



ABERDEEN CITY COUNCIL

February 12, 2020

COUNCIL MEETING AGENDA

7:15 PM – 3rd Floor, City Hall

COMMITTEE OF THE WHOLE

- A. Guest Speakers
- B. Department Heads
- C. Mayor's Report
- D. Non-Standing Committee Reports

COUNCIL MEETING

I. ROLL CALL

II. FLAG SALUTE

III. APPROVAL OF MINUTES

IV. ADDITIONS / DELETIONS

V. PUBLIC COMMENT Re: Agenda Action Items (Indicated by AI) (Please limit your comments to 3 minutes)

VI. FINANCE COMMITTEE

- A. Committee Chair Report
- B. Approval of expenditures
 - 1. Recommend approval of expenditures and payroll.
- C. Public Hearings
- D. Reports & Communications
 - 1. (AI) Report from Finance and the Parks Director recommending that the City Council authorize the Mayor to sign the Tourism Service Contract with Grays Harbor County for funding in the amount of \$2,000 for the SPLASH Festival.
 - 2. (AI) Report from Finance and the Finance Director recommending that, in order to comply with state law, City Council pass an ordinance amending Aberdeen Municipal Code chapters 5.03 and 5.07 related to the Aberdeen B&O tax.
- E. Resolutions
- F. Ordinances

VII. PUBLIC WORKS

- A. Committee Chair Report
- B. Public Hearings

1. This is the date set for Public hearing on the proposed 2020 Annual Transportation Benefit District Project Plans.

C. Reports & Communication

1. (AI) Report from Public Works and the Public Works Director recommending that the Mayor shall be authorized to sign the agreement with Ramirez Reforestation Inc. for \$8,490.
2. (AI) Report from Public Works and the Public Works Director recommending that the City Council shall authorize the Mayor to amend the agreement with Gray & Osborne, Inc. for professional services related to the construction of disinfection improvements at the Wastewater Treatment Plant per the amendment request dated December 20, 2019.
3. (AI) Report from Public Works and the Public Works Director recommending that the City Council shall authorize the Mayor to enter into an agreement with Thomas W. Wisner, Professional Engineer for professional services for the North Shore Levee project for a fee not to exceed \$17,978.00.
4. (AI) Report from Public Works and the Public Works Director recommending that the City Council shall amend the grant match of \$200,000.00 for the CRISI grant approved by Committee Report at the September 25, 2019 City Council meeting to be available for either CRISI grant or in support of State funding through the State's 2020 budget.
5. (AI) Report from Public Works and the Public Works Director recommending that the City Council shall authorize the Mayor to enter into an agreement with Cascade Right-of-Way Services, Inc. for professional real estate services for the Fry Creek Restoration & Flood Reduction Project.
6. (AI) Report from Public Works and the Community Development Director recommending that the City Council authorize the Mayor to advertise for a "Request for Qualifications/Proposal" for a team to manage the Gateway Center Project. (The selected team and proposals will be brought back to City Council for final approval.)

D. Resolutions

E. Ordinances

VIII. PUBLIC SAFETY

A. Committee Chair Report

B. Reports & Communications

1. (AI) Report from Public Safety and the Fire Chief recommending that the Mayor be authorized to sign Contract K9323 Amendment No. 6 for the provision of Emergency Medical Services to the Department of Corrections at SCCC by the Aberdeen Fire Department.

IX. SPECIAL AGENDA ITEMS

A. Reports & Communication

1. (AI) Report from the Regional Fire Authority Planning Committee and the Fire Chief recommending that the Mayor be authorized to sign the Personal Services Contract with Emergency Services Consulting International (ESCI) for the facilitation of the Regional Fire Authority Planning Committee project.

B. Proclamation

C. Resolutions

D. Ordinances

E. Appointments

1. 911 board –
Frank Gordon
2. Civil Service Committee-
John Martinson and Margo Shortt
3. Wellness Committee-
Council Member
4. Museum Board-
Dr. Vicki Mitchell

X. **PUBLIC COMMENT PERIOD** (Please limit your comments to 3 minutes)

XI. **CITY COUNCIL COMMENT PERIOD**

XII. **EXECUTIVE SESSION**

The City of Aberdeen does not discriminate against or exclude anyone from participation in public meetings. Requests for assistance should be made by contacting the Human Resources Department at 360-537-3207, 48 hours in advance of the meeting.
Thank you.

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**CITY OF ABERDEEN
LEGISLATIVE DEPARTMENT**

Mr. Mayor: Hon. Pete Schave

**The Members of
Your Committee On:** **Finance Committee and the Parks Director**

In Reference To: **Grays Harbor County Lodging Tax Grant**

Reports and recommendations as follows:

The City of Aberdeen, Parks Department, was awarded a Grays Harbor County Lodging Tax Grant in the amount of \$2,000 to be used for the 2020 SPLASH Festival.

Recommend as follows:

It is recommended that the City Council authorize the Mayor to sign the Tourism Service Contract with Grays Harbor County for funding in the amount of \$2,000 for the SPLASH Festival.



Stacie Barnum, Parks Director

Debbie Ross, Chair

Kati Kachman, Vice Chair

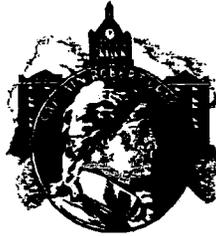
Reported: February 12, 2020

John Maki

Adopted: _____

Dee Anne Shaw

Department of
Fairgrounds & Tourism



PO Box 1229
Elma, WA 98541
Phone (360) 482-2651
Fax (360) 482-3297
www.ghcfairgrounds.com

GRAYS HARBOR COUNTY
STATE OF WASHINGTON

January 14, 2020

Dear City of Aberdeen:

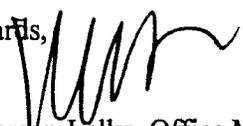
Congratulations! The Grays Harbor County Lodging Tax Advisory Committee has voted in favor of funding the 2020 Grays Harbor Tourism Grant Application for the 2020 Splash Festival in the amount of **\$2,000.00**.

Please note funding will be provided on a reimbursement basis **ONLY IF THE FOLLOWING STIPULATIONS ARE MET:**

1. Funds will be provided on a reimbursement basis only for expenses qualifying under state law. Requests for expenses that do not qualify under state law will be denied.
2. The Agency will submit invoice(s) for allowable expenses allocated for the amount funded and submit such invoices to the Grays Harbor County Tourism Office, P.O. Box 1229, Elma, WA 98541, for the above specified amount within 60 days of the event/festival/project and/or service. Invoicing for December projects will be submitted no later than December 18, 2020. Requests for reimbursement for invoicing received after this date **WILL BE DENIED**.
3. Further, it is **mandatory** that the Agency provide a completed Grays Harbor Tourism Expenditure Report no later than 60 days of completion of the Event/festival/project and/or promotion. *Failure to do so will result in the Agency being disqualified for funding for the subsequent year.* Such report must be complete and include the estimated attendance and/or visitor data as requested by the Washington State Department of Revenue.
4. Activities, festivals and projects funded by the Grays Harbor County Tourism Grant Program must list Grays Harbor Tourism as a sponsor and utilize the Grays Harbor Tourism logo in advertising and promotions. If you need a copy of the updated Grays Harbor County Tourism logo, please contact the Grays Harbor Tourism office.

Please find attached two (2) copies of your 2020 Grays Harbor Tourism Service One-Time Funding Contract. **Both original copies** of the contract must be signed and returned to the Grays Harbor Tourism office promptly to allow ample time for the contract to be placed before the County Commissioners for final approval. Please note, emailed copies went out today as well. Again, congratulations on being selected and thank you for all your work and dedication to your community which in turn brings business and visitors to Grays Harbor County.

Best Regards,


Kelly Peterson-Lalka, Office Manager
Grays Harbor County Department of Fair, Events & Tourism

/enclosure Emailed/Mailed 1/14/20

The Agency shall not discriminate in its employment or in providing services on the grounds of race, color, sex, sexual orientation, religion, national origin, creed, marital status, age, Vietnam era, or disabled veteran status, or the presence of any sensory, mental, or physical handicap. The Agency shall take affirmative action to ensure that its facilities and program are accessible to people with sensory, mental or physical handicaps in compliance with the ADA.

Agreement executed this _____ day of _____, 2020.

By: (Agency Representative)

**BOARD OF COMMISSIONERS
GRAYS HARBOR COUNTY**

Title

Chairman

Address

Commissioner

Attest:

Commissioner

Clerk of the Board

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**CITY OF ABERDEEN
COMMITTEE REPORT**

Mayor: Hon. Pete Schave

**The Members of
Your Committee on:** Finance Committee and the Finance Director

In Reference to: Amend Aberdeen Municipal Code 5.03 and 5.07, related to Business and Occupation Tax, to comply with updates to state law

Background:

Under the 2019 SHB 1403, all cities in Washington that levy a Business and Occupation (“B&O”) tax must update their ordinances to include the new model ordinance provisions regarding allocation and apportionment. Effective January 1, 2021, the filing deadline for annual B&O tax filers changes to April 15 as established in RCW 82.32.045.

The City of Aberdeen has a B&O tax pursuant to its authority under RCW 35.22.280(32) and in compliance with RCW 35.102

Reports and recommend as follows:

It is recommended that, in order to comply with state law, City Council pass the attached ordinance amending Aberdeen Municipal Code chapters 5.03 and 5.07 related to the Aberdeen B&O tax.

Clifford Frederickson
Finance Director

Deborah Ross, Chair

Reported February 7, 2020

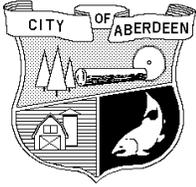
Kati Kachman, Vice-Chair

Adopted _____, 2020

John Maki, Member

Dee Anne Shaw, Member

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CITY OF ABERDEEN

200 EAST MARKET ST • ABERDEEN, WA 98520 • WWW.ABERDEENWA.GOV
PHONE (360) 533-4100 • FAX (360) 537-5741

NOTICE OF A PUBLIC HEARING

The City of Aberdeen will hold a public hearing on the Annual Project Plan for the Transportation Benefit District for the year 2020. The hearing will be held during the **February 12, 2020** Council Meeting which starts at **7:15 PM** in the Council Chambers at Aberdeen City Hall, 200 E. Market Street, Aberdeen, WA. Any interested party is encouraged to attend.

Any questions about the public hearing should be emailed to
Kkoski@aberdeenwa.gov.

The Council Chambers is handicap accessible. Arrangements to reasonably accommodate special needs, including handicap accessibility or interpreter, will be made upon receiving 24-hour advance notice. Please contact the Human Resources Department at 360-537-3207, City Hall.

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**LEGISLATIVE DEPARTMENT
CITY OF ABERDEEN**

MR. MAYOR: Pete Schave

**THE MEMBERS OF
YOUR COMMITTEE ON:** Public Works and the Public Works Director

TO WHOM IT WAS REFERRED: Authorization for the Mayor to sign an agreement between the City of Aberdeen and Ramirez Reforestation to plant 30,000 tree seedlings in the area of Lake Aberdeen

REPORTS AS FOLLOWS: The City of Aberdeen placed ads to request bids to replant the area recently logged around Lake Aberdeen. The City of Aberdeen received 3 submissions from the following firms:

- Four Season’s Forestry, Inc
- Ramirez Reforestation Inc.
- Mt St Helens Reforestation, Inc

Ramirez Reforestation Inc. was the lowest responsive bidder with a bid of \$8,490.

IT IS RECOMMENDED: The Mayor shall be authorized to sign the agreement with Ramirez Reforestation Inc. for \$8,490.

Rick Sangder
Public Works Director

Tim Alstrom, Committee Chair

Nathan Kennedy, Vice-Chair

Reported _____, 2020

Joshua Francy, Member

Adopted _____, 2020

Shaney Crosby, Member

City of Aberdeen



CALL FOR SEALED BIDS 2020 TREE PLANTING SERVICES

Issue Date: January 10, 2020

Due Date: 10:00 a.m. Wednesday January 29, 2020

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for

TREE PLANTING SERVICES CONTRACT

CALL FOR BIDS
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EXHIBIT A - MAPS
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EXHIBIT D – OFFER AND CONTRACT AWARD
EXHIBIT E - BIDDER'S PLANTING EXPERIENCE
EXHIBIT F - BID BOND FORM
EXHIBIT G - PERFORMANCE and PAYMENT BOND

CALL FOR BIDS

CITY OF ABERDEEN TREE PLANTING SERVICES CONTRACT ABDTRPL2020-1

The City of Aberdeen invites you to bid on its 2020 tree planting services contract. The package consists of planting approximately 30,000 tree seedlings (including transporting the seedlings) on approximately 102 acres of recently logged forestland in the Aberdeen City Wishkah Watershed.

To receive a copy of the bid specifications, please contact Kevin Eldred at keldred@aberdeenwa.gov or 360-537-3222. Sealed bids will be received at the Office of the Public Works Director, Aberdeen City Hall, 200 E. Market Street, Aberdeen, Washington, 98520, until 10:00 am on Wednesday January 29th, 2020 at which time they will be publicly opened and read aloud. Bids received after the day and hour indicated will not be accepted and will not receive consideration.

Each bid shall be accompanied by a bid proposal deposit in the form of cash, a certified check, cashier's check, postal money order or surety bond payable to the City of Aberdeen, in the amount of not less than ten percent (10%) of the amount of the bid, and no bid shall be considered unless accompanied by such bid proposal deposit. Should the successful bidder fail to enter into such contract within ten days from the date at which he or she is notified that he or she is the successful bidder, the bid proposal deposit shall be forfeited to the City of Aberdeen.

The City of Aberdeen reserves the right to reject any and all bids or waive any informalities in the bidding, and select whichever bid the City of Aberdeen determines to be from the lowest responsible bidder.

You are advised to examine the planting units and to fully read and understand the entire bid package prior to bidding. As the City watershed is gated please contact the City Forester Loren Hiner at 360-249-5424 to schedule a time to be shown the planting unit. All work must be completed by April 15, 2020.

It is the City of Aberdeen's policy to assure that no person shall, on the grounds of race, color, national origin or sex, as provided by Title VI of the Civil Rights Act of 1964, be excluded from participation in, be denied the benefits of, or be otherwise discriminated against under any of its programs and activities.

BID PACKAGE DIGEST

DIVISION I - BIDDING REQUIREMENTS:

1-10 Preparation of Bids

1-11 **Bidders are expected to examine this entire Invitation to Bid and are urged to inspect the work unit(s) prior to submission of any bid. No consideration shall be given any claim of bidding without comprehension of conditions.**

1-20 Submission of Bids

1-21 Mail the **entire signed bid package** together **with a bid bond in the amount of 10% of the total bid** in an envelope marked "Sealed Bid – Tree Planting" to the office of the Public Works Director, Aberdeen City Hall, 200 E. Market Street, Aberdeen, Washington, 98520. Failure to submit any of the above may result in rejection of the bid. Bid bonds shall be in the form of a certified or cashier's check, personal checks will not be accepted. The bid bonds of the unsuccessful bidders will be released back to bidders once the council accepts the winning bid. If the successful bidder fails to complete all contract requirements, their bond is subject to the laws and ordinances relating to retainage. The Bid Bond will be retained until the contract has been signed and the Performance Bond is in place.

1-22 Telegraphic bids will not be considered; however, bids may be modified by telegraphic notice provided such notice is received prior to bid opening.

1-30 Performance Bond

1-31 In compliance with bond requirements, a cash or surety bond in an amount equal to 10% of the estimated contract value is required at the time of contract signing. Performance bonds will be released to the CONTRACTOR 60 days after the City council has accepted the contract as complete.

1-40 Award of Contract

1.41 Award of contract shall be to the lowest responsible bidder as determined by the CITY. To be considered, bids must conform to the bidding requirements herein, except that the CITY may waive insignificant informalities and irregularities in bids received.

- 1-42 The CITY reserves the right to amend this Invitation to Bid by written notification to all bidders at least seven (7) days prior to bid opening.
- 1-43 Oral explanation and interpretations prior to bid opening shall not be binding.
- 1-44 Award is conditioned in addition to price, on the CONTRACTOR showing upon request by the CITY the capability of fulfilling the contract terms herein by reason of past performance, ability to complete work in the specified time, previous and existing compliance with laws relating to this contract, and the character, reputation, judgment and experience of the bidder, and other information which may be secured and have a hearing upon award. Failure to demonstrate this capability or to conform to the contract terms herein, will nullify award on all or certain units tentatively awarded. In the event of such failure, the City shall be the sole judge of the unit(s) to be selected for award and/or nullification of award. Any such nullification of award will free the CITY to award the selected unit(s) to the next lowest bidder. The CITY assumes no liability by reason of such nullification of award.
- 1.45 The CITY reserves the right to specify size of crew and equipment required to complete the work within the specified time period. Typically, the minimum crew size required is 10.
- 1-46 A notice of intent to award will be mailed to the successful bidder. Within ten (10) days thereafter; certification of insurance, evidence of a valid FARM LABOR CONTRACTOR LICENSE from the Department of Labor and Industries, E-Verify certificate and a work schedule, as specified in clause 2-71, must be received by the CITY. Failure to submit the required bond and certificates within specified time is the cause for the bid to be rejected.

DIVISION II - GENERAL PROVISIONS

- 2-11 CITY: The City of Aberdeen, State of Washington, acting by or through an authorized employee or agent.
- 2-12 CONTRACTOR: The person, partnership or corporation to whom the contract is awarded.
- 2-20 Responsibilities and Legal Relations
- 2-21 The CONTRACTOR shall abide by and comply with all the laws and regulations of the United States, State of Washington and City wherein the work is executed

insofar as they affect his contract. The CONTRACTOR will make any payments, contributions, remittances and all reports and statements required under said laws.

- 2-22 The CONTRACTOR shall, without additional expense to the CITY, obtain all required licenses and permits necessary for executing provisions of his contract with the CITY.
- 2-23 The CONTRACTOR shall save harmless the CITY, their officers, agents and employees from any and all claims for damages injuries to persons or property that may be sustained by anyone as a result of the performance of the CONTRACTOR, his agents or employees in connection with his contract.
- 2-24 The CONTRACTOR shall have and maintain for the life of the contract liability insurance as follows: No liability shall attach to the CITY by reason of entering into this contract, except as expressly provided in the contract. CONTRACTOR shall obtain a Certificate of Liability Insurance, naming the City of Aberdeen as a named insured, with policy limits for death and/or injury of no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate. Said Certificate of Liability Insurance shall be submitted to the City Finance Director prior to commencement of the project. The CONTRACTOR's insurance coverage shall be primary insurance as respect to the CITY. Any Insurance, self-insurance, or insurance pool coverage maintained by the CITY shall be excess of the CONTRACTOR's insurance and shall not contribute with it. The CONTRACTOR's insurance shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the CITY. The CONTRACTOR shall maintain Workers' Compensation coverage as required by the Industrial Insurance Laws of the State of Washington for its employees working on the project. The Contractor shall indemnify, save and hold the CITY harmless from any and all injuries, property damage, losses, claims, suits, liability or other damage which may result or be suffered by it and its employees from the performance of the services required or from occupancy of the premises.
- 2-25 The CONTRACTOR shall abide by and comply with all law and regulations of the United States, State of Washington, and City wherein the work is executed insofar as they affect the safety, health and welfare of any and all employees.
- 2-26 In the event of legal conflict, the CONTRACTOR agrees to submit to the jurisdiction of the Courts of the State of Washington and further agrees the venue shall be laid in the CITY.
- 2-27 The CITY is not liable for delay or non-shipment of supplies and materials or for

delay or nonperformance of its obligations if occasioned by war, civil unrest, strikes, lockouts, or labor disturbances.

2-30 Subcontracting

2-31 The CONTRACTOR shall not, without written approval from the CITY, enter into any subcontract or assignment of contract relating to the performance of this contract.

2-32 All laws and regulations applicable to the contract also apply to all subcontracts.

2-40 Determination of Payment

2-41 Compliance and payment for work performed will be based on the following:

2-41.1 The flagging, cutting lines, roads, etc., designated as boundaries under Section 2.100, and defined in detail on the Unit Description Table attached, provide the basis for determining acreage satisfactorily completed. Failure to complete work to boundaries established by the CITY renders work unsatisfactorily completed. The CONTRACTOR is to take the initiative in determining whether boundaries are sufficiently marked. No consideration will be given for work that extends beyond unit boundaries by error. If work extends beyond unit boundaries, charges may be levied against the CONTRACTOR by the CITY for damages suffered, or other parties suffering damages.

2-42 Contract Compliance Plots - The CITY will inspect all work performed with 1/100-acre circular plots. A minimum of one (1) plot per acre will be taken. Inspection plots shall be located in a random unbiased manner. On these plots, all or any portion of the planted tree seedlings will be dug up to determine underground planting quality.

2-42.1 Plot Examination - At each plot, the CITY Representative will examine for and record his findings using criteria outlined in paragraph 3-10 through 3-31 and in the Unit description table.

Plantable Spots: The actual number of plantable spots present.

Number of Trees: The total number of trees, excluding natural trees present.

Satisfactory Trees: The number of planted trees that meet all specifications.

Unsatisfactory Trees: By specification or procedure type the number of trees that fail to be satisfactory trees.

Excess Trees: All other planted trees, except naturals, are "excess".

Established Trees: the number of acceptable natural trees existing on the plot,

prior to planting, accepted in lieu of planted trees.

2-42.2 The maximum number of satisfactory trees may not exceed plantable spots on any plot.

2-43 Payment Shall Be Made As Follows

2-43.1 Payment shall be made by the month, unit or by total project. Payments shall be made within 30 days of the work being accepted by the CITY.

2-43.2 Partial payment will be made upon satisfactory completion of part of a unit or units as determined by the CITY. Request for partial payment is to be made by the CONTRACTOR utilizing the Tree Planting Record form provided by the CITY. The CONTRACTOR or his authorized representative is to sign the Tree Planting Record form after satisfactory completion of each sub-unit submitted for payment. The CITY Representative will then recommend payment of the Invoice to the CITY Clerk's office for payment processing. (Refer to Section 2-43.1)

2-43.3 CONTRACTOR or his representative and the CITY Representative shall sign the Tree Planting Record form at the conclusion of work on each Unit.

2.50 Nondiscrimination

2-51 Except to the extent permitted by a bona fide occupational qualification, the CONTRACTOR agrees as follows:

2-51.1 The CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, or age. The CONTRACTOR will ensure that applicants are employed, and that employees are treated during employment without regard to their race, creed, color, national origin, sex, or age. Such actions shall include, but not limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff, or termination, rates of pay or other forms of compensation and selection for training.

2-52 In the event of noncompliance by the CONTRACTOR with any of the nondiscrimination provisions of the contract the CITY shall have the right, as its option, to cancel the contract in whole or in part. If the contract is canceled after part performance, the CITY shall be obligated to pay the contract price for work satisfactorily completed. In the event the CITY suffers damages resulting from such noncompliance, the CONTRACTOR shall be liable.

2-60 Contract Administration

2-61 The CITY will select representative(s) for each unit to enforce compliance of the contract as required in all specifications and to make recommendations for payment.

2-70 Work Schedule and Permission to Begin Work

2-71 Within ten (10) days after receipt of the Notice of Intent to Award, the CONTRACTOR must submit a work schedule in writing showing when he intends to start work, when he will finish, his intended crew strength, and his intended method of housing crews. A form for this purpose will accompany the Notice of Intent to Award. To be satisfactory, the work schedule must show orderly completion of the unit(s) awarded according to the contract requirements herein within the contract period. Failure to return such work schedule will be interpreted as non-interest and the CITY may at its option nullify the award. The CITY may demand revised work schedules at any time during the contract period. Repeated failures to adhere to work schedules resulting from nonperformance will constitute unsatisfactory work progress and breach of contract.

2-72 The CONTRACTOR must obtain permission to begin work from the CITY Representative prior to moving into the unit. An informal pre-work conference may be required. In the event the CONTRACTOR stops work for a period of one week or more, the CONTRACTOR must reapply for permission to begin work. CITY imposed delays of one week or more will not count toward the contract period and lieu-time beyond the original contract completion date will be granted if necessary. In the event the CONTRACTOR begins work without permission, he will be shut down until permission is obtained and any such shutdowns or delays will not entitle CONTRACTOR to lieu-time beyond the original contract completion time.

2-73 When indicated on the Unit Description Table(s) work may only proceed on regular Monday through Friday workdays. If allowed, work on weekends or designated State Holidays will require permission from the CONTRACTOR Supervisor.

2-80 Work Progress and Contract Performance

2.81 The CONTRACTOR shall begin work after award of contract and after receipt of the performance bond and certificate of insurance by the CITY, and after obtaining permission to begin work. The CONTRACTOR shall work diligently until the unit(s) is completed on or before the specific date in the Unit Description

Table(s).

- 2-82 CONTRACTOR shall begin work in sub-units mutually agreed to with the CITY Representative. Such sub-units will be defined at the pre-work conference. Sub-units must be satisfactorily completed before work on other sub-units may start.
- 2.83 The CITY may elect to modify, or cancel in whole or any part of this contract, with thirty (30) days written notice in any of the following circumstances:
- 2-83.1 If unforeseen labor strikes, Acts of God, acts of public authorization, war, civil commotion and other problems clearly beyond the control of the CONTRACTOR creating insurmountable obstacles to the completion of the job. Excepting shutdowns or delays caused by Department of Natural Resources enforcement of "fire protection" or "forest practices" laws.
- 2-83.2 If unforeseen weather conditions or operational problems regarding access, fire conditions, and working conditions on the unit interfere with, or delay, completion of the unit beyond the contract period established herein, and on the Unit Description Table(s) attached hereto.
- 2.84 Nonperformance or unsatisfactory performance or willful violation of contract requirements by the CONTRACTOR as outlined below shall constitute breach of contract and the CITY may at its sole option extend the contract and collect liquidated damages as provided herein or terminate the contract with forfeiture of the bond or declare breach of contract and make claim for actual damages suffered by the CITY.
- 2-84.1 UNSATISFACTORY PLANTING PROCEDURE - If the plantable spot percentage falls below 93% for any one crew for any part of a day, the CITY Representative will immediately notify the CONTRACTOR or his representative.
- a. CONTRACTOR must raise the plantable spot percentage of subsequent planting above the desired 93% level. Failure to raise above the 93% level may constitute a default.
- b. CONTRACTOR may be required to replant any area in which the plantable spot percentage falls below the desired 93% level.
- c. During replanting, a second quality inspection will be made. The inspection plots on this quality inspection will not overlap previously inspected plots. Payment shall be based on the result of the second quality inspection.

d. CONTRACTOR shall not be paid for the unit until the replanting has been done and accepted.

2-84.2 UNSATISFACTORY PLANTING PROCEDURE - If the satisfactory percentage falls below 93% for any one crew for any part of a day, the CITY Representative will immediately notify the CONTRACTOR and/or his representative.

a. Failure of the CONTRACTOR to raise the satisfactory percentage above the desired 93% level may constitute a default or a need for corrective action.

b. The CONTRACTOR may receive a decrease in pay rate when the satisfactory percent is less than 93%. (See section 2-85).

c. Units with a satisfactory percent less than 88% may not be paid until corrective action is taken.

2-84.3 ACCEPTANCE - Prior to acceptance, the contract area is subject to 100% inspection for any area which has been found unsatisfactory. Acceptance will be determined on inspection results showing the following:

a. The plantable spot percentage is 93% or above.

b. The satisfactory percentage is 93% or above.

c. All excess material, tree sacks, tools, and rubbish which have accumulated on the unit are removed.

2-85 Payment

2-85.1 Basis for payment will be per thousand satisfactory trees per unit as determined by the inspection plots for quality and quantity. This may not be the same as the total number of trees removed from the shipping bags given to the planting crew for planting in the unit.

2-85.2 CONTRACTOR will receive a payment adjustment based on the satisfactory percentage as determined by the quality inspection plots. The payment adjustment to the original bid rate will be according to the following table:

Satisfactory Percentage	Payment Adjustment
93 % or higher	- 0-
92%	- 1%
91%	-3 %

90%	- 5%
89%	- 7%
88%	-9%
Under 88%	No payment until corrective action is taken.

This payment adjustment will be deducted from the bid rate to determine the rate of pay for the unit.

a. CONTRACTOR will receive a decrease in pay when the satisfactory percentage is less than 93%. Payment will be calculated based on a reduced payment.

2-90 Boundaries

2-91 The boundaries except for easily identified ground features have been plainly marked with colored plastic flagging.

2-92 Net Acreage as indicated in the Unit Description Table was measured on the horizontal plane.

2-100 Litter and Refuse

2.101 Litter and/or refuse brought into operating areas used by the CONTRACTOR or employees shall be removed from the premises and disposed of in garbage disposal areas meeting all State, County, and local requirements. Such litter will include refuse resulting from equipment maintenance, abandoned equipment and containers and other expended materials.

DIVISION III TECHNICAL SPECIFICATIONS

3-10 Unit Description Table

3-11 The Unit Description Table details the characteristics and specific work requirements of each unit.

3.12 If specific requirements on the Unit Description Table conflict with these technical requirements, the specific requirements on the Unit Description Table shall prevail.

3.20 Specification for Planting

3-21 PLANTABLE SPOT - A plantable spot is considered to be an area where no acceptable natural tree or planted tree exists, but where mineral soil can be exposed.

3-22 ACCEPTABLE NATURAL TREE - An acceptable natural tree is considered to be an established tree or seedling that is at least twelve (12) inches tall and of any of the following species: Douglas Fir, Western hemlock, Sitka Spruce, or Western Red Cedar.

3-23 SATISFACTORY TREE - A satisfactory tree or "SATISFACTORY PLANTED TREE" is considered to be a newly planted tree that meets all planting procedures and specifications.

3-24 SPACING

3-24.1 The spacing on individual planting units is shown on the Unit Description Table(s).

3-24.3 No planted tree seedling will be accepted as a satisfactory tree planted closer than five (5) feet from the nearest planted tree seedling or acceptable natural tree unless specified on the Unit Description Table.

3-25 CLEARING AND SCALPING

3-25.1 All debris, including compacted slash, duff, ashes, rotten wood and loose rock, shall be cleared exposing mineral soil to prepare a planting spot if such debris is not more than twelve (12 inches deep).

3-25.2 Scalping is required by the CITY; crowns and roots of all living plants shall be removed to expose bare mineral soil in a spot at least nine inches in diameter.

3-26 PREPARING THE PLANTING HOLE

3-26.1 An "open hole" broken out on three sides, deep enough to fully accommodate the tree roots shall be opened: provided the CONTRACTOR shall not be required to dig holes deeper than twelve (12) inches. The hole shall be vertical and located as near the center of the cleared or scalped spot as practical. **The "slit-hole" method of opening the planting hole will not be permitted.**

3.27 TREE PLACEMENT IN PLANTING HOLE - A single tree seedling shall be suspended near the center of the hole with the roots in a near natural arrangement and at a depth that, after filling, packing and leveling, the soil comes to a point about midway between the top lateral roots and the lower needles. No needles or branches shall be covered with soil.

3-28 FIRMNESS OF PLANTED SEEDLING - Moist mineral soil shall be filled in and compacted around the roots, particularly against the roots in the bottom of the hole. Soil compaction shall be such that the tree shall not pull loose by a firm tug on the main stem.

- 3.29 CONDITION OF ROOTS - The roots shall not be scarred or bruised during planting operation. No portion of the roots shall be exposed. The roots shall not be doubled up, twisted, tangled or bunched. There will be no root pruning of planting stock by CONTRACTOR, CONTRACTOR's employees or agents. The planted tree seedling shall be left with the roots vertical and free to grow.
- 3.30 CONDITION OF STEM - The stem shall not be scarred or bruised during the bagging, planting, or soil-firming process. The planted tree seedling shall be left with the stem vertical and free to grow.
- 3.31 The "line" method of planting will be used by the planting crews rather than having the crew randomly scattered on the unit, unless otherwise permitted by the CITY Representative.
- 3.40 CONTRACTOR and CITY Obligations
- 3-41.1 The CONTRACTOR shall provide all manpower, adequate crew supervision and serviceable equipment to satisfactorily accomplish planting of the unit(s) described on the Unit Description Table(s).
- 3-41.2 CONTRACTOR agrees to employ one competent English-speaking non-planting foreman for each crew of up to fifteen (15) planters; a crew larger than 15 will require two non-planting foremen.
- 3.41.3 CONTRACTOR and/or his representative will supervise and direct all planting. CONTRACTOR will follow any on-the-ground instructions from the CITY Representative: failure to comply with such instructions may cause the CITY to terminate planting operations.
- 3-41.4 Planting crew - CONTRACTOR agrees to provide a crew that will consist of at least eight (8) planters.
- 3-41.5 Hand tools - CONTRACTOR agrees to provide only hand tools capable of opening a vertical hole, broken out on three sides, and at least twelve (12) inches deep will be acceptable. CITY reserves the right to specify the type of planting tool to be used. (Refer to Unit Description Table.)
- 3-41.6 Care of planting stock - From time of delivery to the CONTRACTOR, trees shall be kept free from damage at all times. If stock handling procedures show flagrant violation by the CONTRACTOR, a charge equal to the cost to the County of the seedlings involved shall be assessed for the following violations of proper seedling handling procedures:

- a. Failure to keep storage bags closed except when removing trees.
- b. Failure to keep the seedling storage bags within the protective enclosure of the seedling transporting vehicle provided by the CONTRACTOR.
- c. Failure to keep seedling storage bags in shade available.
- d. Stuffing excess seedlings into planting bag.
- e. Holding any seedlings out of the planting bag except for the one seedling to be planted.
- f. Handling or pruning roots to make the seedling more easily planted.
- g. Sitting on or throwing seedling bags or planting bags containing seedlings.
- h. Taking a lunch break with seedlings in the planting bag.
- i. Failure to keep seedlings moist in planting bags when special means for prevention of root drying are provided by the CITY.

3-41.7 Wastage of tree seedlings provided will not be permitted. CONTRACTOR may be assessed up to \$2.00 per seedling for those seedlings found dropped, hidden, or wasted by the CONTRACTOR during the planting operation. The trees found in the inspection plots will be considered representative of the area.

3-41.8 The CITY reserves the right to inspect and cull planting stock in the field.

3-41.9 Transportation of planting stock. The CONTRACTOR shall be responsible for picking up the seedlings daily at the nursery (Rochester and Olympia) and transporting them to the planting site. A seedling transport vehicle will be required to be enclosed in order to protect the seedling bags from the weather.

3-42 The CITY shall be responsible for:

3-42.1 A CITY Representative to acquaint the CONTRACTOR with each unit to be planted and to conduct field inspection as detailed in paragraph 2-42.

3-42.2 Boundary marking and access to the unit as reasonable to complete the contract as shown on the map.

3-50 Weather

- 3.51 The CITY may halt planting operations whenever weather conditions are injurious to the seedlings.
- 3-52 No planting will be allowed when:
Snow depth is two (2) inches or more.
Soil is frozen to a depth of over one half (1/2) inch.
Air temperature is below 30 degrees F.
Wind velocity (disregarding occasional gusts) is more than 10 mph.
- 3-53 Planting will be allowed when the upper ten inches of soil is moist and the weather conditions are acceptable.
- 3-54 Keys – If the contractor loses any keys given to him to access the City and Rayonier gates, the contractor will be charged \$1,000 per lost key.
- 3-53 Completion of the Work – All trees must be planted within 60 days of the notice of award and no later than April 15, 2020.

EXHIBIT A-1

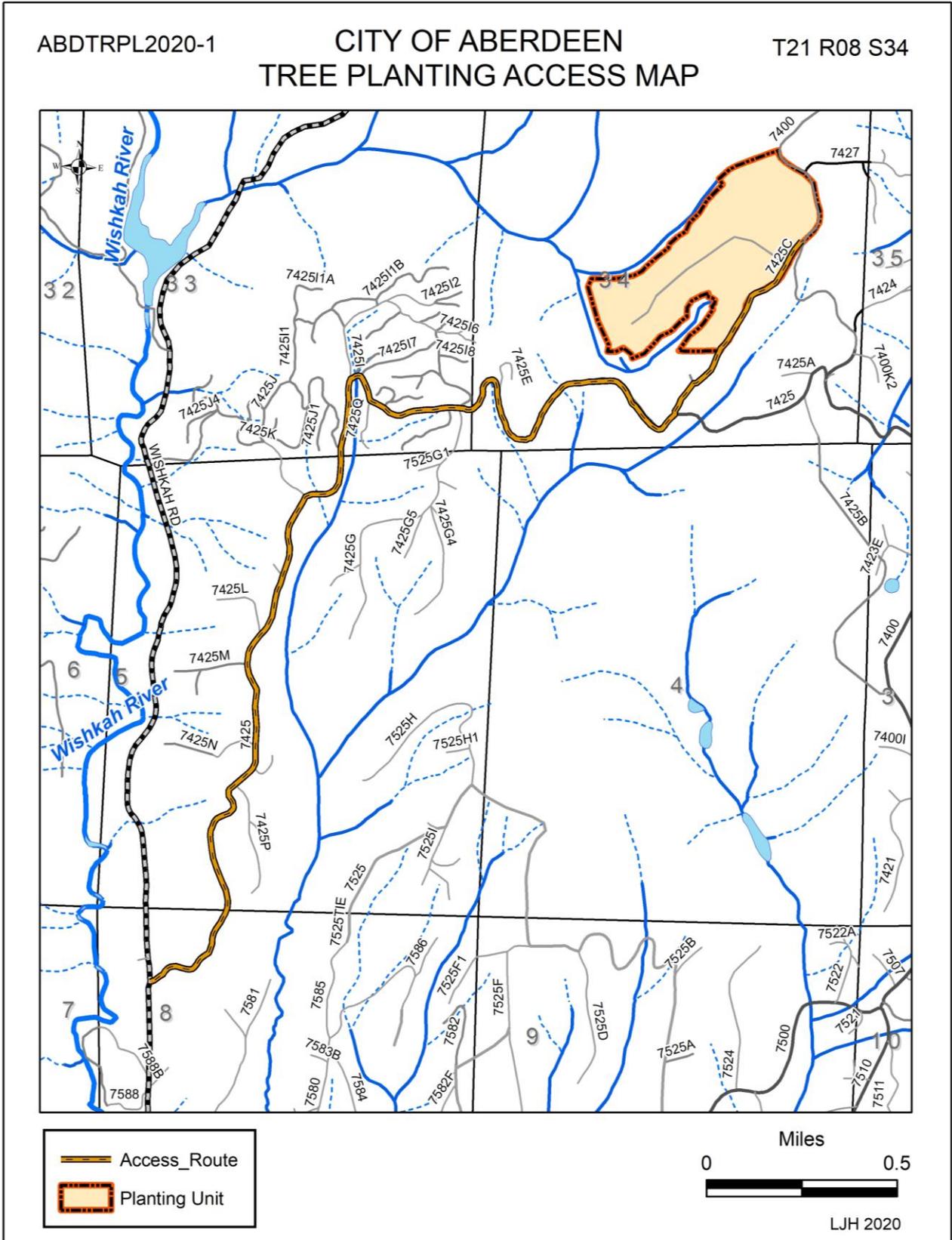
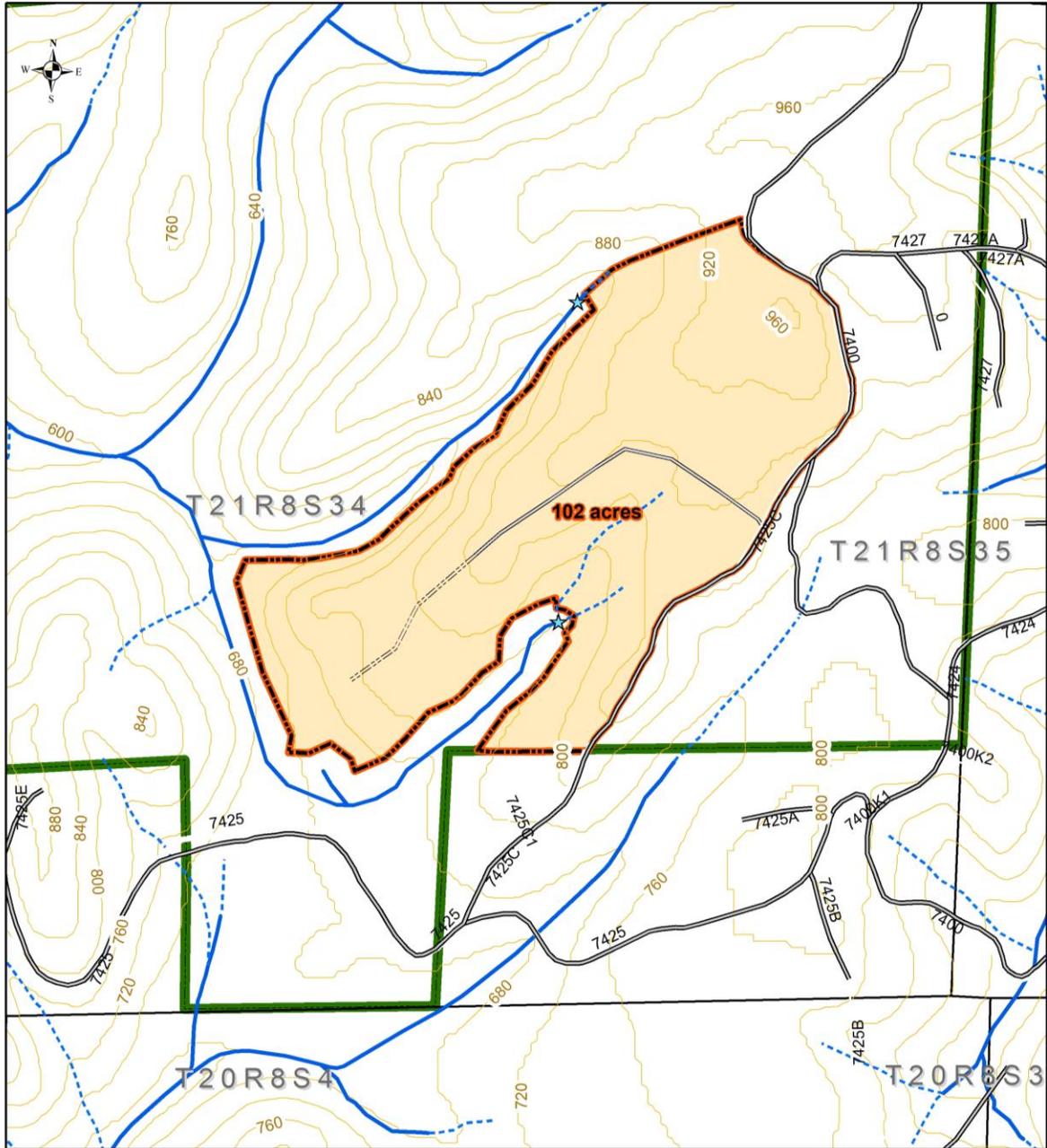


EXHIBIT A-2

ABDTRPL2020-1

CITY OF ABERDEEN
TREE PLANTING MAP

T21 R08 S34
-123.684; 47.264



LJH 2020

EXHIBIT B - UNIT DESCRIPTION TABLE

TREE PLANTING SERVICES CONTRACT - INVITATION TO BID No. ABDTRPL2020-01

<u>UNIT</u>	<u>DESCRIPTION</u>
Unit 1	T21N R08W Sec 34 Shovel logged; partially piled and burned Approx. Acres: 102; Planting Spacing: 12X12 Approx. Seedlings: 30,000 Planting Stock: DF & WRC 1+1 bare-root
Special Requirements	Bidding shall be by "\$ Per Thousand Trees." All planting shall be done by shovels only. Scalping is required on all planting spots. Plant 8 feet from road edges. Do not plant on cut-banks. Crew size: Minimum of eight (8) planters. One non-planting foreman is required per up-to fifteen (15) planters. Planting shall begin no earlier than: Feb 17th, 2020 and shall be completed no later than April 15th, 2020. Arrange a viewing of the unit(s) by contacting Forester Loren Hiner: 360-249-5424.

EXHIBIT C - BID FORM

In compliance with Invitation to Bid number ABDTRPL2020-1, the undersigned offers and agrees to furnish all services, material, equipment, supervision, seedling hauling, transportation and supplies (except for the seedlings themselves) for work described in the attached invitation to bid at the following rates.

Planting Unit	Approx. Acres	Approx. # Seedlings	Stock Size	Spacing	Planting Bid Rate \$/1000 Trees	Total Bid Est. (bid/M x #trees)
Unit #1	102	30,000	1+1	12' x 12' (300/acre)	\$ <u>283.00</u> /M	\$ <u>8,490.00</u>

10% Bid Bond Enclosed?

\$ 849.00

Firm Name: Ramirez Reporestation, Inc.

Signature: Josias Ramirez

Title: President

Date: 1-23-2020

This completed **ENTIRE BID PACKAGE** must be submitted to the City of Aberdeen Public Works Director's office, 200 E. Market St, Aberdeen, WA 98520 by 10:00 AM Wednesday January 29, 2020 in a sealed envelope marked "Sealed Bid: Tree Planting." A 10% Bid Bond must be included with this bid.

EXHIBIT D – OFFER AND CONTRACT AWARD

On condition of contract award in compliance with Invitation to Bid number ABDPCT2019-01, the undersigned offers and agrees to furnish all services, material, equipment, supervision, transportation and supplies for work described in the attached invitation to bid at the rates provided in EXHIBIT C – BID FORM. Submittal of this document with authorized signature constitutes complete understanding of all terms and conditions. And further, submittal of this document constitutes acceptance of and agreement to comply with all terms and condition of the contract if awarded, and verifies that all goods and services will be available throughout the contract period.

Firm Name: Ramirez Reforestation, Inc.
Address: P.O. Box 1412
City, State, Zip: Chehalis, WA 98532
E-Mail Address: ramirezref@localaccess.com
Business Phone: _____
Cell Phone: 360-269-1769
Washington State Farm Labor License # 05-20
Washington State L&I # 542,918-01
Washington State UBI # 601-198-360
Federal Employer Identification # 676571000
By: Tomás Ramirez
Signature: _____
Printed Name: Tomás Ramirez
Title: President Date: 1-23-20

CONTRACT AWARD (for City of Aberdeen Use Only)

Contract Number ABDTRPL2020-1 is hereby awarded and executed between _____ and the City of Aberdeen, Washington, to be effective _____, 2020.

City of Aberdeen, Washington

ATTEST:

By: _____
Peter Schave – Mayor

By: _____

EXHIBIT E - BIDDER'S PLANTING EXPERIENCE

Answer all questions and provide clear and comprehensive information.

1. Name of bidder: Ramirez Reforestation, Inc
UBI No. 601 198 360
2. When organized: 1989
3. State where incorporated: Washington
4. How many years have you been engaged in the forestry contracting business under your present firm name? 30
5. Current contracts on hand. (show gross amount of each contract and the approximate anticipated dates of completion, contact name and phone number.)
June 2020 with port Blakely Chris Whitson
360-259-5352
2-10-20 - 06-30-20 with ORM Joseph Koontz
360-337-0712
6. In the last 36 months, have you defaulted on a contract or failed to complete any work awarded to you? no. If so, where and why? _____

7. * List the more important planting projects recently completed by your company, stating approximate size and cost for each, the month and year completed, contact name and phone number.
port Blakely 2019 Contract over 200,000.00
ORM 2019 Contract over 150,000.00

Add additional sheets if necessary.

The undersigned hereby authorizes and requests any person, firm or corporation to furnish any information requested by the City of Aberdeen.

Bidder Signature: Tomás Ramirez Date: 1-23-20

Print Name: Tomás Ramirez

Title: President

EXHIBIT F - BID BOND FORM

Cash or Check

Herewith find deposit in the form of a cashier's check, postal money order or bid bond in the amount of \$ _____ which amount is not less than ten (10%) percent of the total bid.

_____ SIGN HERE

Surety Bond

KNOW ALL MEN BY THESE PRESENTS:

That we, _____ as Principal and _____ as Surety, are held and firmly bound unto the CITY OF ABERDEEN as Oblige, in the penal sum of _____ Dollars, (\$ _____) for the payment of which the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, by these presents.

The condition of this obligation is such that if the Oblige shall make any award to the Principal for:

Tree Planting Services Contract #ABDTRPL2020-1

according to the terms of the proposal or bid made by the Principal, therefore, and the Principal shall duly make and enter into a contract with the Oblige in accordance with the terms of said proposal or bid and award and shall give bond for the faithful performance thereof, with Surety or Sureties approved by the Oblige; or if the Principal shall, in case of failure so to do, pay and forfeit to the Oblige the penal amount of the deposit specified in the call for bids, then this obligation shall be null and void; otherwise it shall be and remain in full force and effect and the Surety shall forthwith pay and forfeit to the Oblige, as penalty and liquidated damages, the amount of this bond.

SIGNED, SEALED AND DATED THIS ___ day of _____, 20____.

Principal _____

Surety _____

Dated: _____

Received return of deposit in the sum of \$ _____.

Signature _____

EXHIBIT G - PERFORMANCE and PAYMENT BOND

Bond to the City of Aberdeen

Bond # _____

KNOW ALL MEN BY THESE PRESENTS:

That we, the undersigned, _____ as Principal, and _____ a corporation, organized and existing under the laws of the State of Washington, as a surety corporation, and qualified under the laws of the State of Washington to become surety upon bonds of contractors with municipal corporations as surety, are jointly and severally held and firmly bound to the **City of Aberdeen** in the penal sum of \$_____ for the payment of which sum on demand we bind ourselves and our successors, heirs, administrators or personal representatives, as the case may be.

This obligation is entered into pursuant to the statutes of the State of Washington and the ordinances of the City of Aberdeen.

Dated at _____, Washington, this ____ day of _____, 2020.

The conditions of the above obligation are such that:

WHEREAS, the City of Aberdeen has let or is about to let to the said _____ the above bounded Principal, a certain contract, the said contract being numbered _____, and providing for _____ (which contract is referred to herein and is made a part hereof as though attached hereto), and

WHEREAS, the said Principal has accepted, or is about to accept, the said contract, and undertake to perform the work therein provided for in the manner and within the time set forth; now, therefore,

If the said Principal, _____, shall faithfully perform all of the provisions of said contract in the manner and within the time therein set forth, or within such extensions of time as may be granted under said contract, and shall pay all laborers, mechanics, subcontractors and materialmen, and all persons who shall supply said Principal or subcontractors with provisions and supplies for the carrying on of said work, and shall indemnify and hold the City of Aberdeen harmless from any damage or expense by reason of failure of performance as specified in said contract or from defects appearing or developing in the material or workmanship provided or performed under said contract within a period of one year after its acceptance thereof by the City of Aberdeen, then and in that event, this obligation shall be void; but otherwise, it shall be and remain in full force and effect.

Signed this ____ day of _____, 20____.

Surety

Principal

By _____

By _____

Title

Title

Surety Address

Agent Address

Surety Contact and Phone Number

Agent Contact and Phone Number

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**LEGISLATIVE DEPARTMENT
CITY OF ABERDEEN**

MAYOR: Pete Schave

**THE MEMBERS OF
YOUR COMMITTEE ON:** Public Works and the Public Works Director

TO WHOM IT WAS REFERRED: Consultant Contract Amendment for Wastewater Treatment Plan Disinfection Improvements

REPORTS AS FOLLOWS: In June 2019, the City of Aberdeen entered into an agreement with Gray & Osborne, Inc. for professional services necessary to complete construction support services for disinfection system upgrades at the Wastewater Treatment Plant. Gray & Osborne has requested additional scope and fee to complete the project including additional project management, construction administration, office engineering, project meetings, and construction inspection. The requested fee for the additional work is \$68,500.00. The Public Works Director and City Engineer have reviewed the request and concur that it is necessary and warranted.

IT IS RECOMMENDED: The City Council shall authorize the Mayor to amend the agreement with Gray & Osborne, Inc. for professional services related to the construction of disinfection improvements at the Wastewater Treatment Plant per the amendment request dated December 20, 2019.

Rick Sangder
Public Works Director

Tim Alstrom, Chair

Nathan Kennedy, Vice-Chair

Reported _____, 2020

Joshua Francy, Member

Adopted _____, 2020

Shaney Crosby, Member



December 20, 2019

Mr. Kris Koski, P.E.
City Engineer
City of Aberdeen
200 East Market Street
Aberdeen, Washington 98520

SUBJECT: ADDITIONAL CONSTRUCTION ADMINISTRATION SERVICES
FOR WWTP DISINFECTION SYSTEM IMPROVEMENTS
CITY OF ABERDEEN, GRAYS HARBOR COUNTY, WASHINGTON
G&O #19535.00

Dear Mr. Koski:

Per our recent discussion, we are providing this scope and budget for a contract amendment for additional services for the Aberdeen WWTP Disinfection System Improvements project.

The additional services consist of the additional construction inspection, project management, office engineering, and project meetings to accommodate the additional time requested by the Contractor. We are waiting on an updated request from the Contractor for the time extension, but in the past, the Contractor has requested an additional 80 construction days for the project, which is a 57 percent increase in time over the original 140 days. We are seeking a 38 percent increase in our fee to see this project to the end.

The construction phase of this project so far has been challenging due to a variety of factors including construction delays, difficulties with getting submittals from the Contractor, deficient work requiring rework, Contractor proceeding with work without receiving approval of submittals, and unanticipated site conditions. We also acknowledge that there have been some areas of the plans and specifications that have not been as clear and consistent as they should have been, which has required some design revisions. To date, we have written off approximately \$25,000 for these required design revisions. We are committed to assisting the City with completing this project successfully.

Sincerely,

GRAY & OSBORNE, INC.

Jay Swift, P.E.

JLS/hh
Encl.

EXHIBIT A-1

SCOPE OF WORK

CITY OF ABERDEEN WWTP DISINFECTION SYSTEM IMPROVEMENTS ADDITIONAL CONSTRUCTION ADMINISTRATION SERVICES DECEMBER 2019

The services to be furnished by the Engineer under this Agreement include additional engineering tasks for construction administration services for the City of Aberdeen Wastewater Treatment Plant (WWTP) Disinfection System Improvements. The additional services were identified to accommodate the 80 additional construction days requested by the Contractor. The cost proposal for the construction administration services is attached as Exhibit B-1.

SCOPE OF WORK

Task 1 – Additional Project Management

Task 1.1 – Provide Additional Project Management

Provide additional project management for construction administration services, including project budget control and scheduling, communication with the City, regulatory and funding agencies, coordination of staff assignments, project reporting, grant/loan documentation assistance to the City, and coordination of subconsultant work.

Task 2 – Additional Construction Administration Services

Task 2.1 – Additional Project Construction Administration

Provide additional construction administration, including the following tasks:

- *Monitor Construction Schedule* – Review and comment on the Contractor's progress in relation to the schedule. Issue weekly reports to the City and Contractor on construction time consumed on the project to keep all parties involved advised on the time limit as it relates to penalties for failure to perform on schedule.
- *Coordinate and Review the Work of Subconsultants* – Obtain the services of specialty subconsultants. Coordinate and review their work.
- *Prepare Monthly Progress Estimates* – Review and/or prepare the Contractor's monthly progress payment requests and prepare monthly

progress estimates based on the Resident Engineer's judgment of the value of work completed during the pay period.

- *Negotiate Change Orders* – Represent the City's interest in negotiation of change orders with the Contractor. Prepare change orders for execution by the Contractor subject to approval and authorization by the City.
- *Prepare and Maintain Project Records* – Prepare and maintain daily logs, weekly schedule reports, jobsite photos, quantity measurements, and correspondence.
- *Conduct Project Closeout* – Obtain from the Contractor all bonds, guarantees, operation and maintenance manuals, and record drawings. Prepare the certificate of completion.

Task 2.4 – Additional Office Engineering

Provide office engineering including the following tasks:

- *Review Shop Drawing Submittals* – Review remaining submittals for compliance with design intent and general conformity to the contract drawings and specifications.
- *Review "Or Equal" Products* – Review proposals from the Contractor to substitute an "or equal" product for a specified product based on design intent and general conformity to the contract drawings and specifications.
- *Clarify Design Intent* – Respond to the Contractor's questions and provide interpretation of the contract specifications and drawings which address and clarify design intent. Prepare supplementary sketches to clarify conditions. Maintain records of telephone meetings concerning design intent.
- *Evaluate Change Orders* – Estimate the added or reduced cost of changes during construction to be used in negotiation of contract change orders. Provide engineering design for change orders as directed by the City. Evaluate the impact of change orders on the construction schedule and recommend eligible time extensions.

Task 2.5 – Additional Project Meetings

- *Schedule and Record Job Meetings* – Conduct biweekly or as-needed job meetings with the Contractor and the City and/or City representatives. Prepare and distribute minutes of the biweekly meetings.

Task 2.6 – Additional Construction Inspection (Partial)

Provide additional partial construction inspection, including the following tasks:

- *Provide Field Observation* – Provide **part-time** (160 hours total) Resident Engineer and/or inspectors to monitor conformance of the Contractor's work with plans and specifications.
- *Conduct Final Inspections* – Conduct substantial completion inspections, issue punch lists, review compliance, and recommend acceptance by the City.
- *Assist City with Project Administration* – Coordinate and verify project costs. Maintain project accounting to aid in successful final audit.

EXHIBIT B-1

**ENGINEERING SERVICES
SCOPE AND ESTIMATED COST**

City of Aberdeen - WWTP Disinfection System Improvements Additional Construction Administration Services

Tasks	Project Manager Hours	Project Engineer Hours	Structural Engineer Hours	Electrical Engineer Hours	Senior CAD Technician Hours	Field Inspector Hours
1 Additional Project Management						
1.1 Provide Additional Project Management	20					
2 Additional Construction Administration Services						
2.1 Additional Project Construction Administration	24	64	8	64	8	
2.4 Additional Office Engineering	8	16	4	8	2	
2.5 Additional Project Meetings		32				
2.6 Additional Construction Inspection (Partial)		8				160
Hour Estimate:	52	120	12	72	10	160
Fully Burdened Billing Rate Range:*	\$112 to \$200	\$112 to \$180	\$114 to \$158	\$103 to \$184	\$92 to \$130	\$77 to \$142
Estimated Fully Burdened Billing Rate:*	\$196	\$177	\$140	\$165	\$130	\$135
Fully Burdened Labor Cost:	\$10,192	\$21,240	\$1,680	\$11,880	\$1,300	\$21,600

Total Fully Burdened Labor Cost: \$ 67,892

Direct Non-Salary Cost: \$ 608
 Mileage & Expenses (mileage @ current IRS rate)

TOTAL ESTIMATED COST: \$ 68,500

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

**LEGISLATIVE DEPARTMENT
CITY OF ABERDEEN**

MAYOR: Pete Schave

**THE MEMBERS OF
YOUR COMMITTEE ON:** Public Works and the Public Works Director

TO WHOM IT WAS REFERRED: Consultant Contract with Tom W. Wisner for North Shore Levee Project

REPORTS AS FOLLOWS: The City's Engineering Department proposes to locate improvements associated with the North Shore Levee project on property located by the Puget Sound & Pacific Railroad whose parent company is the Genesee & Wyoming Railroad. The Genesee & Wyoming Railroad requires that improvements proposed on their property be coordinated and reviewed by an approved engineering consultant. The Railroad listed Tom W. Wisner as the approved engineering consultant to work with on the Railroad's behalf to coordinate and review improvements on Railroad property. The City's Engineering Department negotiated a scope and fee to accomplish the work which will be paid for through a funding agreement with the Washington Recreation and Conservation Office for the North Shore Levee project. The not-to-exceed fee is \$17,978.00.

IT IS RECOMMENDED: The City Council shall authorize the Mayor to enter into an agreement with Thomas W. Wisner, Professional Engineer for professional services for the North Shore Levee project for a fee not to exceed \$17,978.00.

Rick Sangder
Public Works Director

Tim Alstrom, Chair

Nathan Kennedy, Vice-Chair

Reported _____, 2020

Joshua Francy, Member

Adopted _____, 2020

Shaney Crosby, Member

AGREEMENT FOR PROFESSIONAL SERVICES

**Between
CITY OF ABERDEEN
And
Thomas W. Wiser, PE**

This Agreement is entered into as of this 5 day of February, 2020, by and between the city of Aberdeen (“CITY”), a municipal corporation, and Thomas W. Wiser, Professional Engineer, (“TWW”) an Oregon business.

1. TERM OF CONTRACT

This Agreement shall be in full force and effect from **January 1, 2020**, to completion of the work or termination pursuant to Section 14 of this Agreement.

2. SCOPE OF WORK

TWW will perform all professional services necessary to complete the project, as more fully set forth in the January 16, 2020 “**Engineering Fee Estimate**” of **TWW**, incorporated herein by reference as Attachment “A”.

The purpose and intent of this Agreement is in furtherance of the completion of the North Shore Levee project (“NSL”). The NSL is of vital importance to the public welfare of the region, including the City of Aberdeen and its residents. Planning and execution of the NSL requires coordination with property owners, including technical expertise specific to the Great Western Railroad (“GWRR”) and Puget Sound and Pacific Railroad (“PSAP”) companies.

Under this contract with the City of Aberdeen, **TWW** will provide professional services to ensure that the unique planning and project execution needs of GWRR and PSAP are adequately represented according to the terms of Attachment A. In order to provide this engineering representation, at all times during the course of this contract **TWW** will be directed in its engineering work by GWRR and PSAP. **TWW** agrees it will not disparage the City or its agents, employees, consultants or other representatives.

3. NONDISCRIMINATION

TWW agrees not to discriminate against any client, employee or applicant for employment or for services because of race, creed, color, national origin, marital status, sex, age or disability except for a bona fide occupational qualification with regard to, but not limited to the following: employment upgrading, demotion or transfer, recruitment or any recruitment advertising, a layoff or termination, rate of pay or other forms of compensation, selection for training, or rendition of services. During the performance of this Agreement, **TWW** shall comply with federal and state nondiscrimination statutes and regulations, including the American Disabilities Act of 1992, as amended.

4. PAYMENT

CITY shall pay **TWW** for completed services rendered on a Time and Expense basis and not to exceed the maximum estimated fees and costs of **seventeen thousand**

nine hundred seventy-eight dollars (\$17,978.00) without prior written approval by CITY. Compensation will be in accordance with the schedule of rates and charges in Attachment “B”. Invoices will be submitted once a month, which are payable upon receipt. An interest charge of one percent (1.0%) per month will be payable on any amounts not paid within 30 days of invoice date. Payments will first be applied against outstanding interest charges, then against unpaid invoice amount.

In the event of a disputed or contested billing, only that portion so contested will be withheld from payment, and the undisputed portion will be paid. CITY will exercise reasonableness in contesting any bill or portion thereof. No interest will accrue on any contested portion of the billing until mutually resolved.

5. RIGHT OF INSPECTION AND AUDIT

CITY or its agents shall at all times during the course of the work have reasonable access to inspect and to audit all pertinent **TWW** records and accounts. **TWW** will retain all books, records, documents and other materials relevant to this Agreement for six (6) years after completion of the work and CITY or its agent shall have full access and the right to inspect and examine any of the said materials during normal work hours.

6. SUBCONTRACTING

With advance permission of CITY, **TWW** may subcontract or assign portions of the engineering services. Services performed by subcontractors will be billed to CITY at actual cost. The costs of subcontracting shall be included within the maximum estimated fees and costs for **TWW**'s services.

7. PERFORMANCE OF SERVICES

All professional services performed under this Agreement shall be rendered with the degree of skill and diligence normally employed by professionals or consultants performing the same or similar service, in conformance with this Agreement and with normally applicable codes and standards.

8. OWNERSHIP AND REUSE OF DOCUMENTS

All reports, materials, and other data, furnished to **TWW** by CITY shall be returned. All designs, drawings, specifications, documents, and other work products prepared by **TWW** prior to completion or termination of this Agreement are instruments of service for this project and are property of CITY. Reuse by CITY or by others acting through or on behalf of CITY of any such instruments of service, not occurring as a part of this Project, shall be without liability or legal exposure to **TWW**.

9. INDEMNIFICATION

Each party shall defend, protect, and hold harmless the other, or any employee thereof from and against all claims, suits, and actions arising from and to the extent caused by any negligent act or omission of the other or any employees or agents of either while performing under the terms of this Agreement. Claims shall include, but not be limited to, assertions that the use or transfer of any software, book document, report, film,

tape, or sound reproduction or material of any kind, delivered hereunder, constitutes an infringement of any copyright, patent, trademark, trade name, or otherwise result in any unfair trade practice.

10. INSURANCE	LIMITS OF LIABILITY
A. Worker's Compensation Employer's Liability	Statutory \$1,000,000
B. Commercial General Liability (including Contractual Liability) Bodily Injury/Property Damage	\$1,000,000 combined single limits for each occurrence or aggregate
C. Comprehensive Automobile Policy (Owned, hired, and non-owned vehicles) Bodily Injury/Property Damage	\$1,000,000 combined single limits for each occurrence or aggregate
D. Professional Liability	\$1,000,000 combined single limits for each occurrence or aggregate

At CITY's request, insurance certificates will be provided by **TWW**.

11. INDEPENDENT CONTRACTOR STATUS

Nothing in this Agreement shall construe **TWW** or any of its employees or agents to be CITY's employees, agents, or representatives. **TWW** shall be an independent contractor and shall have responsibility for and control over the details and means for performing the work described herein. **TWW** shall be subject to the directions of CITY only with respect to the scope of the work and the general results required. **TWW** shall comply with Title 51 RCW.

12. REMEDIES

Any remedy provided for breach of this Agreement shall not be deemed exclusive, and CITY and **TWW** shall have such other remedies as may be available at law or in equity.

13. WAIVER

No waiver by CITY or **TWW** of any breach by **TWW** or CITY of any provision of this Agreement shall have any force or effect unless in writing, nor shall any waiver by a party hereto of any breach be construed as a waiver of any other future default or breach of the same provision or any other provision.

14. TERMINATION

This Agreement may be terminated by CITY upon thirty (30) days prior written notice. In the event of such termination by CITY other than for default on the part of **TWW** the City shall make a final payment to **TWW** for actual hours charged at the time

of termination plus termination expenses, such as, but not limited to, reassignment of personnel, subcontract termination costs, and related close-out costs.

If the services of **TWW** are terminated by CITY for default on the part of **TWW** the above formula for payment shall not apply. In such an event, the amount to be paid shall be determined by CITY with consideration given to the actual costs incurred by **TWW** in performing the work to be the date of termination, the amount of work originally required which was satisfactorily completed to date of termination, whether that work is in a form or a type which is usable to CITY at the time of termination, the cost to CITY of employing another firm to complete the work required and the time which may be required to do so, and other factors which affect the value to CITY of the work performed at the time of termination. Under no circumstances shall payment made under this subsection exceed the amount which would have been made if the termination had been for the convenience of CITY rather than for default.

If it is determined for any reason that **TWW** was not in default or that **TWW**'s failure to perform is without it or its employees' fault or negligence, the termination shall be deemed to be a termination for the convenience of CITY in accordance with the provision of this Agreement.

15. NOTICE

Any official notice that either party hereto desires to give the other shall be deemed delivered upon deposit thereof in the United States mail by certified mail, return receipt requested, with postage thereon fully prepaid, addressed as follows:

To CITY:

Kris Koski, City Engineer
City of Aberdeen
200 East Market
Aberdeen, WA 98520
Tel: (360) 537-3218
Email: kkoski@aberdeenwa.gov

To **TWW**

Thomas W. Wiser, PE
22750 SW Miami Drive
Tualatin, OR 97062
Tel: (503) 691-6095
Email: tom@wiserrail.com

provided that the addresses hereinabove specified may be changed by either party hereto by giving written notice thereof to the other pursuant to this paragraph.

16. ENTIRE AGREEMENT

The terms and provisions of this Agreement constitute the entire Agreement between the parties and supersede all previous communications, negotiations, proposals, representations, conditions, warranties or agreements, either oral or written, between the parties hereto with respect to the subject matter hereof. This Agreement may not be enlarged, modified or altered except in writing, signed by duly authorized officers or representatives of the parties.

17. SEVERABILITY

Any provisions of this Agreement held in violation of any law or ordinance shall be deemed stricken and all remaining provisions shall continue valid and binding upon the parties. CITY and TWW shall in good faith attempt to replace any invalid or unenforceable provisions of this Agreement with provisions which are valid and enforceable and which come as close as possible to expressing the intention of the original provisions.

18. VENUE

The venue of any legal action between the parties as result of this Agreement shall be in the Superior Court of the State of Washington, in and for Grays Harbor County, Washington, located in Montesano, Washington.

19. NO THIRD PARTY BENEFICIARIES

This agreement gives no rights or benefits to anyone other than CITY and TWW and has no third party beneficiaries.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement this 5 day of February, 2020.

Thomas W. Wisner, PE

CITY OF ABERDEEN

By: _____

Pete Schave, Mayor

Attest:

Cliff Frederickson, Finance Director

Thomas W. Wisner, P.E.
Wiser Rail Engineering
Engineering Fee Estimate



Project: PSAP Aberdeen Levee Review
Project Number: 19031
Client: PSAP
Phase: 1 - Preliminary Engineering

ITEM NUMBER	DESCRIPTION	PERSONNEL		Senior Engr		CC Cadd Drafting		JRC Cadd Drafting		EXPENSES	SUB-TOTALS	SUB-CONSULTANT
		BILLING RATE:	HOURS	\$250	HOURS	\$65	HOURS	\$98				
1										\$		\$
2	Administrative tasks: Project setup, invoicing, etc.		3	\$750							\$750	
3	Prepare proposal - Initial conv's, review of project, conf call w/ KPFF etc...		8	\$2,000							\$2,000	
4	Initial Review of plans		4	\$1,000							\$1,000	
5	Coordinate with City, KPFF - two conference calls		4	\$1,000							\$1,000	
6	Coordinate with PNWR		3	\$750							\$750	
7	Final Review of Plans		12	\$3,000							\$3,000	
8	Coordinate design of pump station		12	\$3,000							\$3,000	
9	Meetings:											
10	- two meetings in Salem with GWRR @ 2.0 hrs + 2 hrs travel + 1/2 hr prep		9	\$2,250							\$2,250	
11	- one meeting in Aberdeen with GWRR, City, Etc. @ 3.0 hrs + 7 hrs travel + 1/2 hr prep		10.5	\$2,625							\$2,625	
12												
13												
14												
15												
16												
17												
18												
19												
20												
21												
22												
23												
24	Misc.		4	\$1,000							\$1,000	
25	Project Close Out		1	\$250							\$250	
26												
TOTALS:			71	\$17,625							\$17,625	

FILE: D:\OneDrive - wiserrail.com\WRE Files\Project\19031 PNWR Aberdeen N Shore Levee\Documents\Fee estimate - PSAP Aberdeen Levee Review - 16 Jan 2020.qp
 DATE: January 16, 2020
 TIME: 03:50 PM
 BY: tww

Misc. expenses 2.00%
 Fees and Expenses SubTotal \$17,978
 Subconsultant markup
 Subconsultant with markup

TOTAL ESTIMATED COST \$17,978

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**LEGISLATIVE DEPARTMENT
CITY OF ABERDEEN**

MAYOR: Pete Schave

**THE MEMBERS OF
YOUR COMMITTEE ON:** Public Works and the Public Works Director

TO WHOM IT WAS REFERRED: Funding Commitment for Aberdeen US 12 Highway-Rail Separation Project

REPORTS AS FOLLOWS: In September 2019, the City Council committed \$200,000.00 in grant match funding in support of a Consolidated Rail Infrastructure and Safety Improvements (CRISI) grant for the Aberdeen US 12 Highway-Rail Separation Project. The grant is still in review and the City Engineer is pursuing alternate funding through the 2020 State Transportation Budget. A commitment of \$200,000.00 in local funds will increase the chances of the work being funded by the Legislature. The City Engineer is requesting that the previously committed grant match be amended such that the \$200,000.00 be available for either the CRISI grant or as a match to the 2020 State Transportation Budget. The overall commitment from the City would remain at \$200,000.00. If the project receives CRISI or State funding, it is estimated that the committed local match would need to be provided in the City's 2020 and 2021 budgets.

IT IS RECOMMENDED: The City Council shall amend the grant match of \$200,000.00 for the CRISI grant approved by Committee Report at the September 25, 2019 City Council meeting to be available for either the CRISI grant or in support of State funding through the State's 2020 budget.

Rick Sangder
Public Works Director

Tim Alstrom, Chair

Nathan Kennedy, Vice-Chair

Reported _____, 2020

Joshua Francy, Member

Adopted _____, 2020

Shaney Crosby, Member

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**LEGISLATIVE DEPARTMENT
CITY OF ABERDEEN**

MAYOR: Pete Schave

**THE MEMBERS OF
YOUR COMMITTEE ON:** Public Works and the Public Works Director

TO WHOM IT WAS REFERRED: Real Estate Services Contract for Fry Creek Project

REPORTS AS FOLLOWS: The Fry Creek Restoration & Flood Reduction Project requires professional real estate services for property and easement acquisition. The City’s Engineering Department selected Cascade Right-of-Way Services as the most qualified firm for this work as Cascade is also the real estate professional for the related North Shore Levee project. Cascade will be given a conditional notice to proceed to assist with meeting the requirements of the Washington Recreation and Conservation Office in setting up the funding agreement for \$2,215,000.00 in Washington Coast Restoration Initiative funds for implementing the project. After the RCO agreement has been set up, Cascade will be given a full notice to proceed. The City’s Engineering Department negotiated a scope and fee with Cascade for costs not to exceed \$56,870.00.

IT IS RECOMMENDED: The City Council shall authorize the Mayor to enter into an agreement with Cascade Right-of-Way Services, Inc. for professional real estate services for the Fry Creek Restoration & Flood Reduction Project.

Rick Sangder
Public Works Director

Tim Alstrom, Chair

Nathan Kennedy, Vice-Chair

Reported _____, 2020

Joshua Francy, Member

Adopted _____, 2020

Shaney Crosby, Member

AGREEMENT FOR PROFESSIONAL SERVICES
Between
CITY OF ABERDEEN
And
CASCADE RIGHT-OF-WAY SERVICES, INC.

This Agreement is entered into as of this ____ day of _____, 20__, by and between the city of Aberdeen (“CITY”), a municipal corporation, and Cascade Right-of-Way Services, Inc. (“CASCADE”).

1. TERM OF CONTRACT

This Agreement shall be in full force and effect from **February 12, 2020**, to completion of the work or termination pursuant to Section 15 of this Agreement.

2. SCOPE OF WORK

CASCADE will perform all professional services necessary to complete **real estate services for the Fry Creek Restoration & Flood Reduction Project**, as more fully set forth in the proposal of **CASCADE**, incorporated herein by reference as Attachment “A”.

3. TIME FOR BEGINNING AND COMPLETION

CASCADE shall not begin any work under the terms of this Agreement until authorized in writing by CITY. All work under this Agreement shall be completed within **two years** after CITY authorizes **CASCADE** to begin work.

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

4. NONDISCRIMINATION

CASCADE agrees not to discriminate against any client, employee or applicant for employment or for services because of race, creed, color, national origin, marital status, sex, age or disability except for a bona fide occupational qualification with regard to, but not limited to the following: employment upgrading, demotion or transfer, recruitment or any recruitment advertising, a layoff or termination, rate of pay or other forms of compensation, selection for training, or rendition of services. During the performance of this Agreement, **CASCADE** shall comply with federal and state

nondiscrimination statutes and regulations, including the American Disabilities Act of 1992, as amended.

5. PAYMENT

CITY shall pay **CASCADE** for completed services rendered on a Time and Expense basis and not to exceed the maximum estimated fees and costs of **\$56,870.00** without prior written approval by CITY. Compensation will be in accordance with the schedule of rates and charges in Attachment "B". Invoices will be submitted once a month, which are payable upon receipt. An interest charge of one percent (1.0%) per month will be payable on any amounts not paid within 30 days of invoice date. Payments will first be applied against outstanding interest charges, then against unpaid invoice amount.

In the event of a disputed or contested billing, only that portion so contested will be withheld from payment, and the undisputed portion will be paid. CITY will exercise reasonableness in contesting any bill or portion thereof. No interest will accrue on any contested portion of the billing until mutually resolved.

6. RIGHT OF INSPECTION AND AUDIT

CITY or its agents shall at all times during the course of the work have reasonable access to inspect and to audit all pertinent **CASCADE** records and accounts. **CASCADE** will retain all books, records, documents and other materials relevant to this Agreement for six years after completion of the work and CITY or its agent shall have full access and the right to inspect and examine any of the said materials during normal work hours.

7. SUBCONTRACTING

With permission of CITY, **CASCADE** may subcontract or assign portions of the engineering services. Services performed by subcontractors will be billed to CITY at actual cost. The costs of subcontracting shall be included within the maximum estimated fees and costs for **CASCADE**'s services.

8. PERFORMANCE OF SERVICES

All professional services performed under this Agreement shall be rendered with the degree of skill and diligence normally employed by professionals or consultants performing the same or similar service, in conformance with this Agreement and with normally applicable codes and standards.

9. OWNERSHIP AND REUSE OF DOCUMENTS

All reports, materials, and other data, furnished to **CASCADE** by CITY shall be returned. All designs, drawings, specifications, documents, and other work products

prepared by **CASCADE** prior to completion or termination of this Agreement are instruments of service for this project and are property of CITY. Reuse by CITY or by others acting through or on behalf of CITY of any such instruments of service, not occurring as a part of this Project, shall be without liability or legal exposure to **CASCADE**.

10. INDEMNIFICATION

Each party shall defend, protect, and hold harmless the other, or any employee thereof from and against all claims, suits, and actions arising from any negligent act or omission of the other or any employees or agents of either while performing under the terms of this Agreement. Claims shall include, but not be limited to, assertions that the use or transfer of any software, book document, report, film, tape, or sound reproduction or material of any kind, delivered hereunder, constitutes an infringement of any copyright, patent, trademark, trade name, or otherwise result in any unfair trade practice.

11. INSURANCE

	<u>LIMITS OF LIABILITY</u>
A. Worker's Compensation Employer's Liability	Statutory \$1,000,000
B. Commercial General Liability (including Contractual Liability) Bodily Injury/Property Damage	\$1,000,000 combined single limits for each occurrence or aggregate
C. Comprehensive Automobile Policy (Owned, hired, and non-owned vehicles) Bodily Injury/Property Damage	\$1,000,000 combined single limits for each occurrence or aggregate
D. Professional Liability	\$1,000,000 combined single limits for each occurrence or aggregate

At CITY's request, insurance certificates will be provided by **CASCADE**.

12. INDEPENDENT CONTRACTOR STATUS

Nothing in this Agreement shall construe **CASCADE** or any of its employees or agents to be CITY's employees, agents, or representatives. **CASCADE** shall be an independent contractor and shall have responsibility for and control over the details and means for performing the work described herein. **CASCADE** shall be subject to the

directions of CITY only with respect to the scope of the work and the general results required. **CASCADE** shall comply with Title 51 RCW.

13. REMEDIES

Any remedy provided for breach of this Agreement shall not be deemed exclusive, and CITY and **CASCADE** shall have such other remedies as may be available at law or in equity.

14. WAIVER

No waiver by CITY or **CASCADE** of any breach by **CASCADE** or CITY of any provision of this Agreement shall have any force or effect unless in writing, nor shall any waiver by a party hereto of any breach be construed as a waiver of any other future default or breach of the same provision or any other provision.

15. TERMINATION

This Agreement may be terminated by CITY upon thirty (30) days prior written notice. In the event of such termination by CITY other than for default on the part of **CASCADE**, the City shall make a final payment to **CASCADE** for actual hours charged at the time of termination plus termination expenses, such as, but not limited to, reassignment of personnel, subcontract termination costs, and related close-out costs.

If the services of **CASCADE** are terminated by CITY for default on the part of **CASCADE**, the above formula for payment shall not apply. In such an event, the amount to be paid shall be determined by CITY with consideration given to the actual costs incurred by **CASCADE** in performing the work to be the date of termination, the amount of work originally required which was satisfactorily completed to date of termination, whether that work is in a form or a type which is usable to CITY at the time of termination, the cost to CITY of employing another firm to complete the work required and the time which may be required to do so, and other factors which affect the value to CITY of the work performed at the time of termination. Under no circumstances shall payment made under this subsection exceed the amount which would have been made if the termination had been for the convenience of CITY rather than for default.

If it is determined for any reason that **CASCADE** was not in default or that **CASCADE**'s failure to perform is without it or its employees' fault or negligence, the termination shall be deemed to be a termination for the convenience of CITY in accordance with the provision of this Agreement.

16. NOTICE

Any official notice that either party hereto desires to give the other shall be deemed delivered upon deposit thereof in the United States mail by certified mail, return receipt requested, with postage thereon fully prepaid, addressed as follows:

To CITY: City of Aberdeen
Attn: Kris Koski
200 E Market Street
Aberdeen, WA 98520

To CASCADE: Cascade Right-of-Way Services, Inc.
Attn: Brian Fagernes
PO Box 881
Rochester, WA 98579

provided that the addresses hereinabove specified may be changed by either party hereto by giving written notice thereof to the other pursuant to this paragraph.

17. ENTIRE AGREEMENT

The terms and provisions of this Agreement constitute the entire Agreement between the parties and supersede all previous communications, negotiations, proposals, representations, conditions, warranties or agreements, either oral or written, between the parties hereto with respect to the subject matter hereof. This Agreement may not be enlarged, modified or altered except in writing, signed by duly authorized officers or representatives of the parties.

18. SEVERABILITY

Any provisions of this Agreement held in violation of any law or ordinance shall be deemed stricken and all remaining provisions shall continue valid and binding upon the parties. CITY and CASCADE shall in good faith attempt to replace any invalid or unenforceable provisions of this Agreement with provisions which are valid and enforceable and which come as close as possible to expressing the intention of the original provisions.

19. VENUE

The venue of any legal action between the parties as result of this Agreement shall be in the Superior Court of the State of Washington, in and for Grays Harbor County, Washington, located in Montesano, Washington.

20. COST OPINIONS

Any cost opinions or Project economic evaluations provided by **CASCADE** will be on a basis of experience and judgment, but, since **CASCADE** has no control over market conditions or bidding procedures, **CASCADE** does not warrant that bids, ultimate construction cost, or Project economics will not vary from these opinions.

21. NO THIRD PARTY BENEFICIARIES

This agreement gives no rights or benefits to anyone other than CITY and **CASCADE** and has no third party beneficiaries.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement this ____ day of _____, 20__.

CASCADE RIGHT-OF-WAY SERVICES, INC.

CITY OF ABERDEEN

By: _____

Pete Schave, Mayor

Attest:

Cliff Frederickson, Finance Director

Attachment "A"

EXHIBIT A-1 SCOPE OF WORK

Fry Creek Phase 1 Restoration and Flood Reduction Real Estate Services

The City of Aberdeen is in the process of designing improvements to the above named project. The proposed improvements require that up to three parcels (DEEDGRABBER Inc - 018602100101, LES SCHWAB PROFIT SHARING – 018602100102 and LES SCHWAB PROFIT SHARING - 018602101502) be acquired. In addition, up to four construction and/or maintenance easements (HARPER DAVID G & SHARON L – 018602201500, LI FAMILY R E INVESTMENT TRUST – 018603501200, LI FAMILY R E INVESTMENT TRUST – 018603500100 and PRATT JAMES & BONNIE – 018602200100) may be needed.

Process

Cascade Right-of-Way Services, Inc. (hereinafter known as CONSULTANT) will provide right-of-way acquisition, appraisal, and review appraisal services for the above stated property interests using procedures specified herein.

The CONSULTANT will contract with an appraiser and a review appraiser listed on the latest WSDOT Fee Appraiser List for appraisal and appraisal review services.

The CONSULTANT will contact property owners, advise them of the process, assemble negotiation packages, and schedule appointments. The CONSULTANT will supply all necessary transfer documents using city forms (excluding legal descriptions which will be provided by the CITY). The CONSULTANT will manage the documents, obtain signatures, and submit them to the CITY for approval.

The CONSULTANT will provide the following:

140.1) Valuation of Proposed Acquisition Areas

- a) The CONSULTANT will contract with a WSDOT-approved appraiser for valuation services. The appraiser will prepare a Project Funding Estimate, Administrative Offer Summaries (AOS) where appropriate and Summary Narrative Appraisal Reports where appropriate. It is assumed the project will require:
 - Project Funding Estimate (reported as a Restricted Appraisal Report) for up to seven (7) proposed acquisitions of property interests
 - Summary Narrative Appraisal Reports for up to two (2) parcels (Deed Grabber and Les Schwab)
- b) The CONSULTANT will perform appraisal functions to the limit of the authority set forth in the title reports, project maps, determination of fair market value, and the manuals noted above. Each appraisal will be reported in accordance with the Code of Professional Ethics

Attachment "A"

and subject to the requirements of the Appraisal Institute and the Uniform Standards of Professional Appraisal Practice of the Appraisal Foundation (USPAP). Compliance with the State of Washington certification requirements will be met by all appraisers and review appraisers assigned to this project. It is assumed there is not federal funds involved in the project.

140.2) Appraisal Review

The CONSULTANT will contract with a state-approved review appraiser for appraisal review services. Upon completion of the review appraisals, they will be submitted to the CITY for review and approval. Upon approval, the CONSULTANT will begin negotiations. It is assumed there will be two appraisal reviews on this project.

140.3) Negotiations

The CONSULTANT will assemble negotiation packages, contact property owners to schedule an appointment to begin negotiations, and advise them of the process. Absentee owners will be contacted and negotiations conducted by telephone. The CONSULTANT will notify the CITY of those owners with whom contact could not be made and request direction on how to proceed.

The CONSULTANT will assure that negotiations are performed only to the limit of authority delineated by the title reports, project maps, determined fair market value, procedures manual, acquisition schedule, or written instructions issued by the CITY.

The CONSULTANT will work such days and hours as may be necessary to meet with interested property owners that may not be available during regular working days or hours.

The CONSULTANT will provide a diary with all negotiation packages submitted to the CITY. The diary information will include, at a minimum, the time, place, amount of offer, to whom the offer was made, parties present, and owner response.

At the first negotiation meeting or phone conversation with each property owner or their agent, the CONSULTANT will explain the purpose and need for the project, identify what is needed from each owner's property for the project, attempt to receive a commitment from the owner to accept the CITY'S offer, and make record of all information needed to prepare closing documents.

The CONSULTANT will assure that up to three negotiation contacts are made with each interested party (owner or owner's agent) in order to acquire valid title to the needed property rights as shown on the project map or as instructed in writing by the CITY. Any additional personal contact with the owner or their representative will be negotiated as extra work.

Following a successful negotiation, all closing documents will be presented to the owner for signature. When all documents are signed, the CONSULTANT will deliver them to the CITY for review and signing and then coordinate the closing with an escrow company approved by the CITY. The CITY will pay for all recording fees, title reports, and typical closing costs. Should any documents require revisions or if the terms are found unacceptable to the CITY, the CITY will make clear the appropriate revisions required for re-negotiations.

140.4) Closing Coordination

It is assumed the CITY will contract directly with the escrow company for closing. When the CITY receives acceptable documents from the CONSULTANT, they will be signed by the CITY and forwarded to the title/escrow company for processing, recording and closing. The escrow

Attachment "A"

company will be responsible for the preparation and receipt of all signatures for all documents such as Waivers of Compensation, Requests for Partial Re-conveyance, and satisfaction of all liens and encumbrances for each parcel.

In the event the escrow company needs additional information from property sellers, the CONSULTANT will assist the title company in obtaining the needed information. As each transaction is closed, the escrow company will then record all documents and return originals to the CITY.

140.5) Preparation of Documents

The CONSULTANT will prepare and provide First Offer Letters, Request for Taxpayer Identification Number and Certification documents (W-9), Real Property Vouchers, Real Estate Tax Affidavits, Deeds, and Easements using CITY approved forms. The CITY will provide in electronic format legal descriptions and parcel exhibits. The CONSULTANT will also prepare the Right-of-Way Diaries for documentation of individual parcel contacts.

140.6) Valuation Services

To be provided by Appraisal Solutions Northwest, Inc.

140.7) Review Appraisal Services

To be provided by Appraisal Reviews NW, LLC

140.8) Personal Property Relocation

Included in this task it time for preparing a personal property relocation plan and conducting the relocation process (tires and containers) along with a separate file for all the necessary forms, estimates and communications. In the event the required time exceeds the estimated time, it will be considered extra work.

Condemnation

If the CONSULTANT does not reach a successful agreement with the owner(s), the documents will be referred to the CITY. The CITY will then decide on the next step with any unsuccessful negotiations. The CITY may wish to proceed with condemnation. Condemnation proceedings are the responsibility of the CITY, unless the CONSULTANT is authorized to assist in the condemnation process by a supplement to the Contract. The preparation, negotiation and execution of Possession & Use Agreements are considered a part of the condemnation process.

Direct expenses associated with limited liability guarantees, title reports, title insurance, escrow fees, other closing costs and payments to property owners will be the responsibility of the CITY.

Survey

The CITY will stake the proposed right-of-way and easement lines with nails, lath or paint at intervals sufficient to provide inter-visibility.

End of Scope of Work

Attachment "B"

Exhibit B Consultant Fee Determination – Man-Hour Sheet (Specific Rates of Pay) Fee Schedule

PROJECT NAME: CITY OF ABERDEEN Fry Creek Real Estate Services		RIGHT OF WAY AGENT
TASK #		
140.1	Valuation Coordination	
	Coordinate with appraiser/landowners	20
140.2	Appraisal Review Coordination	
	Coordinate with review appraiser	6
140.3	Negotiations	
	Assemble packages	18
	Negotiations (three contacts)	120
	Follow up and documentation of contacts	12
	Reconveyance Coordination	12
140.4	Closing Coordination	
	Coordination with Escrow	20
140.5	Preparation of Acquisition Docs	
	Preparation and management	28
140.6	Valuations	
	To be performed by Appraisal Solutions Northwest, Inc.	
140.7	Review Appraisals	
	To be performed by the Granger Company	
140.8	Relocation of Personal Property	
	Conducting Relo and Management	24
	HOURS PER DISCIPLINE	260

Attachment "B"

B-2 Consultant Fee Determination - Summary Sheet (Specific Rates of Pay) Fee Schedule

NEGOTIATED HOURLY RATE (NHR):						
<u>Classification</u>	<u>Man Hours</u>	X	<u>Rate</u>	=	<u>Cost</u>	
RIGHT OF WAY AGENT	260	X	\$115.00	=	\$29,900.00	
Total Hours =	260				Total NHR =	\$29,900.00
REIMBURSABLES:						
MILEAGE @	2,500	X	0.58	=	\$1,450.00	
MISC. EXPENSE				=		
			SUB TOTAL			\$31,350.00
SUBCONSULTANT COST:						
Appraisal Solutions Northwest @	\$21,500.00	X	1.10	=	\$23,650.00	
Appraisal Reviews NW @	\$1,700.00	X	1.10	=	\$1,870.00	
SUBCONSULTANTS @	\$0.00	X	1.00	=	\$0.00	
			SUB TOTAL			\$56,870.00
MANAGEMENT RESERVE FUND						
SUB TOTAL	\$ n/a	x	0%	=		\$0.00
TOTAL				=		\$56,870.00

Attachment "B"

Exhibit B-3 Consultant Fee Determination – Reimbursable Expenses Fee Schedule

<i>CATEGORY</i>	<i>QUANTITY</i>		<i>COST</i>	<i>UNIT</i>	<i>TOTAL COST</i>
Copies	n/a	@	\$0.10	each	\$0.00
Telephone	n/a		n/a		\$0.00
Postage/Shipping	COST		\$0.00		\$0.00
Field Supplies & Expenses	COST		\$0.00		\$0.00
Mileage	2,500	@	\$0.58	/mile	\$1,450.00
Per Diem	n/a		n/a		\$0.00
					TOTAL
					\$1,450.00

LEGISLATIVE DEPARTMENT

CITY OF ABERDEEN

Mr. Mayor: Hon. Pete Schave
The Members of: Public Works
To whom was Referred: Community Development

REPORT AND RECOMMEND AS FOLLOWS:

The City has received approximately 3.3 million in funding for the Gateway Center project. The money has been a combination of Department of Commerce funding, Grays Harbor County, Greater Grays Harbor, Aberdeen Revitalization Movement, City of Aberdeen, and with the most significant amount coming from 3 Washington State Capital Budget requests. Quinault Nation has also contributed in-kind planning and design to the project.

The City has spent approximately 2.3 million to purchase the properties, demolish three structures, soil testing, parking lot construction and landscaping and complete roughly 80% of the design and engineering for the new building.

Over the past year and a half, the City has contracted with Shiels, Oblatz, Johnson (SOJ) for the project management. The contract with SOJ ended at the close of 2019.

Over the past two years the project scope has changed significantly from what was originally approved by City Council (both in size and cost) to what is being looked at today. To add to that, the City and community experienced the loss of the Armory Building, which should be explored for potential use within the Gateway Center Building. Staff believes that the project scope (from what was originally bid) has changed enough to warrant reposting for a new project management contract.

The City has made significant progress towards engineered documents, but because of the factors mentioned above, staff believes that now before final completion of the design is done, would be a good time to reevaluate the project and scope to better align with the needs of our community.

Staff is recommending that the City go back out to bid for a project manager to complete the project (ribbon cutting) by the end of 2022.

Therefore, it is recommended that the City Council authorize the Mayor to advertise for a “Request for Qualifications/Proposal” for a team to manage the Gateway Center Project. (The selected team and proposals will be brought back to City Council for final approval.)

Lisa Scott, Community Development Director

Chair

Reported: February 11, 2020

Adopted:

**ABERDEEN FIRE DEPARTMENT
LEGISLATIVE REPORT**

Mr. Mayor;

The Members of Your Committee on: Public Safety, and the Fire Chief

To Whom It Was Referred: Request authorization to extend Washington State Department of Corrections Contract No. K9323 for the provision of emergency medical services to the Stafford Creek Correctional Center – Washington State Department of Corrections.

Report As Follows: The Aberdeen Fire Department has provided emergency medical service to Stafford Creek Correctional Center under contract K9323 since September 28, 2011. The current contract expired on December 31, 2019. The Washington State Department of Corrections has submitted Contract K9323, Amendment No. 6 to the City of Aberdeen to extend the term of the contract to December 31, 2021.

Recommend As Follows: That the Mayor be authorized to sign Contract K9323 Amendment No. 6 for the provision of Emergency Medical Services to the Department of Corrections at SCCC by the Aberdeen Fire Department.



Tom Hubbard, Fire Chief

Public Safety Committee

Chairperson

Committee Member

Committee Member

Committee Member

Reported, 2/12/20

Adopted _____ 2020



State of Washington
Department of Corrections

Contract No. K9323
Amendment No. 6

This Amendment is made by the Washington State Department of Corrections, hereinafter referred to as "Department," and City of Aberdeen, hereinafter referred to as the "Provider," for the purpose of amending the above-referenced Contract, heretofore entered into between the Department and the Provider.

WHEREAS the purpose of this Contract Amendment is to extend the term of this Agreement.

NOW THEREFORE, in consideration of the terms and conditions contained herein, or attached and incorporated and made a part hereof, the Department and Provider agree to amend Paragraph 2, subparagraph #3 as follows:

This Agreement shall be effective for two years from the date of your signature, September 28, 2011, unless terminated by Department or the Provider upon 30 days written notification to the other. This Agreement is extended through (~~December 31, 2019~~) December 31, 2021.

Additions to this text are shown by underline and deletions by (~~strikeout~~). All other terms and conditions remain in full force and effect. The effective date of this Amendment is **January 1, 2020**.

THIS CONTRACT AMENDMENT, consisting of one (1) page, is executed by the persons signing below who warrant that they have the authority to execute the Contract.

CITY OF ABERDEEN

DEPARTMENT OF CORRECTIONS

(Signature)

(Signature)

(Printed Name)

Debra J. Eisen

(Printed Name)

Mayor

(Title)

Contracts Administrator

(Title)

(Date)

(Date)

Approved as to Form:
This Amendment format was approved by the office of the Attorney General.
Approval on file.



STATE OF WASHINGTON
DEPARTMENT OF CORRECTIONS
CONTRACTS AND LEGAL AFFAIRS
P. O. Box 41114 Olympia, Washington 98504-1114 Tel (360) 725-8367

September 23, 2011

City of Aberdeen
700 W Market
Aberdeen, WA 98520

Dear Provider:

We are writing to you because you have provided health care services to Washington State Department of Corrections (Department) offenders in the past. We wish to continue to use your services and to ensure prompt payment for them in the future. Please be advised, however, that the Washington State Office of Financial Management (OFM) and the Washington State Auditor require that a written document specifying the agreement between the Department and any provider delivering direct services to offenders be in place before services are provided. This is regardless of the dollar amount involved.

In an effort to meet this requirement without burdening providers, we are using this letter of agreement. Once signed by you and mailed back to the Department as indicated, it will constitute the entire agreement between us. In consideration of your agreement to provide services to DOC offenders:

1. The Department agrees to pay for BLS and ALS services at the usual and customary billed charge.
2. You agree to bill within 180 days of providing services, utilizing the appropriately completed CMS standardized form, including but not limited to, dates of service, diagnosis, services provided and service data to include CPT/HCPCS codes. Bills must be sent to: Department of Corrections, Medical Disbursements Unit, PO Box 41107, Olympia, WA 98504-1107. A completed W-9 is required prior to payment. You will generally receive payment in 60 days from receipt of completed invoice. Fastest response is through direct deposit.
3. This agreement shall be effective for two years from the date of your signature unless terminated by either the Department or the Provider upon 30 days written notification to the other.

OFM maintains a central vendor file for Washington State agencies to use for processing vendor payments. Make sure you have registered as a state-wide vendor at <http://www.ofm.wa.gov/isd/vendors.asp>. You may at your option, register to receive payment for services to the Department, and any other participating state agency, by direct deposit, the state's preferred payment method.

It is understood you are not an employee or agent of the Department of Corrections, that those providing services are licensed, certified, or registered as required by State and/or Federal law, and that you maintain insurance for all liability resulting from the acts or omissions of the Provider. If this agreement is acceptable please so indicate by your signature below and return this original letter and a current certificate of insurance in the self-addressed stamped envelope provided. Please reference agreement number K9323 on all future billings or correspondence.

Sincerely,


Gary Banning
Contracts Administrator

 9/28/11
Accepted by Provider Date

Title: Mayor

Assigned Agreement Number: K9323

Tax Identification Number

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Aberdeen Fire Department Legislative Report

Mr. Mayor;

The Members Of Your Committee On: Regional Fire Authority Planning Committee and the Fire Chief

To Whom Was Referred: Request Authorization for the mayor to sign the Personal Services Contract with Emergency Services Consulting International (ESCI) to facilitate a Regional Fire Authority Planning Committee project for the City of Aberdeen and the City of Hoquiam.

Report As Follows: The Cities of Aberdeen and Hoquiam have requested that Emergency Services Consulting International, Inc. (ESCI) submit a formal quote for facilitation of a the Regional Fire Authority Planning Committee. The scope of work includes pre-meeting preparation, chairperson guidance between meetings, committee guidance during meetings, and consultation on operational issues to position both agencies for an RFA.

Facilitation of the RFA Planning Committee meetings (up to ten) including preparation and materials will be for a flat rate of \$8,750 plus expenses evenly divided between the two cities. ESCI will bill \$175 per hour for additional work requested by staff.

Recommend As Follows: Authorize the mayor to sign the Personal Services Contract with Emergency Services Consulting International (ESCI) for the facilitation of the Regional Fire Authority Planning Committee project.



Tom Hubbard, Fire Chief

Regional Fire Authority
Planning Committee

Pete Schave, Mayor

Committee Member

Attest: Cliff Frederickson
Finance Director

Committee Member

Reported, February 12, 2020

Committee Member

Adopted: _____, 2020



**Emergency Services
Consulting International**

*Providing Expertise and Guidance
that Enhances Community Safety*

ESCI CORPORATE OFFICE
4795 Meadow Wood Lane
Suite 110
Chantilly, Virginia 20151
703.273.0911

WESTERN REGIONAL OFFICE
25030 SW Parkway Avenue
Suite 330
Wilsonville, Oregon 97070
503.570.7778

800.757.3724
info@esci.us

www.esci.us

January 22, 2020

Brian Shay, Hoquiam City Administrator
609 8th Street
Hoquiam, WA 98550

Tom Hubbard, Aberdeen Fire Chief
700 W Market Street
Aberdeen, WA 98520

Pursuant to the request of both cities to provide a **Scope of Work** and **Quote** for the facilitation of a Regional Fire Authority Planning Committee (RFA-PC), ESCI is pleased to provide the following:

Don Bivins will be the ESCI point person and will facilitate RFA-PC meetings and provide premeeting prep. It is estimated that the process should be completed in ten meetings which results in a draft RFA plan. He will also be available to work with the staff at both fire departments to address operational issues to position the agencies for an RFA at an hourly rate over and above the flat rate for facilitation and meeting prep.

Facilitation includes pre-meeting prep, chairperson guidance between meetings and committee guidance during meetings. ESCI will provide the RFA plan template, the planning format, and will work with the chairperson (or staff as assigned) to set the meeting agendas.

The RFA-PC will assign staff to support the meetings and process, including taking roll of the members in attendance, recording audience or staff members in attendance, keeping minutes of each meeting, publishing the draft minutes for the RFA-PC to review ahead of time for approval at the next meeting, post meeting notices, provide RFA-PC meeting packets to planning committee members in advance of the next meeting, and manage correspondence.

ESCI will rely upon the two cities to secure the services of an attorney well versed in RFA formation to address legal questions that arise during the course of plan formation, as well as to review and approve the draft plan before it is acted upon by the RFA-PC and ultimately approved by the full councils.

Facilitation of the RFA-PC meetings (up to ten) and all of the premeeting prep and materials listed in this proposal will be performed for a flat rate of \$8,750 plus expenses, evenly divided between the two cities. ESCI will bill \$175 per hour for RFA-PC meetings beyond the ten anticipated and for any work requested by staff at both fire departments to address operational issues that position the agencies for an RFA. Invoicing for all ESCI activities will be performed monthly.

We are excited to see the agencies moving forward with the recommendations in the report and look forward to working with you. Please call if you have questions.

Don Bivins, ESCI Project Manager
(360) 608-1326 – direct phone



Emergency Services Consulting International

Providing Expertise and Guidance that Enhances Community Safety

PERSONAL SERVICES CONTRACT

This agreement made this ____ day of ____ 2020, by and between **City of Aberdeen/City of Hoquiam** and **Emergency Services Consulting International** doing business as an Oregon corporation in Wilsonville, Oregon, hereinafter called **ESCI**.

WITNESSETH:

1. For and in consideration of the payment, agreements, and scope of work herein attached as **Attachment A** to be made and performed, Client and *ESCI* hereby agree to commence and complete the consultation, to provide the work described, and comply with the terms of the contract to facilitate **Regional Fire Authority Planning Committee Meetings (Project)**. Initiation of this process will begin at the execution of this contract. Actual meeting dates will occur at mutually convenient dates and times, with an understanding that the parties are eager to maintain the momentum established in the recently completed Feasibility Study.
2. *ESCI* will furnish labor, materials, and other services necessary to complete the **Project** for Client, and Client shall provide to *ESCI* the information, data, and assistance required as specified in the attached scope of work.
3. Fees: The Client shall pay *ESCI* Eighty-Seven Hundred Fifty Dollars (\$8,750) plus actual expenses incurred (anticipated to be hotel, meals, and mileage using GSA per diem guidelines). *ESCI* will provide copies of receipts.
 - A. *ESCI* will invoice each agency equally for their portion of the meetings facilitated.
 - B. *ESCI* will charge for any client-requested work outside of the ten facilitated meetings at a rate of \$175/hour to be split evenly by Agencies
 - C. Payment shall be made within 30 days of receipt of invoice
 - D. Invoices will be submitted to Client each month reflecting work actually performed (progress billing) and at no time will the Client be billed for work that has not been completed.
4. This agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.
5. The laws of Washington shall govern this agreement.
6. *ESCI* shall comply with all federal, state, and local laws applicable to the work under this agreement.
7. Termination. Client may terminate this agreement for any reason upon thirty (30) days written notice to *ESCI*. Payment for all work completed and expenses incurred up to the time of termination shall be due immediately upon termination by Client.
8. Amendment. This agreement may be amended by mutual written agreement of all parties.

9. Independent Contractor. *ESCI* is engaged as an independent contractor and will be responsible for any federal or state taxes applicable to the payments under this agreement. *ESCI* is not currently employed by Client and will not be under the direct control of Client. Because *ESCI* is an independent contractor, Client will not be liable for any tax withholding, social security payments, state workers' compensation insurance, unemployment insurance, retirement system payments, or other similar expenses normally payable on behalf of employees of Client.
10. Indemnification. *ESCI* agrees to indemnify, defend, and hold harmless Client and its officers, agents and employees, from and against any and all claims, losses, actions, or judgments for damages or injury to persons or property arising out of or in connection with the acts and/or any performances or activities of *ESCI*, *ESCI's* agents, employees, or representatives under this Agreement.
11. Attorney Fees. If suit, action, or arbitration is brought either directly or indirectly to enforce the terms of this agreement, the prevailing party shall recover, and the losing party hereby agrees to pay, reasonable attorney's fees incurred in such proceeding, in the trial and appellate courts, as well as costs and disbursements as ordered by a court of competent jurisdiction.
12. This agreement is an integrated writing, executed by the parties after negotiation and discussions of all material provisions. None of the parties to this agreement have relied upon inducements, concessions, or representations of fact, except as set forth in this agreement.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, the agreement in two (2) copies, each of which shall be deemed an original, on the first date written above.

City of Aberdeen

By: _____ Title: _____ Date: _____
Signature

Attest: _____ Title: _____ Date: _____
Signature

City of Hoquiam

By: _____ Title: _____ Date: _____
Signature

Attest: _____ Title: _____ Date: _____
Signature

Emergency Services Consulting International

By: _____ Title: _____ Date: _____
Signature

Attest: _____ Title: _____ Date: _____
Signature

Attachment A

Pursuant to the request of both cities to provide a **Scope of Work** and **Quote** for the facilitation of a Regional Fire Authority Planning Committee (RFA-PC), ESCI is pleased to provide the following:

Don Bivins will be the ESCI point person and will facilitate RFA-PC meetings and provide premeeting prep. It is estimated that the process should be completed in ten meetings which results in a draft RFA plan. He will also be available to work with the staff at both fire departments to address operational issues to position the agencies for an RFA at an hourly rate over and above the flat rate for facilitation and meeting prep.

Facilitation includes pre-meeting prep, chairperson guidance between meetings and committee guidance during meetings. ESCI will provide the RFA plan template, the planning format, and will work with the chairperson (or staff as assigned) to set the meeting agendas.

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The two law firms ESCI is familiar with that have experience with RFA formation are:

Snure Law Office, PSC
Brian Snure
612 S. 227th St.
Des Moines, WA 98198
Phone: 206-824-5630
Email: Brian@snurelaw.com

Quinn and Quinn, P.S. (The Firehouse Lawyers)
Joseph F. Quinn
7403 Lakewood Drive West, Suite #11
Lakewood, WA 98499-7951
Phone: (253) 576-3232
Email: joequinn@firehouselawyer.com

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CIVIL SERVICE APPOINTMENT

I am requesting your approval for the Mayor's appointment of Council Member _____, John Martinson, and Margo Shortt to serve on the Civil Service Committee for a term of 4 years, expiring on December 31, 2024.

I am requesting your approval for the Mayor's appointment of Council Member _____, to serve on the Wellness Committee for a term of 4 years, expiring on December 31, 2024.

MUSEUM BOARD APPOINTMENT

I am requesting your approval for the Mayor's appointment of Dr. Vicki Mitchell to serve on the Aberdeen Board of Museum and History for a term of 2 years, expiring on December 31, 2021.