with a 5-10-10 fertilizer.

2. ***Lawn Care:***

- a) Mow Strips- 296 totaling 117,927 square feet
- i. Mowing. Mow Strips shall be mowed weekly from **April 1 to August 31**. The fine mowing area shall be mowed to a height of 1½ to 2 inches. Grass clippings shall be bagged and removed from the site. The Contractor shall also inspect the lawn areas for insect, disease, pest, and irrigation problems when on site performing maintenance. Any problems shall be reported to the City representative.
  - ii. Trimming. At the time of mowing, the Contractor shall line trim the standing grass areas that the mower cannot reach. Trim to the height of the mowing level.
  - iii. Edging. Edging along sidewalks, curbs and garden beds shall be performed monthly.
  - iv. Aerate Turf. The fine mowing areas shall be aerated once a year in accordance with industry standards.
  - v. Fertilization. The lawn area shall be fertilized three times per a year, **in April, June & August**, with a 5-10-10 fertilizer, in accordance with manufacturer's directions.
  - vi. Herbicide. 3-Way Broadleaf Control Herbicide shall be applied to all the grass areas three times per year, **April, June & August**, in accordance with Washington State Laws and manufacturer's directions.

3. ***Hard Surfaces:***

- a) Cleaning. After each mowing, trimming, or edging, all sidewalks, pathways, curbs, and roadways shall be cleared of grass, leaves and litter, and all debris shall be removed from site. Use of power blowers is acceptable.

**B. PARKS**

1. ***Planter Strips & Tree Wells:***

- a) Planter Strips- 1,535 square feet.
- i. Weeding. Planter Strips, Tree Wells and Green Spaces shall be weeded and raked twice a month from April 1 to August 31 to maintain a fresh weed free appearance.
  - ii. Pre-emergent Herbicide. A pre-emergent herbicide shall be applied to all Planter Strips, & Tree Wells, areas three times per year, **April, June & August**, the herbicide shall be applied in accordance with Washington State Law and the manufacturer's directions.
  - iii. Fertilization. All Planter Strips, Medians, Tree Wells, & Green Space areas shall be fertilized three times per year, **April, June & August**, with a 5-10-10 fertilizer.

2. ***Lawn Care:***

- a) Lawn area- Five totaling 81,289All square feet.
- b) Curran Orchard- one, total area 287,668 square feet including 200 trees and area around the house.

- i. Mowing. Lawn Areas shall be mowed weekly from April 1 to August 31. The fine mowing area shall be mowed to a height of 1½ to 2 inches. Orchard Areas shall be mowed weekly to a height of 2 to 3 inches. Grass clippings shall be bagged and removed from the site
- ii. The Contractor shall also inspect the lawn areas for insect, disease, pest, and irrigation problems when on site performing maintenance. Any problems shall be reported to the City representative.
- iii. Trimming. At the time of mowing, the Contractor shall line trim the standing grass along areas that the mower cannot reach. Trim to the height of the mowing level. (Intent is to mow orchard with riding type mowers, no hand mowing or weed eating under trees at orchard).
- iv. Edging. Edging along sidewalks, curbs and garden beds shall be performed monthly.
- v. Aerate Turf. The fine mowing areas shall be aerated once a year in accordance with industry standards (**Exclude Curran Orchard**).
- vi. Fertilization. The lawn area shall be fertilized three times per a year, in April, June & August, with a 5-10-10 fertilizer, in accordance with manufacturer's directions. (**Exclude Curran Orchard**)
- vii. Herbicide. 3-Way Broadleaf Control Herbicide shall be applied to all the grass areas three times per year in accordance with Washington State Laws and manufacturer's directions.

3. ***Hard Surfaces:***

- a) Cleaning. After each mowing, trimming, or edging, all sidewalks, pathways, curbs, and roadways shall be cleared of grass, leaves and litter, and all debris shall be removed from site. Use of power blowers is acceptable.

**C. SPORTS COMPLEX**

- a) Turf area- 323,357 square feet.
- b) Planter strips – 3,763 square feet
- c) Lawn Areas- Five totaling 20,720 square feet
- d.) Green Spaces – 33,873 square feet

1. ***Field Care (Turf Area):***

- i. Mowing. Turf areas shall be mowed as follows:
  - **Once weekly April 1<sup>st</sup> – April 30<sup>th</sup>, and October 1<sup>st</sup>- October 31<sup>st</sup>.**
  - **Twice weekly from May 1st - September 30th.**

Turf shall be mowed to a height of 1½ to 2 inches.

The Contractor shall also inspect the lawn areas for insect, disease, pest, and irrigation problems when on site performing maintenance. Any problems shall be reported to the City representative.

- ii. Trimming. At the time of mowing, the Contractor shall line trim the standing grass areas that the mower cannot reach. Trim to the height of the mowing level.
- iii. Edging. Edging along sidewalks, curbs and garden beds shall be performed monthly.
- iv. Aerate Turf. Turf shall be aerated once in the month of August in accordance with industry standards.
- v. Fertilization. The lawn area shall be fertilized **once each month** (7 times) with a 5-10-10 fertilizer, in accordance with manufacturer's directions.
- vi. Herbicide. 3-Way Broadleaf Control Herbicide shall be applied to all the grass areas three times per year **April, June & August**, in accordance with Washington State Laws and manufacturer's directions.

2. ***Planter Strips, Lawn Areas & Green Spaces:***

- a) Planter strips – 3,763 square feet
- b) Lawn Areas- Five totaling 20,720 square feet
- c) Green Spaces – 33,873 square feet
- i. Mowing. Lawn Areas shall be mowed weekly from April 1 to August 31. The fine mowing area shall be mowed to a height of 1½ to 2 inches. Orchard Areas shall be mowed weekly to a height of 2 to 3 inches. Grass clippings shall be bagged and removed from the site
- ii. The Contractor shall also inspect the lawn areas for insect, disease, pest, and irrigation problems when on site performing maintenance. Any problems shall be reported to the City representative.
- iii. Weeding. Planter Strips, Tree Wells and Green Spaces shall be weeded and raked twice a month from April 1 to August 31 to maintain a fresh weed free appearance.
- iv. Pre-emergent Herbicide. A pre-emergent herbicide shall be applied to all Planter Strips, Medians, Tree Wells, & Green Space areas three times per year, **April, June & August**, the herbicide shall be applied in accordance with Washington State Law and the manufacturer's directions.
- v. Fertilization. All Planter Strips, Medians, Tree Wells, & Green Space areas shall be fertilized three times per year, **April, June & August**, with a 5-10-10 fertilizer.

3. ***Hard Surfaces:***

- a) Cleaning. After each mowing, trimming, or edging, all sidewalks, pathways, curbs, and roadways shall be cleared of grass, leaves and litter, and all debris shall be removed from site. Use of power blowers is acceptable.

III. Work Program.

The Contractor shall submit to the City for the City's approval an annual work program for each task. Monthly the Contractor shall provide a weekly schedule with the days of the week and approximate times that the Contractor will be performing the specific landscaping and maintenance tasks described in the scope of work. The Contractor shall submit the annual work program prior to the City issuing the notice to proceed. Upon City approval of the Work

Program, the Contractor shall perform the work in accordance with the schedule and will notify the City if the scheduled work cannot be performed as scheduled.

IV. Form Submittals.

The Contractor shall submit the following forms to the City as specified below.

- a. A weekly "Work Completed" Report detailing work completed the previous week. Report due no later than 8:00AM Tuesday of each week.
- b. Pesticide Application Record form as set forth in Exhibit G shall be completed and submitted to the City Representative within 24 hours of pesticide application.
- c. Notification of Problem or Repair form as set forth in Exhibit H shall be completed and submitted to the City Representative within 24 hours of the discovery of a problem or needed repair.
- d. Additional Services Request form as set forth in Exhibit F shall be completed and submitted to the City as needed to propose additional site landscaping and maintenance work that is in addition to the services described in Section II. (Additional work to be completed by the Contractor shall be done at the rates provided in Exhibit E, Additional Work Rate Schedule.)

V. Contractor responsible to replace plant material.

The Contractor shall replace, at Contractor's own expense, any lawn, groundcover, trees, shrubs, or other plant materials requiring replacement through negligent acts resulting from Contractor's failure to provide maintenance in accordance with the provision herein. All plant materials replaced or provided by the Contractor shall be warranted by the Contractor to be of good quality, healthy, and disease-free for one year from the date of planting.

VI. Inspections.

The City will make monthly inspections of the services performed by the Contractor at each site using monthly maintenance checklists found in Exhibit B. The Contractor or designee shall attend such monthly inspections. Inspection times will be set up to accommodate both parties' schedules. If performance deficiencies are found, they will be noted on the checklist and the City may withhold payment for those services until the deficiencies are corrected. In addition to monthly inspections, the City may, at its discretion, inspect and review work at any time to assure that it has been completed as specified prior to payment.

**EXHIBIT B**

**SCHEDULE AND CHECKLIST OF SERVICES**

**STREETS**

<b>FREQUENCY CHECKLIST</b>			
<b>Date Submitted:</b>		<b>Date of Inspection:</b>	
<b>Location/Work</b>	<b>Frequency</b>	<b>Dates Performed</b>	<b>Comments</b>
<b>1. Grandview Drive W.- 22<sup>nd</sup> St W to 64<sup>th</sup> St W</b>			
• Grass—Mowing, Trimming	Weekly		
• Grass—Edging	Monthly		
• Grass—Fertilize/ Herbicide	3x/year		
• Grass—Aerate	1x/yr		
• Planter Strips, Medians, Tree Wells—Weeding	2x/Monthly		
• Planter Strips, Medians, Tree Wells—Herbicide/Pesticide	3x/year		
<b>2. Bridgeport Way W. – 27<sup>th</sup> St W to 63<sup>rd</sup> St W</b>			
• Grass—Mowing, Trimming	Weekly		
• Grass—Edging	Monthly		
• Grass—Fertilize/ Herbicide	3x/year		
• Grass—Aerate	1x/year		
• Planter Strips, Medians, Tree Wells—Weeding	2x/Monthly		
• Planter Strips, Medians, Tree Wells—Herbicide/Pesticide	3x/year		
<b>3. Chambers Creek Road W.</b>			
• Grass—Mowing, Trimming	Weekly		
• Grass—Edging	Monthly		
• Grass—Fertilize/ Herbicide	3x/year		
• Grass—Aerate	1x/year		
• Planter Strips, Medians, Tree Wells—Weeding	2x/Monthly		
• Planter Strips, Medians, Tree Wells—Herbicide/Pesticide	3x/year		
<b>4. Green Space at Bridgeport Way W. &amp; Chambers Lane W.</b>			
• Weeding	2x/Monthly		
• Herbicide/Pesticide	3x/year		
<b>5. Hannah Pierce Road W</b>			
• Grass—Mowing, Trimming	Weekly		
• Grass—Edging	Monthly		
• Grass—Fertilize/ Herbicide	3x/year		
• Grass—Aerate	1x/year		
• Herbicide/Pesticide	3x/year		

**SCHEDULE AND CHECKLIST OF SERVICES**

**STREETS**

<b>FREQUENCY CHECKLIST</b>			
<b>Date Submitted:</b>		<b>Date of Inspection:</b>	
<b>Location/Work</b>	<b>Frequency</b>	<b>Dates Performed</b>	<b>Comments</b>
<b>6. Cirque Drive- Sunset to Bridgeport</b>			
• Weeding	2x/Monthly		
• Herbicide/Pesticide	3x/year		
<b>7. Sunset Drive W Planter Strips – Cirque to 19<sup>th</sup> St W.</b>			
• Weeding	2x/Monthly		
• Herbicide/Pesticide	3x/year		
<b>8 44<sup>th</sup> St Planter Strips – Bridgeport to Sunset.</b>			
• Weeding	2x/Monthly		
• Herbicide/Pesticide	3x/year		
<b>9. Cirque Alameda Roundabout.</b>			
• Weeding	2x/Monthly		
• Herbicide/Pesticide	3x/year		
<b>10. Alameda – 44<sup>th</sup> St W to 51<sup>st</sup> St Ct W</b>			
• Weeding	2x/Monthly		
• Herbicide/Pesticide	3x/year		
<b>11. 40<sup>th</sup> St W – Olympic to Sunset</b>			
• Weeding	2x/Monthly		
• Herbicide/Pesticide	3x/year		
<b>12. 70<sup>th</sup> St W &amp; 27<sup>th</sup> St W</b>			
• Weeding – All Pots	2x/Monthly		
• Trimming – Tea Pot Topiary	3x/year		
<b>13. Beckonridge Dr W Planter Strips– Cirque Dr W to Grandview Dr W</b>			
• Weeding	2x/Monthly		
• Herbicide/Pesticide	3x/year		

**SCHEDULE AND CHECKLIST OF SERVICES**

**STREETS**

<b>FREQUENCY CHECKLIST</b>			
<b>Date Submitted:</b>		<b>Date of Inspection:</b>	
<b>Location/Work</b>	<b>Frequency</b>	<b>Dates Performed</b>	<b>Comments</b>
<b>14. 27<sup>th</sup> St W Planter Strips – Louise St W to Grandview Dr W</b>			
• Weeding	2x/Monthly		
• Herbicide/Pesticide	3x/year		
<b>15. 43<sup>rd</sup> St W &amp; Elwood Dr W.</b>			
• Weeding	2x/Monthly		
• Herbicide/Pesticide	3x/year		
<b>16. Ridge Rd W &amp; Grandview Dr W.</b>			
• Weeding	2x/Monthly		
• Herbicide/Pesticide	3x/year		
<b>17. Olympic Blvd W Swale -</b>			
• Weeding	2x/Monthly		
• Herbicide/Pesticide	3x/year		
<b>18. Chambers Rd W Ivv Bed Medians – 64<sup>th</sup> St W to Bridgeport Wv W</b>			
• Weeding	2x/Monthly		
• Herbicide/Pesticide	3x/year		
• Trimming	3x/year		
<b>19. Bridgeport Pots – 35<sup>th</sup> St W to 37<sup>th</sup> St W</b>			
• Weeding – All Pots	2x/Monthly		
• Trimming – Tea Pot Topiary	6x/year or as needed		
<b>20. 64<sup>th</sup> St W - Grandview Drive W. to Chambers Creek Rd W</b>			
• Grass—Mowing, Trimming	Weekly		
• Grass—Edging	Monthly		
• Grass—Fertilize/ Herbicide	3x/year		
• Grass—Aerate	1x/yr		
• Planter Strips, Medians, Tree Wells—Weeding	2x/Monthly		
• Planter Strips, Medians, Tree Wells—Herbicide/Pesticide	3x/year		

EXHIBIT B

SCHEDULE AND MONTHLY CHECKLIST OF SERVICES

**PARKS**

FREQUENCY CHECKLIST			
Date Submitted:		Date of Inspection:	
Location/Work	Frequency	Dates Performed	Comments
<b>1. Curran Orchard</b>			
• Grass—Mowing, Trimming and Edging	Weekly		
<b>2. Drum Greenway</b>			
• Grass— Mowing, Trimming and Edging	Weekly		
• Grass— Fertilize/ Herbicide	3x/year		
• Grass—Aerate	1x/year		
• Green Space, Tree Wells—Weeding	2x/month		
• Green Space, Tree Wells - Fertilize/ Herbicide	3x/year		
<b>3. Homestead Park</b>			
• Grass—Mowing, Trimming and Edging	Weekly		
• Grass—Fertilize/ Herbicide	3x/year		
• Grass—Aerate	1x/year		
<b>4. Kobayashi House</b>			
• Grass- Mowing, Trimming and Edging	Weekly		
• Grass—Fertilize/ Herbicide	3x/year		
<b>5. Adriana Hess</b>			
• Grass— Mowing, Trimming and Edging	Weekly		
• Grass— Fertilize/ Herbicide	3x/year		
• Grass—Aerate	1x/year		
<b>6. Sunset Terrace Park</b>			
• Grass—Mowing, Trimming and Edging	Weekly		
• Grass—Fertilize/Herbicide	3x/year		
• Grass—Aerate	1x/year		
• Green Space, Tree Wells—Weeding	2x/month		
• Green Space, Tree Wells - Fertilize/ Herbicide	3x/year		

**EXHIBIT B**

**SCHEDULE AND MONTHLY CHECKLIST OF SERVICES**

**SPORTS COMPLEX**

<b>FREQUENCY CHECKLIST</b>			
<b>Date Submitted:</b>		<b>Date of Inspection:</b>	
<b>Location/Work</b>	<b>Frequency</b>	<b>Dates Performed</b>	<b>Comments</b>
<b>3. Sports Turf Areas</b>			
• Grass— Mowing, Trimming and Edging (April and October)	Weekly		
• Grass— Mowing, Trimming and Edging (May thru September)	2x/week		
• Grass— Fertilize/ Herbicide	3x/year		
• Grass—Aerate	1x/year		
• Green Space, Tree Wells—Weeding	2x/month		
• Green Space, Tree Wells - Fertilize/ Herbicide	3x/year		
<b>2. Cirque Bridgeport Skate Park.</b>			
• Grass—Mowing, Trimming and Edging	Weekly		
• Grass—Fertilize/ Herbicide	3x/year		
• Grass—Aerate	1x/year		
• Green Space, Tree Wells - Weeding	2x/month		
• Green Space, Tree Wells - Fertilize/ Herbicide	3x/year		
•			
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•			
•			
•			
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EXHIBIT C

**2014 COMPENSATION SUMMARY SHEET**

Streets	\$	<u>4428-</u>
Bridgeport Pots	\$	<u>1194-</u>
Parks	\$	<u>16,779-</u>
Sports Complex	\$	<u>18,074</u>
Subtotal	\$	
WSST	\$	
Total	\$	<u>\$ 40,475-</u>

**EXHIBIT D**

**ADDITIONAL WORK RATE SCHEDULE**

In the event the City desires additional services other than those described in Exhibits A and B to this agreement, the Contractor agrees to perform such services according to the following schedule or for an amount negotiated by the parties, whichever is less, so long as the hourly rate is not less than the prevailing wage. Additional services shall be proposed by the City or the Contractor using the Discretionary Request Form in Exhibit G.

<u>Worker/Task:</u>	<u>Rate:</u>
Foreman	\$ <u>45</u> hr
Service Truck	\$ <u>39</u> hr
Laborer	\$ <u>39</u> hr
Emergency Call Outs	\$ <u>55<sup>00</sup></u> hr
Irrigation Emergency	\$ <u>65</u> hr
Additional Orchard Mowing	\$ <u>250<sup>00</sup></u>
Other work items	By bid only

Hourly rates include all equipment necessary to perform work.

**EXHIBIT E**

**ADDITIONAL SERVICES REQUEST FORM FOR  
LANDSCAPING AND MAINTENANCE SERVICES**

**TO BE COMPLETED BY REQUESTOR (CONTRACTOR OR CITY)**

Date of Request: \_\_\_\_\_ Name of Site/Location: \_\_\_\_\_

Requestor's Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Describe nature of requested work: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**TO BE COMPLETED BY CONTRACTOR**

Contractor's Recommended Action: \_\_\_\_\_

\_\_\_\_\_

Cost of requested work: \_\_\_\_\_

Proposed Schedule: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Contractor Signature

\_\_\_\_\_  
Date

**FOR CITY USE ONLY**

City Authorized Action: \_\_\_\_\_

\_\_\_\_\_

Cost Authorization: \_\_\_\_\_

Authorization to Proceed:

\_\_\_\_\_  
City of University Place Authorized Signature

\_\_\_\_\_  
Date





**EXHIBIT H**

City of University Place  
3715 Bridgeport Way West, Suite B1  
University Place WA 98466-4456  
(253) 460-6493  
(253) 460-6497 FAX

**TAX IDENTIFICATION NUMBER**

In order for you to receive reimbursement from the City of University Place, we must have either a Tax Identification Number or a Social Security Number. The Internal Revenue Code requires a Form 1099 for payments to every person or organization other than a corporation for services performed in the course of trade or business. Further, the law requires us to withhold 20% on reportable amounts paid to unincorporated persons who have not supplied us with their correct Tax Identification Number or Social Security Number.

Please complete the following information request form and return it to the City of University Place before or along with the submittal of the first billing voucher.

**Please check the appropriate category:**

Corporation       Partnership       Government Agency  
 Individual/Proprietor       Other (please explain)

TIN#: 36-4313318

SS#:           -          -          

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Print Name: Jay Beckman

Print Title: Branch Manager

Business Name: TruGreen LandCare

Business Address: 8201 Durango St. SW Lakewood, WA 98499

Business Phone: 253-589-9900

3-14-14        
Date      Authorized Signature (required)

**EXHIBIT I**  
**PREVAILING WAGE RATES- PIERCE COUNTY**

State of Washington  
 Department of Labor & Industries  
 Prevailing Wage Section - Telephone 360-902-5335  
 PO Box 44540, Olympia, WA 98504-4540

**Washington State Prevailing Wage**

The PREVAILING WAGES listed here include both the hourly wage rate and the hourly rate of fringe benefits. On public works projects, worker's wage and benefit rates must add to not less than this total. A brief description of overtime calculation requirements are provided on the Benefit Code Key.

Journey Level Prevailing Wage Rates for the Effective Date:  
 2/27/2014

<u>County</u>	<u>Trade</u>	<u>Job Classification</u>	<u>Wage</u>	<u>Holiday</u>	<u>Overtime</u>	<u>Note</u>
Pierce	<u>Landscape Construction</u>	Irrigation Or Lawn Sprinkler Installers	\$17.07		<u>1</u>	
Pierce	<u>Landscape Construction</u>	Landscape Equipment Operators Or Truck Drivers	\$14.55		<u>1</u>	
Pierce	<u>Landscape Construction</u>	Landscaping Or Planting Laborers	\$17.07		<u>1</u>	

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

**Proposed Council Action:**

Authorize the City Manager to execute a Professional Services Agreement with Gray & Osborne for technical consultant and design services, as required for repair of six (6) storm drainage concerns, in an amount not to exceed Two Hundred Fifty Six Thousand Two Hundred Thirty Five dollars and zero cents (\$256,235.00).

**Agenda No:** 11  
**Dept. Origin:** Public Works, Parks & Recreation  
**For Agenda of:** March 17, 2014  
**Exhibits:** Professional Services Agreement  
w/Attachments  
Memo dated November 2013

**Concurred by Mayor** \_\_\_\_\_  
**Approved by City Manager** \_\_\_\_\_  
**Approved as to Form by City Atty** \_\_\_\_\_  
**Approved by Finance Director** \_\_\_\_\_  
**Approved by Dept. Head** \_\_\_\_\_

Expenditure Required \$256,235.00	Amount Budgeted \$256,235.00	Appropriation Required -0-
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**SUMMARY / POLICY ISSUES**

Public Works staff had identified six storm drainage concerns that are in need of repair. For these repairs technical consultant and design services are required. These six projects have a history of failing during periods of heavy rainfall causing residential properties to experience stormwater intrusion onto private properties.

**ALTERNATIVES CONSIDERED**

None

**BOARD OR COMMITTEE RECOMMENDATION**

N/A

**RECOMMENDATION / MOTION**

**MOVE TO:** Authorize the City Manager to execute a Professional Services Agreement with Gray & Osborne for technical consultant and design services, as required for repair of six (6) storm drainage concerns, in an amount not to exceed Two Hundred Fifty Six Thousand Two Hundred Thirty Five dollars and zero cents (\$256,235.00).

## Memo

**DATE:** November 6, 2013

---

**TO:** Steve Sugg, City Manager

**FROM:** Gary Cooper, Director of Public Works, Parks & Recreation

**SUBJECT:** Storm Drainage System Improvements - Engineering & Design

Steve,

Public Works Staff has identified six storm drainage concerns that we are in need of Consultant design and engineering assistance with. These are six projects with a history of failing during periods of heavy rainfall. Residential properties at three of these locations have experienced water intrusion into the structures.

Working with our Engineering Consultant, Gray & Osborne Engineers we have developed a priority list along with a design and construction estimates. Total engineering & design for the six projects \$256,235 with an estimated construction cost of \$1,725,000 - \$2,000,000.

Working with Gray & Osborne Engineers we have identified State and Federal DOE construction grant opportunities in the fall of 2014, both require “shovel ready” projects. With this in mind I recommend we move forward with design of the six storm drainage projects with funding from our SWM budget. This will require listing of the projects onto our CIP budget and a budget adjustment of \$256,000 for the design of all six projects and \$400,000 for construction of our two highest priority projects in 2014.

Gary Cooper  
Director of Public Works, Parks & Recreation

Attachment "A"

Storm Drainage Improvement Project Priority Rankings

<u>Project Location</u>	<u>Design Estimate</u>	<u>Construction Estimate</u>
1) 7000 block of 37 <sup>th</sup> St. W. Problem- insufficient pipe diameter, flooding residence.	\$36,400	\$250,000
2) 56 <sup>th</sup> St. W & 95 <sup>th</sup> Ave/96 <sup>th</sup> Ave. Problem- failed drywells flooding streets (18" deep) & residential garage	\$19,740	\$135,000
3) Lemons Beach Outfall/ 31 <sup>st</sup> St. W. Problem- Pipe diameter insufficient to handle flows.	\$42,600	\$285,000
4) Soundview Drive W. Brookside to 31 <sup>st</sup> St. W. Problem- No/insufficient drainage system, storm water flowing onto private properties below road grade. Concerns of water causing damage to private properties.	\$67,050	\$450,000
5) Olympic Drive from Grandview to 31 <sup>st</sup> St. W. Problem- No/insufficient drainage system, storm water flowing onto private properties below road grade. Concerns of water causing damage to private properties.	\$48,770	\$325,000
6) Tahoma Place 33 <sup>rd</sup> to Grandview Dr. Problem- No/insufficient drainage system, storm water flowing onto private properties.	\$41,675	\$280,000

**Total Design & Engineering estimate- \$ 256,235**

**Total Construction estimate- \$1,725,000**

**PROFESSIONAL SERVICES AGREEMENT  
STORM DRAINAGE REPAIR PROJECTS**

This Agreement ("Agreement") is dated effective this \_\_\_\_\_ day of \_\_\_\_\_, 2014. The parties ("Parties") to this Agreement are the City of University Place, a Washington municipal corporation ("City"), and Gray & Osborne, Inc., ("Contractor").

A. The City seeks the temporary professional services of a skilled independent contractor capable of working without direct supervision in the capacity of engineering design consult and is familiar with the City's municipal code, resolutions, regulations and policies.

B. The Contractor has the requisite skill and experience necessary to provide such services.

**NOW, THEREFORE,** the Parties agree to the following terms and conditions:

**1. SERVICES.**

1.1 The Contractor agrees to furnish all personnel, materials, and services and to otherwise do all things necessary for or incidental to the performance of the work set forth in Attachments "A-1, B-1, C-1, D-1, E-1, and F-1," attached hereto and incorporated by this reference ("Services").

1.2 Compliance With Laws. All duties of the Contractor or designees shall be performed in accordance with all applicable federal and state laws and city ordinances as now existing or hereafter adopted or amended.

1.3 The Contractor shall control and direct the performance of the work. The City reserves the right to inspect, review and approve the work to assure that it has been completed as specified prior to payment.

1.4 Performance Standard. All duties by the Contractor or his designees shall be performed in a manner consistent with accepted practices for other similar services, performed to the City's satisfaction, within the time period prescribed by this Agreement and pursuant to the direction of the City Manager or designee.

**2. TERM.**

The Term of this Agreement shall commence upon the effective date of this Agreement and shall continue until the completion of the Services, but in any event no later than December 31, 2014. This Agreement may be extended for additional periods of time upon the mutual written agreement of the City and the Contractor.

**3. TERMINATION.**

During any term, this Agreement may be terminated, with or without cause by either Party, by giving thirty (30) days written notice to the other party.

**4. COMPENSATION.**

4.1 Total Compensation. In consideration of the Contractor performing the Services, the City agrees to pay an amount not to exceed \$256,235.00.

4.2 Compensation Rates. Compensation for Services shall be in accordance with the rates set forth in Attachments "A-2, B-2, C-2, D-2, E-2 and F-2," attached hereto and incorporated by this reference.

4.3 Method of Payment. Payment by the City for the Services will only be made after the Services have been performed and an itemized billing statement has been submitted in the form specified by the City and approved by the appropriate City representative, which shall specifically set forth the Services performed, the name of the person performing such Services, and the hourly labor charge rate for such person. Payment shall be made on a monthly basis thirty (30) days after receipt of such billing statement.

4.4 Contractor Responsible for Taxes. The Contractor shall be solely responsible for the payment of any taxes imposed by any lawful jurisdiction as a result of performance and payment under this Agreement.

**5. REPRESENTATIONS.**

The Contractor warrants that it has the requisite training, skill and experience necessary to provide the Services and is appropriately accredited and licensed by all applicable agencies and governmental entities.

The Contractor has a Business License from the City of University Place.

**6. INDEPENDENT CONTRACTOR.**

It is the intention and understanding of the Parties that the Contractor shall be an independent contractor. The Contractor or his or her employees or agents performing under this

Agreement are not employees or agents of the City. The Contractor will not hold himself or herself out as nor claim to be an officer or employee of the City. The Contractor will not make any claim of right, privilege, or benefit which would accrue to an employee under law. The City shall neither be liable for nor obligated to pay sick leave, vacation pay or any other benefit of employment, nor to pay any social security or other tax which may arise as an incident of employment. The Contractor shall pay all income and other taxes as due. Industrial or any other insurance which is purchased for the benefit of the Contractor shall not be deemed to convert this Agreement to an employment contract.

It is recognized that the Contractor may or will be performing professional services during the term for other parties and that the City is not the exclusive user of the Contractor's services; provided, however, that the performance of other professional services shall not conflict with or interfere with the Contractor's ability to perform the Services. The Contractor agrees to resolve any conflict in favor of the City.

## **7. INDEMNIFICATION.**

Contractor Indemnification. The Contractor agrees to indemnify and hold the City, its elected officials, officers, employees, agents, and volunteers harmless from any and all claims, demands, losses, actions and liabilities (including costs and all attorney fees) to or by any and all persons or entities, including, without limitation, their respective agents, licensees, or representatives, arising from, resulting from, or connected with this Agreement to the extent caused by the negligent acts, errors or omissions of the Contractor, its partners, shareholders, agents, employees, or by the Contractor's breach of this Agreement.

City Indemnification. The City agrees to indemnify and hold the Contractor, its officers, directors, shareholders, partners, employees, and agents harmless from any and all claims, demands, losses, actions and liabilities (including costs and attorney fees) to or by any and all persons or entities, including without limitation, their respective agents, licensees, or representatives, arising from, resulting from or connected with this Agreement to the extent solely caused by the negligent acts, errors, or omissions of the City, its employees or agents.

## **8. INSURANCE.**

The Contractor shall purchase and maintain the following insurance during the course of the agreement:

1. Automobile Liability with limits not less than one million (\$1,000,000.00) combined single limit.
2. Commercial General Liability with limits not less than one million (\$1,000,000.00) per occurrence and one million (\$1,000,000.00) general aggregate.
3. Professional Liability with a limit of not less than one million (\$1,000,000.00) per claim.

The City shall be named as an additional insured on the Commercial General Liability insurance policy. The Contractor shall furnish a certificate or certificates of insurance to the City evidencing the required insurance before commencing any work. The certificates of insurance shall give the City thirty (30) days notice of cancellation.

**9. EQUAL OPPORTUNITY EMPLOYER.**

The Contractor agrees to take all steps necessary to comply with all federal, state, and City laws and policies regarding non-discrimination and equal employment opportunities. The Contractor shall not discriminate in any employment action because of race, religion, color, national origin or ancestry, sex, gender identity, sexual orientation, age, marital status, familial status, or the presence of any sensory, mental or physical handicap. In the event of non-compliance by the Contractor with any of the non-discrimination provisions of this Contract, the City shall be deemed to have cause to terminate this Contract, in whole or in part.

**10. CONFIDENTIALITY.**

The Contractor agrees that all materials containing confidential information received pursuant to this Agreement shall not be disclosed without the City's express written consent. Contractor agrees to provide the City with immediate written notification of any person seeking disclosure of any confidential information obtained for the City.

**11. WORK PRODUCT.**

All work product, including records, files, documents, plans, computer disks, magnetic media or material which may be produced or modified by the Contractor while performing the Services shall belong to the City. Upon written notice by the City during the Term of this Agreement or upon the termination or cancellation of this Agreement, the Contractor shall deliver all copies of any such work product remaining in the possession of the Contractor to the City.

**12. BOOKS AND RECORDS.**

The Contractor agrees to maintain books, records, and documents that sufficiently and properly reflect all direct and indirect costs related to the performance of the Services and maintain such accounting procedures and practices as may be deemed necessary by the City to assure proper accounting of all funds paid pursuant to this Agreement. These records shall be subject, at all reasonable times, to inspection, review, or audit by the City, its authorized representative, the State Auditor, or other governmental officials authorized by law to monitor this Agreement.

**13. NON-APPROPRIATION OF FUNDS.**

If sufficient funds are not appropriated or allocated for payment under this Agreement for any future fiscal period, the City will not be obligated to make payments for Services or amounts incurred after the end of the current fiscal period, and this Agreement will terminate upon completion of all remaining Services for which funds are allocated. No penalty or expense shall accrue to the City in the event this provision applies.

**14. GENERAL PROVISIONS.**

14.1 Entire Agreement. This Agreement contains all of the agreements of the Parties with respect to any matter covered or mentioned in this Agreement and no prior agreements shall be effective for any purpose.

14.2 Modification. No provisions of this Agreement may be amended or modified except by written agreement signed by the Parties.

14.3 Full Force and Effect. Any provision of this Agreement which is declared invalid or illegal shall in no way affect or invalidate any other provision hereof and such other provisions shall remain in full force and effect.

14.4 Assignment. Neither the Contractor nor the City shall have the right to transfer or assign, in whole or in part, any or all of its obligations and rights hereunder without the prior written consent of the other party.

14.5 Successors in Interest. Subject to the foregoing Subsection, the rights and obligations of the Parties shall inure to the benefit of and be binding upon their respective successors in interest, heirs and assigns.

14.6 Attorney Fees. In the event either party brings a lawsuit to enforce the terms of this Agreement, or arising from a breach of this Agreement, the prevailing party shall be entitled to its costs and attorneys' fees for bringing or defending against the action.

14.7 No Waiver. Failure or delay of the City to declare any breach or default immediately upon occurrence shall not waive such breach or default. Failure of the City to declare one breach or default does not act as a waiver of the City's right to declare another breach or default.

14.8 Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Washington.

14.9 Venue. The venue for any dispute related to this Agreement or for any action to enforce any term of this Agreement shall be Pierce County, Washington.

14.10 Authority. Each individual executing this Agreement on behalf of the City and the Contractor represents and warrants that such individuals are duly authorized to execute and deliver this Agreement on behalf of the Contractor or the City.

14.11 Notices. Any notices required to be given by the Parties shall be delivered at the addresses set forth below. Any notices may be delivered personally or may be deposited in the United States mail, postage prepaid, to the address set forth below. Any notice so posted in the United States mail shall be deemed received three (3) days after the date of mailing.

14.12 Performance. Time is of the essence of this Agreement in each and all of its provisions in which performance is a factor.

14.13 Remedies Cumulative. Any remedies provided for under the terms of this Agreement are not intended to be exclusive, but shall be cumulative with all other remedies available to the City at law or in equity.

14.14 Counterparts. This Agreement may be executed in any number of counter-parts, which counterparts shall collectively constitute the entire Agreement.

Executed on the dates written below.

GRAY & OSBORNE INC

CITY OF UNIVERSITY PLACE

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Date: \_\_\_\_\_

\_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: 3715 Bridgeport Way W.  
University Place, WA 98466-4456  
Date: \_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
Steve Victor, City Attorney



# Gray & Osborne, Inc.

CONSULTING ENGINEERS

October 30, 2013

Mr. Gary Cooper  
Parks & Public Works Director  
City of University Place  
4951 Grandview Drive West  
University Place, Washington 98467

SUBJECT: ENGINEERING PROPOSAL – VARIOUS STORM IMPROVEMENT  
PROJECTS  
CITY OF UNIVERSITY PLACE, PIERCE COUNTY, WASHINGTON  
G&O #20136.85

Dear Mr. Cooper:

Per your request, enclosed is our proposal for providing engineering design services for the various storm improvement projects located within the City's corporate limits. Our scope of work is based on: (1) our current understanding of the various projects; (2) our site visits and meetings regarding the projects; (3) our familiarity with projects of this nature, scope, and size; (4) our ability to dedicate qualified and experienced staff to perform the work; and (5) maps/exhibits provided by the City which identify project locations. Our project understanding is noted below.

## **PROJECT UNDERSTANDING**

The City has identified several areas in the City where critical stormwater system capacity is either unknown or known to be deficient. Additionally, the City has identified several additional areas where critical stormwater facilities have been problematic due to inadequate system components, surface ponding, surcharging, restricted hydraulic capacity, high maintenance, and/or structurally impaired. It is the intent of the City to prepare design documents suitable for bidding and/or constructing improvements related thereto based on available funding.

We have identified herein the various projects and further understand that the City may elect to retain Gray & Osborne to design one, some, or all of the various projects. As such, each engineering proposal stated herein assumes (1) it will be designed (if awarded) as a stand-alone project, (2) the bid/construction documents prepared will be "camera-ready" for bidding purposes as desired by the City, and (3) formatted the same



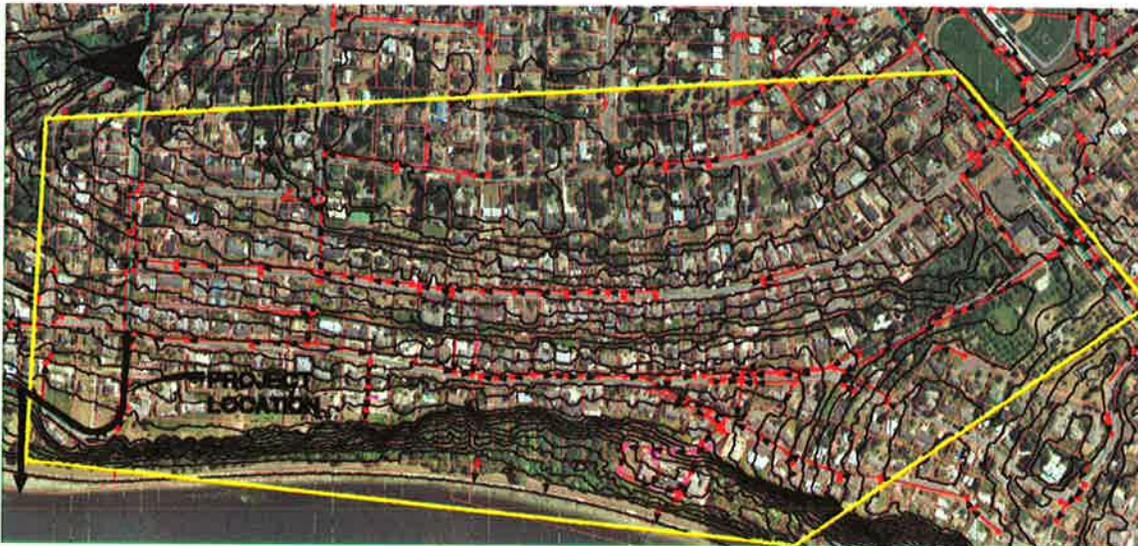
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so they can be simultaneously bid and awarded by the City as may be desired. PS&E products will be prepared in compliance with applicable state, federal, and city standards.

Project locations and brief project descriptions are provided below.

**A. LEMONS BEACH OUTFALL AND UPSTREAM STORM SYSTEM IMPROVEMENTS**

**Location:** The project begins at the existing outlet at Puget Sound, thence easterly in and along a public easement to Lemons Beach Road West, thence southerly in and along Lemons Beach Road West to 31<sup>st</sup> Street West, thence easterly in and along 31<sup>st</sup> Street West to Soundview Drive.



**Project Location Map A**

**Brief Description:** The exact location, condition, and hydraulic capacity of the existing pipelines in this area are unknown for the most part. This pipeline serves as the outlet for a major portion of the City's storm system lying primarily to the west and southwest of this pipeline. The City desires to conduct a hydraulic and structural assessment of the pipeline by performing a site survey of the area to include conducting a physical site survey and right-of-way survey of the project area, map the topographical features and pertinent property lines and right-of-way lines, perform an internal inspection of the pipeline (video), limited geotechnical evaluation (steep slopes), and prepare an engineer's recommendation regarding the prioritization of improvements and cost estimate for the proposed upgrading and/or replacement of all or portions of this system. Project plans,



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specifications, and cost estimates (PS&E) will be prepared suitable in nature to solicit bids, and construct improvements in this area. The estimated project length is 0.3 mile and is located both within existing public rights-of-way and public easements (Lemons Beach Road to Puget Sound). It also crosses beneath the railroad tracks (BNSF right-of-way).

A scope of work is provided in the attached Exhibit A-1 and our fee proposal is shown in the attached Exhibit A-2.

## **B. SOUNDVIEW DRIVE/BROOKSIDE WAY WEST STORM SYSTEM IMPROVEMENTS**

**Location:** Beginning at the intersection of 31<sup>st</sup> Street West and Soundview Drive, the project extends southerly in and along Soundview Drive to the intersection of Soundview Drive and Brookside Way West, thence continuing on Soundview Drive for an additional 400 feet (plus or minus). The project also includes a portion (400 feet plus or minus) extending in and along Brookside Way West from the intersection of Soundview Drive and Brookside Way West. The project will include limited geotechnical evaluation, hydraulic modeling, and internal television inspection of outlets (excluding swale). It will also include assessing the feasibility of constructing an additional hard-piped outlet to the BNSF ditch in the location of an existing swale traversing westerly down the hillside. It is our understanding the current open channel is incising the hillside. The City also desires to explore the possibility of primarily bypassing this open swale outlet and installing a pipeline northerly to an existing piped outfall.



**Project Location Map B**



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**Brief Description:** The project area is primarily located in and along a hillside beneath a road benched into a hillside. The City desires to have the pipeline replaced with a hydraulically sized pipeline suitable to transmit tributary flow to an outlet located to the northwest. The pipeline for the most part is located in a residential neighborhood. The scope of work will include conducting a physical site survey of the roadway corridor to include both a topographical and right-of-way survey. It will also include a topographical and right-of-way survey of the two existing outfalls (from Soundview Drive to the most downstream structure). Our proposal assumes we will reroute the drainage tributary to the aforementioned swale and construct a new pipeline flowing to the north and/or south depending on hydraulic capacity. If routed to the north, it may require (due to grades) the reconstruction of all or part of the current outlet (depending on depth and capacity) located approximately 900 feet south of the 31<sup>st</sup> Street West/Soundview Drive intersection. This 900 feet is not in this project design phase, but included in Project A.

Our scope of work includes survey and mapping of the project corridor as further identified above as well as preparing PS&E documents for the construction of storm facilities in this area as required.

Our detailed scope of work is provided in the attached Exhibit B-1 and our fee proposal is shown in the attached Exhibit B-2.

### **C. OLYMPIA DRIVE NORTH STORM SYSTEM IMPROVEMENTS**

**Location:** This project begins at the intersection of 31<sup>st</sup> Street West and Soundview Drive, thence easterly in and along 31<sup>st</sup> Street West to Olympic Drive West, thence southerly in and along Olympic Drive West to Grandview Drive.



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**Project Location Map C**

**Brief Description:** The existing pipelines consist of multiple pipe sections likely constructed by homeowners, the City, and/or “others” to replace open ditches, cross driveways, and intercept flows from upstream private properties. The roadway is benched on a hillside. Surface street overland flows are routed in some areas by rolled curb. For the most part, these curbs channel surface flow to downstream streets and/or properties, creates surface ponding, and/or enters private properties to the west via driveways.

Proposed improvements include hydraulically sizing new pipelines designed to intercept upstream flows and route the flows to adequately sized downstream facilities. The approximate length of the new facilities is 0.3 mile.

Our detailed scope of work is shown in Exhibit C-1 and our fee proposal is shown in Exhibit C-2.

#### **D. 33<sup>RD</sup> STREET WEST AND TAHOMA PLACE WEST STORM SYSTEM IMPROVEMENTS**

**Location:** The project begins at the intersection of 33<sup>rd</sup> Street West and Olympic Drive West, thence extends easterly in and along 33<sup>rd</sup> Street West to Tahoma Place West, thence southerly in and along Tahoma Place West to Grandview Drive.



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**Project Location Map D**

**Brief Description:** This project is located in and along city rights-of-way in a residential section of the City. The existing system serves portions of the corridor and is likely a collection of privately and publicly installed pipelines to replace ditches and extend driveway culverts. The Tahoma Place West corridor profile crests at approximately 36<sup>th</sup> Street West. Surface flows are tributary to downstream outlets at both Lemons Beach Road and on Soundview Drive. A new storm system will be designed and PS&E documents prepared suitable for the bidding and construction of the project.

Primarily, the design work would include survey and mapping, hydraulic modeling, identification of right-of-way, limited geotechnical investigation, and the preparation of PS&E products to facilitate the installation of a new storm system in these corridors.

Our detailed scope of work is shown in Exhibit D-1 and our fee proposal is shown in Exhibit D-2.

**E. INFILTRATION SYSTEM (CLOSED SYSTEM) 66<sup>TH</sup> STREET WEST/  
95<sup>TH</sup> AVENUE WEST AND 96<sup>TH</sup> AVENUE WEST STORM SYSTEM  
IMPROVEMENTS**

**Location:** The City operates a closed stormwater system in and along a portion of 66<sup>th</sup> Street West, 95<sup>th</sup> Avenue West, and 96<sup>th</sup> Avenue West (see location map below). The closed system functions as a collection system tributary to infiltration systems.



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**Project Location Map E**

**Brief Description:** The City has many locations where closed systems operate via collection and infiltration systems. Oftentimes, the systems were designed to lesser standards (compared with current standards). Additionally, infiltration systems can deteriorate as soil permeability characteristics change due to the introduction of fines which are carried from the surface via catch basins and pipes to an infiltration system, effectively plugging the system. These fines reduce the capacity of the soils to infiltrate. The City has identified several catch basins which surcharge during heavier or extended weather events and causes excessive surface ponding/flooding in this area. The City desires to increase the capacity of the system to handle the 100-year storm event.

Our scope of work includes performing a site survey and mapping topographical and right-of-way features, conducting a geotechnical investigation (infiltration), and preparing PS&E documents suitable to solicit bids and construct improvements to



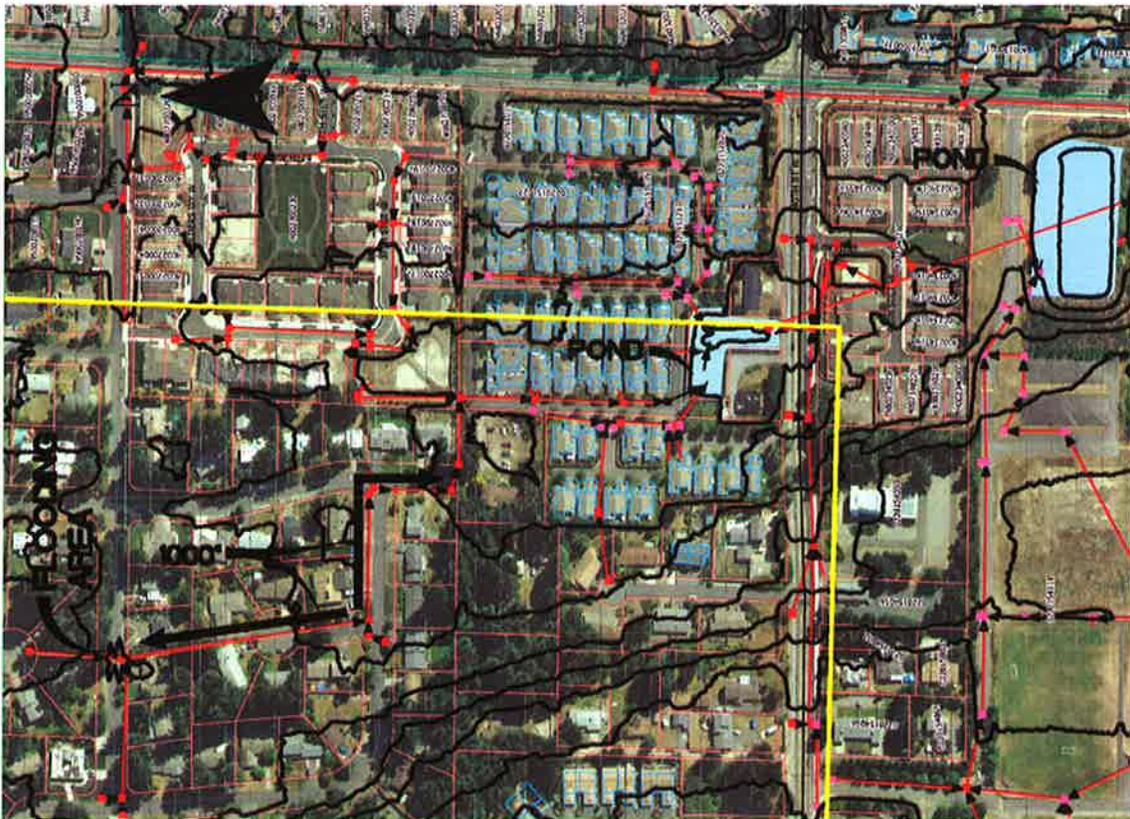
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facilitate a 100-year storm event. This work may include the installation of new and/or additional infiltration systems and/or an overflow system to adjacent facilities determined to be suitable to handle additional flows.

Our detailed scope of work is shown in Exhibit E-1 and our fee proposal is shown in Exhibit E-2.

#### **F. 37<sup>TH</sup> STREET WEST TO 37<sup>TH</sup> STREET COURT WEST AREA STORM SYSTEM IMPROVEMENTS**

**Location:** This project is located in a residential neighborhood of the City lying southwesterly of City Hall (see location map below).



**Project Location Map F**

**Brief Description:** There is a localized low spot on 37<sup>th</sup> Street West, midway between 70<sup>th</sup> Avenue West and 71<sup>st</sup> Avenue West. At this location, catch basins designed to service this low area surge with stormwater as the downstream system has insufficient



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capacity to transmit flows tributary to this location. As flows surge out of the catch basin lids in this low spot, they flood adjacent lower elevated properties and private improvements located thereon.

Approximately 1/4 mile away is a storm pond that the flows in this trouble spot are routed through in a series of city-owned pipelines. Maintenance personnel believe the inlet pipe into the storm pond, which transmits these upland flows, is hydraulically restricted at this pond location.

The downstream pipeline that transmits flows from this low spot to the pond is approximately 1,600 linear feet. As it traverses in a southeasterly direction, there appears (due to contour interval mapping on city-provided aerial maps) to be pipelines with flat gradients. The flatter the gradient, the less capacity it inherently has. Consequently, the pipelines in these flatter areas, particularly the pipelines (approximately 1,000 linear feet), immediately downstream of this low point are suspected of being the reason for capacity restrictions caused by either flat pipe gradients and/or structural impairments (collapsed pipe/root intrusion/blockages).

The project scope of work would include survey and mapping, hydraulic analysis, television inspection, geotechnical, and development of PS&E documents suitable for bidding and constructing improvements which will alleviate the current localized flooding caused by the City's system.

Our detailed scope of work is shown in Exhibit F-1 and our fee proposal is shown in Exhibit F-2.

## **PROJECT ASSUMPTIONS**

Our scopes of work and fee proposals are based on the following assumptions:

1. All survey will be conducted and mapped on City-approved datum. Records of survey to resolve discrepancies in County records are not included in our scope of work.
2. Access will be provided onto adjacent private properties as required. Access for our field crews will be coordinated by the City with the various property owners.
3. City pipelines located on private property are located within recorded easements.



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4. The City will review all Gray & Osborne submittals in a timely manner and direction will be provided to Gray & Osborne as required.
5. The City will pay for all permits and/or regulatory approvals as may be required.
6. The City will complete all necessary environmental documentation as may be required. No wetland designations are included in this scope of work.
7. BNSF will permit access to their property for Gray & Osborne personnel and/or their authorized subconsultants. Our fee proposal does not include acquisition of any special permits, insurance, etc., as may be requested/required by BNSF.
8. Pipelines to be televised will be cleaned/flushed by the City prior to this televised work being performed. Pipelines with major obstructions which prevent camera access will not be video recorded. The cost of special cleaning, root removal, etc., is not included in our proposal.
9. Access to the City's storm system will be made available by the City as required.
10. PS&E documents will be formatted per prior PS&E documents prepared for the City. They will be prepared in a camera-ready format so that they can be publicly bid and constructed, pending acquisition of any special permits and/or other regulatory approvals.
11. Absent any direction otherwise given, Gray & Osborne shall be entitled to rely on drawings, exhibits, record drawings, as-built drawings, and similar documentation as provided by the City, County, and/or utility purveyors for the purpose of developing design/bid/construction documents.
12. All geotechnical on-site reconnaissance requiring test pit excavations (4 to 6 feet deep) will be performed by City crews and equipment. The City will provide access to geotechnical specialists to acquire soil samples and view subsurface conditions. Geotechnical borings will be required on some projects and will be included in the fee proposals attached as applicable.

Key staff members working on any projects awarded include: Barry Baker, P.E., Principal-in-Charge (Environmental/Surface Water Group Manager);



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Roger Kuykendall, P.E., Project Manager; Stacey Clear, P.E., Project Engineer;  
Siew Tan, P.E., Senior Geotechnical Engineer; and Rick Bond, P.L.S., Survey Lead.

After your review, please let me know if I can provide any additional information and/or clarification.

Very truly yours,

GRAY & OSBORNE, INC.

Timothy J. Osborne, P.E.

TJO/hhj  
Encl.

## **EXHIBIT A-1**

### **SCOPE OF WORK**

#### **CITY OF UNIVERSITY PLACE LEMONS BEACH OUTFALL AND UPSTREAM STORM SYSTEM IMPROVEMENTS**

1. Provide overall project management including regular client contact, resource management, monitoring schedule of deliverables, and provide brief project updates with each regular (monthly) invoice.
2. Premark utilities of record prior to site survey. This work is to be performed by our subconsultant, Applied Professional Services, Inc.
3. Internally video record selected pipelines (outfall) in the project area to determine extent of debris and structural integrity of existing pipelines. This work is to be performed by our subconsultant, Applied Professional Services, Inc.
4. Conduct research of County records regarding establishing survey control (x, y, and z). Conduct topographical and right-of-way survey of the project area on City-approved datum suitable in nature to map area for design purposes.
5. Conduct geotechnical research and limited on-site geotechnical investigation regarding slope stability/infiltration/trench backfill as germane to this project and in sufficient detail to recommend design parameters for designer's use. Prepare geotechnical letter report with design/construction recommendations including soil permeability and/or steep slope construction as applicable to the project.
6. Request available utility record drawings and/or "as-built" drawings from utility purveyors of record for use in mapping and design of the project.
7. Perform hydraulic analysis of tributary areas regarding the sizing of storm facilities per City standards.
8. Discuss with the City installation of any additional treatment facilities and/or energy dissipation facilities (steep slope) which the City may desire to install on the project. Include in design as desired.
9. Prepare preliminary plans (35 and 65 percent) and preliminary specifications (65 percent) for City review and comment. Plans and specifications will be formatted per City standards/direction. Provide engineer's cost preliminary cost estimate with 35 and 65 percent submittals. Incorporate applicable City review comments into final submittals.

10. Prepare final PS&E at 95 percent incorporating prior City comments and submit to the City for final comments. Prepare 100 percent camera-ready PS&E documents suitable for bidding and constructing the project.
11. Perform three each internal quality assurance/quality control (QA/QC) reviews by senior staff members and key design staff including City staff as may be desired. QA/QC reviews are to occur at the 35, 65, and 95 percent submittal levels.
12. Meet with the City during the design phase (65 percent) to discuss submittals, budget, and schedule. Walk project with plans to review proposed construction methods. Meet with the City at the 95 percent submittal to discuss final PS&E documents.

## EXHIBIT A-2

### FEE PROPOSAL

#### *City of University Place - Lemons Beach Outfall and Upstream Storm System Improvements*

Discipline Required	Estimated		
	Hours	Rate <sup>(1)</sup>	Amount
Principal	6	\$187	\$1,122
Project Manager	40	\$142	\$5,680
Project Engineer	88	\$126	\$11,088
Design/Civil Engineer	40	\$120	\$4,800
Engineer in Training/Technician	36	\$98	\$3,528
Environmental Specialist	8	\$125	\$1,000
Professional Land Surveyor	16	\$122	\$1,952
Survey Crew	32	\$195	\$6,240

Subtotal: \$ 35,410

Indirect Expenses:

PanGEO, Inc. (Geotechnical) Plus 10% Administrative Overhead \$ 2,860

Applied Professional Services, Inc. (Television Inspection/Utility  
Location Services) Plus 10% Administrative Overhead \$ 4,180

Direct Expenses:

Mileage (@ \$0.56/mile), Photographs, Prints, etc. \$ 210

**TOTAL ESTIMATED COST: <sup>(2)</sup> \$ 42,660**

(1) Rate shown is a weighted rate and includes both direct and indirect labor costs, profit, equipment, etc.

(2) Total amount shown will not be exceeded without specific and additional authorization by the City.

## **EXHIBIT B-1**

### **SCOPE OF WORK**

#### **CITY OF UNIVERSITY PLACE SOUNDVIEW DRIVE/BROOKSIDE WAY WEST STORM SYSTEM IMPROVEMENTS**

1. Provide overall project management including regular client contact, resource management, monitoring schedule of deliverables, and provide brief project updates with each regular (monthly) invoice.
2. Premark utilities of record prior to site survey. This work is to be performed by our subconsultant, Applied Professional Services, Inc.
3. Internally video record selected pipelines (outfall) in the project area to determine extent of debris and structural integrity of existing pipelines. This work is to be performed by our subconsultant, Applied Professional Services, Inc.
4. Conduct research of County records regarding establishing survey control (x, y, and z). Conduct topographical and right-of-way survey of the project area on City-approved datum suitable in nature to map area for design purposes.
5. Conduct geotechnical research and limited on-site geotechnical investigation regarding slope stability/infiltration/trench backfill as germane to this project and in sufficient detail to recommend design parameters for designer's use. Prepare geotechnical letter report with design/construction recommendations including soil permeability and/or steep slope construction as applicable to the project.
6. Request available utility record drawings and/or "as-built" drawings from utility purveyors of record for use in mapping and design of the project.
7. Perform hydraulic analysis of tributary areas regarding the sizing of storm facilities per City standards.
8. Discuss with the City installation of any additional treatment facilities and/or energy dissipation facilities (steep slope) which the City may desire to install on the project. Include in design as desired.
9. Prepare preliminary plans (35 and 65 percent) and preliminary specifications (65 percent) for City review and comment. Plans and specifications will be formatted per City standards/direction. Provide engineer's cost preliminary cost estimate with 35 and 65 percent submittals. Incorporate applicable City review comments into final submittals.

## EXHIBIT B-2

### FEE PROPOSAL

#### *City of University Place - Soundview Drive/Brookside Way West Storm System Improvements*

Discipline Required	Estimated		
	Hours	Rate <sup>(1)</sup>	Amount
Principal	12	\$187	\$2,244
Project Manager	76	\$142	\$10,792
Project Engineer	136	\$126	\$17,136
Design/Civil Engineer	72	\$120	\$8,640
Engineer in Training/Technician	48	\$98	\$4,704
Environmental Specialist	4	\$125	\$500
Professional Land Surveyor	12	\$122	\$1,464
Survey Crew	46	\$195	\$8,970

Subtotal:	\$ 54,450
Indirect Expenses:	
PanGEO, Inc. (Geotechnical) Plus 10% Administrative Overhead	\$ 6,710
Applied Professional Services, Inc. (Television Inspection/Utility Location Services) Plus 10% Administrative Overhead	\$ 5,500
Direct Expenses:	
Mileage (@ \$0.56/mile), Photographs, Prints, etc.	\$ 390
<b>TOTAL ESTIMATED COST: <sup>(2)</sup></b>	<b>\$ 67,050</b>

(1) Rate shown is a weighted rate and includes both direct and indirect labor costs, profit, equipment, etc.

(2) Total amount shown will not be exceeded without specific and additional authorization by the City.

## **EXHIBIT C-1**

### **SCOPE OF WORK**

#### **CITY OF UNIVERSITY PLACE OLYMPIA DRIVE NORTH STORM SYSTEM IMPROVEMENTS**

1. Provide overall project management including regular client contact, resource management, monitoring schedule of deliverables, and provide brief project updates with each regular (monthly) invoice.
2. Premark utilities of record prior to site survey. This work is to be performed by our subconsultant, Applied Professional Services, Inc.
3. Conduct research of County records regarding establishing survey control (x, y, and z). Conduct topographical and right-of-way survey of the project area on City-approved datum suitable in nature to map area for design purposes.
4. Conduct geotechnical research and limited on-site geotechnical investigation regarding slope stability/infiltration/trench backfill as germane to this project and in sufficient detail to recommend design parameters for designer's use. Prepare geotechnical letter report with design/construction recommendations including soil permeability and/or steep slope construction as applicable to the project.
5. Request available utility record drawings and/or "as-built" drawings from utility purveyors of record for use in mapping and design of the project.
6. Perform hydraulic analysis of tributary areas regarding the sizing of storm facilities per City standards.
7. Discuss with the City installation of any additional treatment facilities and/or energy dissipation facilities (steep slope) which the City may desire to install on the project. Include in design as desired.
8. Prepare preliminary plans (35 and 65 percent) and preliminary specifications (65 percent) for City review and comment. Plans and specifications will be formatted per City standards/direction. Provide engineer's cost preliminary cost estimate with 35 and 65 percent submittals. Incorporate applicable City review comments into final submittals.
9. Prepare final PS&E at 95 percent incorporating prior City comments and submit to the City for final comments. Prepare 100 percent camera-ready PS&E documents suitable for bidding and constructing the project.

10. Perform three each internal quality assurance/quality control (QA/QC) reviews by senior staff members and key design staff including City staff as may be desired. QA/QC reviews are to occur at the 35, 65, and 95 percent submittal levels.
11. Meet with the City during the design phase (65 percent) to discuss submittals, budget, and schedule. Walk project with plans to review proposed construction methods. Meet with the City at the 95 percent submittal to discuss final PS&E documents.

## EXHIBIT C-2

### FEE PROPOSAL

#### *City of University Place - Olympia Drive North Storm System Improvements*

Discipline Required	Estimated		
	Hours	Rate <sup>(1)</sup>	Amount
Principal	10	\$187	\$1,870
Project Manager	68	\$142	\$9,656
Project Engineer	112	\$126	\$14,112
Design/Civil Engineer	60	\$120	\$7,200
Engineer in Training/Technician	40	\$98	\$3,920
Environmental Specialist	0	\$125	\$0
Professional Land Surveyor	6	\$122	\$732
Survey Crew	32	\$195	\$6,240

Subtotal:	\$ 43,730
Indirect Expenses:	
PanGEO, Inc. (Geotechnical) Plus 10% Administrative Overhead	\$ 1,830
Applied Professional Services, Inc. (Television Inspection/Utility Location Services) Plus 10% Administrative Overhead	\$ 2,860
Direct Expenses:	
Mileage (@ \$0.56/mile), Photographs, Prints, etc.	\$ 350
<b>TOTAL ESTIMATED COST: <sup>(2)</sup></b>	<b>\$ 48,770</b>

(1) Rate shown is a weighted rate and includes both direct and indirect labor costs, profit, equipment, etc.

(2) Total amount shown will not be exceeded without specific and additional authorization by the City.

## **EXHIBIT D-1**

### **SCOPE OF WORK**

#### **CITY OF UNIVERSITY PLACE 33<sup>RD</sup> STREET WEST AND TAHOMA PLACE WEST STORM SYSTEM IMPROVEMENTS**

1. Provide overall project management including regular client contact, resource management, monitoring schedule of deliverables, and provide brief project updates with each regular (monthly) invoice.
2. Premark utilities of record prior to site survey. This work is to be performed by our subconsultant, Applied Professional Services, Inc.
3. Conduct research of County records regarding establishing survey control (x, y, and z). Conduct topographical and right-of-way survey of the project area on City-approved datum suitable in nature to map area for design purposes.
4. Conduct geotechnical research and limited on-site geotechnical investigation regarding slope stability/infiltration/trench backfill as germane to this project and in sufficient detail to recommend design parameters for designer's use. Prepare geotechnical letter report with design/construction recommendations including soil permeability and/or steep slope construction as applicable to the project.
5. Request available utility record drawings and/or "as-built" drawings from utility purveyors of record for use in mapping and design of the project.
6. Perform hydraulic analysis of tributary areas regarding the sizing of storm facilities per City standards.
7. Discuss with the City installation of any additional treatment facilities and/or energy dissipation facilities (steep slope) which the City may desire to install on the project. Include in design as desired.
8. Prepare preliminary plans (35 and 65 percent) and preliminary specifications (65 percent) for City review and comment. Plans and specifications will be formatted per City standards/direction. Provide engineer's cost preliminary cost estimate with 35 and 65 percent submittals. Incorporate applicable City review comments into final submittals.
9. Prepare final PS&E at 95 percent incorporating prior City comments and submit to the City for final comments. Prepare 100 percent camera-ready PS&E documents suitable for bidding and constructing the project.

## EXHIBIT D-2

### FEE PROPOSAL

#### *City of University Place - 33<sup>rd</sup> Street West and Tahoma Place West Storm System Improvements*

Discipline Required	Estimated		
	Hours	Rate <sup>(1)</sup>	Amount
Principal	8	\$187	\$1,496
Project Manager	56	\$142	\$7,952
Project Engineer	104	\$126	\$13,104
Design/Civil Engineer	54	\$120	\$6,480
Engineer in Training/Technician	32	\$98	\$3,136
Environmental Specialist	0	\$125	\$0
Professional Land Surveyor	6	\$122	\$732
Survey Crew	28	\$195	\$5,460

Subtotal:	\$ 38,360
Indirect Expenses:	
PanGEO, Inc. (Geotechnical) Plus 10% Administrative Overhead	\$ 990
Applied Professional Services, Inc. (Television Inspection/Utility Location Services) Plus 10% Administrative Overhead	\$ 1,975
Direct Expenses:	
Mileage (@ \$0.56/mile), Photographs, Prints, etc.	\$ 350
<b>TOTAL ESTIMATED COST: <sup>(2)</sup></b>	<b>\$ 41,675</b>

(1) Rate shown is a weighted rate and includes both direct and indirect labor costs, profit, equipment, etc.

(2) Total amount shown will not be exceeded without specific and additional authorization by the City.

## **EXHIBIT E-1**

### **SCOPE OF WORK**

#### **CITY OF UNIVERSITY PLACE INFILTRATION SYSTEM (CLOSED SYSTEM) 66<sup>TH</sup> STREET WEST/95<sup>TH</sup> AVENUE WEST AND 96<sup>TH</sup> AVENUE WEST STORM SYSTEM IMPROVEMENTS**

1. Provide overall project management including regular client contact, resource management, monitoring schedule of deliverables, and provide brief project updates with each regular (monthly) invoice.
2. Premark utilities of record prior to site survey. This work is to be performed by our subconsultant, Applied Professional Services, Inc.
3. Conduct research of County records regarding establishing survey control (x, y, and z). Conduct topographical and right-of-way survey of the project area on City-approved datum suitable in nature to map area for design purposes.
4. Conduct geotechnical research and limited on-site geotechnical investigation regarding slope stability/infiltration/trench backfill as germane to this project and in sufficient detail to recommend design parameters for designer's use. Prepare geotechnical letter report with design/construction recommendations including soil permeability and/or steep slope construction as applicable to the project.
5. Request available utility record drawings and/or "as-built" drawings from utility purveyors of record for use in mapping and design of the project.
6. Perform hydraulic analysis of tributary areas regarding the sizing of storm facilities per City standards.
7. Discuss with the City installation of any additional treatment facilities and/or energy dissipation facilities (steep slope) which the City may desire to install on the project. Include in design as desired.
8. Prepare preliminary plans (35 and 65 percent) and preliminary specifications (65 percent) for City review and comment. Plans and specifications will be formatted per City standards/direction. Provide engineer's cost preliminary cost estimate with 35 and 65 percent submittals. Incorporate applicable City review comments into final submittals.
9. Prepare final PS&E at 95 percent incorporating prior City comments and submit to the City for final comments. Prepare 100 percent camera-ready PS&E documents suitable for bidding and constructing the project.

## EXHIBIT E-2

### FEE PROPOSAL

*City of University Place - Infiltration System (Closed System) 66<sup>th</sup> Street West/95<sup>th</sup> Avenue West and  
96<sup>th</sup> Avenue West Storm System Improvements*

Discipline Required	Estimated		
	Hours	Rate <sup>(1)</sup>	Amount
Principal	6	\$187	\$1,122
Project Manager	24	\$142	\$3,408
Project Engineer	48	\$126	\$6,048
Design/Civil Engineer	16	\$120	\$1,920
Engineer in Training/Technician	12	\$98	\$1,176
Environmental Specialist	0	\$125	\$0
Professional Land Surveyor	4	\$122	\$488
Survey Crew	16	\$195	\$3,120

Subtotal:	\$ 17,282
Indirect Expenses:	
PanGEO, Inc. (Geotechnical) Plus 10% Administrative Overhead	\$ 2,200
Applied Professional Services, Inc. (Television Inspection/Utility Location Services) Plus 10% Administrative Overhead	\$ -
Direct Expenses:	
Mileage (@ \$0.56/mile), Photographs, Prints, etc.	\$ 258
<b>TOTAL ESTIMATED COST:</b> <sup>(2)</sup>	<b>\$ 19,740</b>

(1) Rate shown is a weighted rate and includes both direct and indirect labor costs, profit, equipment, etc.

(2) Total amount shown will not be exceeded without specific and additional authorization by the City.

## **EXHIBIT F-1**

### **SCOPE OF WORK**

#### **CITY OF UNIVERSITY PLACE 37<sup>TH</sup> STREET WEST TO 37<sup>TH</sup> STREET COURT WEST AREA STORM SYSTEM IMPROVEMENTS**

1. Provide overall project management including regular client contact, resource management, monitoring schedule of deliverables, and provide brief project updates with each regular (monthly) invoice.
2. Premark utilities of record prior to site survey. This work is to be performed by our subconsultant, Applied Professional Services, Inc.
3. Internally video record selected pipelines in the project area to determine extent of debris and structural integrity of existing pipelines. This work is to be performed by our subconsultant, Applied Professional Services, Inc.
4. Conduct research of County records regarding establishing survey control (x, y, and z). Conduct topographical and right-of-way survey of the project area on City-approved datum suitable in nature to map area for design purposes.
5. Conduct geotechnical research and limited on-site geotechnical investigation regarding slope stability/infiltration/trench backfill as germane to this project and in sufficient detail to recommend design parameters for designer's use. Prepare geotechnical letter report with design/construction recommendations including soil permeability and/or steep slope construction as applicable to the project.
6. Request available utility record drawings and/or "as-built" drawings from utility purveyors of record for use in mapping and design of the project.
7. Perform hydraulic analysis of tributary areas regarding the sizing of storm facilities per City standards.
8. Discuss with the City installation of any additional treatment facilities and/or energy dissipation facilities (steep slope) which the City may desire to install on the project. Include in design as desired.
9. Prepare preliminary plans (35 and 65 percent) and preliminary specifications (65 percent) for City review and comment. Plans and specifications will be formatted per City standards/direction. Provide engineer's cost preliminary cost estimate with 35 and 65 percent submittals. Incorporate applicable City review comments into final submittals.

10. Prepare final PS&E at 95 percent incorporating prior City comments and submit to the City for final comments. Prepare 100 percent camera-ready PS&E documents suitable for bidding and constructing the project.
11. Perform three each internal quality assurance/quality control (QA/QC) reviews by senior staff members and key design staff including City staff as may be desired. QA/QC reviews are to occur at the 35, 65, and 95 percent submittal levels.
12. Meet with the City during the design phase (65 percent) to discuss submittals, budget, and schedule. Walk project with plans to review proposed construction methods. Meet with the City at the 95 percent submittal to discuss final PS&E documents.

## EXHIBIT F-2

### FEE PROPOSAL

#### *City of University Place - 37<sup>th</sup> Street West to 37<sup>th</sup> Street Court West Area Storm System Improvements*

Discipline Required	Estimated		
	Hours	Rate <sup>(1)</sup>	Amount
Principal	6	\$187	\$1,122
Project Manager	36	\$142	\$5,112
Project Engineer	80	\$126	\$10,080
Design/Civil Engineer	40	\$120	\$4,800
Engineer in Training/Technician	24	\$98	\$2,352
Environmental Specialist	0	\$125	\$0
Professional Land Surveyor	8	\$122	\$976
Survey Crew	40	\$195	\$7,800

Subtotal:	\$ 32,242
Indirect Expenses:	
PanGEO, Inc. (Geotechnical) Plus 10% Administrative Overhead	\$ 2,200
Applied Professional Services, Inc. (Television Inspection/Utility Location Services) Plus 10% Administrative Overhead	\$ 1,650
Direct Expenses:	
Mileage (@ \$0.56/mile), Photographs, Prints, etc.	\$ 308
<b>TOTAL ESTIMATED COST: <sup>(2)</sup></b>	<b>\$ 36,400</b>

(1) Rate shown is a weighted rate and includes both direct and indirect labor costs, profit, equipment, etc.

(2) Total amount shown will not be exceeded without specific and additional authorization by the City.

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

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**Proposed Council Action:**

Adopt a resolution designating the City Events for 2014.

**Agenda No:** 12

**Dept. Origin:**

**For Agenda of:** March 17, 2014

**Exhibits:** Resolution

**Concurred by Mayor** \_\_\_\_\_

**Approved by City Manager** \_\_\_\_\_

**Approved as to Form by City Atty:** \_\_\_\_\_

**Approved by Finance Director** \_\_\_\_\_

**Approved by Dept. Head** \_\_\_\_\_

Expenditure Required \$ 0.00	Amount Budgeted \$ 0.00	Appropriation Required \$ 0.00
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**SUMMARY / POLICY ISSUES**

The City Council and City staff have been discussing and studying the benefits of public events that take place on City property, and recognize the value in promoting such events. The City Council also acknowledges that certain events result in sufficient consideration to the City to justify the City's funding the organization and presentation of them by the City, directly or by contract with a qualified third party, as well as affording in-kind support to those events. After sufficient study of the matter, the City Council has decided upon a list of City Events for 2014, which are set forth in the Resolution.

**RECOMMENDATION / MOTION**

**MOVE TO:** Adopt a resolution designating the City Events for 2014.

## Memo

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**DATE:** March 12, 2014  
**TO:** Mayor Denise McCluskey, City Council  
**FROM:** Steve Victor, City Attorney  
**SUBJECT:** Events Resolution(s)

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Mayor and Members of the City Council,

Attached for consideration at the March 17, 2014, City Council meeting is the version of the 2014 events resolution studied at the Council's March 10, 2014, meeting as well as an alternate version taking into consideration the points raised in the March 10 discussion. The alternative version includes the Curran Orchard Cider Squeeze as a City event, and includes vendor participation at the Duck Parade as part of the City event (to be regulated by the City). There are other minor corresponding changes that increase the City's flexibility in presenting these events.

**DRAFT**

**RESOLUTION NO.**

**A RESOLUTION OF THE CITY OF UNIVERSITY PLACE, WASHINGTON,  
DESIGNATING CITY EVENTS FOR 2014**

WHEREAS, the City Council recognizes that public events which take place on City property and/or in City rights of way are valuable in promoting the City's identity as a distinct community within the South Puget Sound area, support a high quality of life for residents, and promote economic development and tourism; and

WHEREAS, the City Council acknowledges that the benefits to the City from certain public events which take place on City property and/or in City rights of way result in sufficient consideration to the City to justify the City's funding the organization and presentation of certain events, directly or by contract with a qualified third party; and

WHEREAS, the City Council desires to list the events that the City will organize and present directly or by contract with a qualified third party in 2014, and the City funds are available for the organization and presentation of those listed events; and

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF UNIVERSITY PLACE, WASHINGTON:**

1. **City Events.** The following events are hereby designated as City Events in 2014:

- A. Duck Parade
- B. Concerts in the Park
- C. National Night Out
- D. University Place Festival
- E. Tree Lighting
- F. Community Connector Events

2. **Definitions of City Events Presented by the City and City Events presented by Contract.**

A. City Events Presented by the City ("City Events") are events for which City staff will have direct responsibility and authority for development of the event plan, and for ensuring that all aspects of the event plan are executed as planned. City Events may include substantial volunteer participation, as well as sub-participants such as vendors and community service organizations, that apply to participate through, and meet the requirements of, the City's Special Events Code ("Code").

B. City Events Presented by Contract with a Third Party ("City Events by Contract") are City events for which a formal contract is entered into between the City and a qualified non-City party, such as a legal entity (for profit, or non-profit corporation, LLC, etc.) or a responsible individual on behalf of her or himself, or an individual on behalf of a group of individuals, with demonstrated experience in the presentation of safe and successful public events. The contract in a form prepared by the City Attorney will include a mandatory scope of services to be provided by the non-City contractor, and may include an event description including the public purpose for the event, and a description of any City in-kind support, if any, and will address any other necessary matters. City Events by Contract may include substantial volunteer participation, as well as sub-participants such as vendors and community service organizations, that apply to participate through, and meet the requirements of, the City's Special Events Code ("Code").

3. **2014 City Events Presented by the City.** The following will be presented by the City in 2014.

A. Duck Parade. The parade itself will be the City Event, and other related activities which typically occur in conjunction with the Duck Parade would be subject to the requirements of the City's Special Event Permit Code. This means that organizers, whether a legal entity (for profit, or non-profit corporation, LLC, etc.) or an individual on behalf of her or himself, or an individual on behalf of a group of individuals, desiring to hold an event on City property in conjunction with the Duck Parade would apply for a permit and meet the minimum requirements of the Code, including an event plan.

B. Tree Lighting. The Tree Lighting itself would be the City Event, and other related activities which typically occur in conjunction with the Tree Lighting would be subject to the requirements of the City's Special Event Permit Code. This means that organizers, whether a legal entity (for profit, or non-profit corporation, LLC, etc.) or an individual on behalf of her or himself, or an individual on behalf of a group of individuals, desiring to hold an event on City property in conjunction with the Tree Lighting would apply for a permit and meet the minimum requirements of the Code, including an event plan.

C. National Night Out. To be organized as in previous years.

**4. 2014 City Events Presented by Contract with a Third Party**. The following are anticipated to be presented by contract with a third party (entity or individual) in 2014. If the anticipated contracting party is unavailable or a mutually acceptable contract cannot be concluded, these events will transition to the City Events Presented by the City category, within the available funding.

A. University Place Festival – Anticipated to be contracted for presentation by the Tacoma Events Commission, a non-profit corporation.

B. Community Connector Events - Anticipated to be contracted for presentation by the Association of the US Army (AUSA), a non-profit corporation.

C. Concerts in the Park – Anticipated to be contracted with an individual on behalf of Curran Orchard Resource Enthusiasts (CORE), a non-organized volunteer coalition.

**5. City Event Funding**. In the City's 2013-2014 biennial budget, the City Council has budgeted an amount for City events. Within the available budget, the City Manager or designee, in consultation with City staff for City Events Presented by the City, or the contracted event organizers for City Events Presented by Contract with a Third Party will determine the level of funding to be allocated to each City Event.

**6. Legislative Findings**. The City Council finds that public events which take place on City property and/or in City rights of way in University Place are valuable in promoting and the City's identity as a distinct community within the South Puget Sound area, supporting a high quality of life for residents, and promoting economic development and tourism. The City Council finds that the benefits to the City from the listed events result in sufficient consideration to the City to justify the City's funding the organization and presentation of certain events, directly or by contract with a qualified third party, resulting in appropriate consideration to the City to justify affording in-kind City support to those events. Specifically, by advertising, publicizing, or otherwise distributing information for the purpose of attracting visitors and encouraging tourist expansion and assisting the City's economic development activities.

**7. Effective Date**. This Resolution shall be effective immediately upon adoption by the City Council.

**ADOPTED BY THE CITY COUNCIL, MARCH \_\_\_\_\_, 2014.**

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Denise McCluskey, Mayor

**ATTEST:**

\_\_\_\_\_  
Emelita Genetia, City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Steve Victor, City Attorney

**ALTERNATIVE DRAFT**

**RESOLUTION NO.**

**A RESOLUTION OF THE CITY OF UNIVERSITY PLACE, WASHINGTON,  
DESIGNATING CITY EVENTS FOR 2014**

WHEREAS, the City Council recognizes that public events which take place on City property and/or in City rights of way are valuable in promoting the City's identity as a distinct community within the South Puget Sound area, support a high quality of life for residents, and promote economic development and tourism; and

WHEREAS, the City Council acknowledges that the benefits to the City from certain public events which take place on City property and/or in City rights of way result in sufficient consideration to the City to justify the City's funding the organization and presentation of certain events, directly or by contract with a qualified third party; and

WHEREAS, the City Council desires to list the events that the City will organize and present directly or by contract with a qualified third party in 2014, and the City funds are available for the organization and presentation of those listed events; and

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF UNIVERSITY PLACE, WASHINGTON:**

1. **City Events.** The following events are hereby designated as City Events in 2014:

- A. Duck Parade
- B. Concerts in the Park
- C. Curran Orchard Cider Squeeze
- D. National Night Out
- E. University Place Festival
- F. Tree Lighting
- G. Community Connector Events

2. **Definitions of City Events Presented by the City and City Events presented by Contract.**

A. City Events Presented by the City ("City Events") are events for which City staff will have direct responsibility and authority for development of the event plan, and for ensuring that all aspects of the event plan are executed as planned. City Events may include substantial volunteer participation, as well as sub-participants such as vendors and community service organizations that apply to participate through, and meet the requirements of, the City's Special Events Code ("Code"), unless the City has made vendor/community service organization participation part of the City event. The City may contract with a qualified non-City party to organize and present subsidiary portions of City Events Presented by the City, such as vendor coordination, with City staff remaining in overall lead.

B. City Events Presented by Contract with a Third Party ("City Events by Contract") are City events for which a formal contract is entered into between the City and a qualified non-City party, with demonstrated experience in the presentation lawfully organized, safe and successful public events. The contract in a form prepared by the City Attorney will include a mandatory scope of services to be provided by the non-City contractor, and may include an event description including the public purpose for the event, and a description of any City in-kind support, if any, and will address any other necessary matters. City Events by Contract may include substantial volunteer participation, as well as sub-participants such as vendors and community service organizations, that apply to participate through, and meet the requirements of, the City's Special Events Code ("Code"), unless the City has made vendor/community service organization participation part of the City event and included coordination in the contract.

**3. 2014 City Events Presented by the City.** The following will be presented by the City in 2014.

A. Duck Parade. The parade itself will be the City Event as well as the coordination of food and other vendors concurrent with the event. Other related activities which typically occur in conjunction with the Duck Parade would be subject to the requirements of the City's Special Event Permit Code. This means that organizers, whether a legal entity (for profit, or non-profit corporation, LLC, etc.) desiring to hold an event on City property in conjunction with the Duck Parade would apply for a permit and meet the minimum requirements of the Code, including an event plan.

B. Tree Lighting. The Tree Lighting itself would be the City Event, and other related activities which typically occur in conjunction with the Tree Lighting would be subject to the requirements of the City's Special Event Permit Code. This means that organizers, whether a legal entity (for profit, or non-profit corporation, LLC, etc.) desiring to hold an event on City property in conjunction with the Tree Lighting would apply for a permit and meet the minimum requirements of the Code, including an event plan.

C. Concerts in the Park. The concerts will be City Events as well as the coordination of food and other vendors concurrent with the event.

D. Curran Orchard Cider Squeeze. The Cider Squeeze will be a City Event as well as the coordination of food and other vendors concurrent with the event.

E. National Night Out. To be organized as in previous years.

**4. 2014 City Events Presented by Contract with a Third Party.** The following are anticipated to be presented by contract with a third party (entity or individual) in 2014. If the anticipated contracting party is unavailable or a mutually acceptable contract cannot be concluded, these events will transition to the City Events Presented by the City category, within the available funding.

A. University Place Festival – Anticipated to be contracted for presentation by the Tacoma Events Commission, a non-profit corporation.

B. Community Connector Events - Anticipated to be contracted for presentation by the Association of the US Army (AUSA), a non-profit corporation.

**5. City Event Funding.** In the City's 2013-2014 biennial budget, the City Council has budgeted an amount for City events. Within the available budget, the City Manager or designee, in consultation with City staff for City Events Presented by the City, or the contracted event organizers for City Events Presented by Contract with a Third Party will determine the level of funding to be allocated to each City Event.

**6. Legislative Findings.** The City Council finds that public events which take place on City property and/or in City rights of way in University Place are valuable in promoting and the City's identity as a distinct community within the South Puget Sound area, supporting a high quality of life for residents, and promoting economic development and tourism. The City Council finds that the benefits to the City from the listed events result in sufficient consideration to the City to justify the City's funding the organization and presentation of certain events, directly or by contract with a qualified third party, resulting in appropriate consideration to the City to justify affording in-kind City support to those events. Specifically, by advertising, publicizing, or otherwise distributing information for the purpose of attracting visitors and encouraging tourist expansion and assisting the City's economic development activities.

**7. Effective Date.** This Resolution shall be effective immediately upon adoption by the City Council.

**ADOPTED BY THE CITY COUNCIL, MARCH \_\_\_\_\_, 2014.**

\_\_\_\_\_  
Denise McCluskey, Mayor

**ATTEST:**

\_\_\_\_\_  
Emelita Genetia, City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Steve Victor, City Attorney