



LAKEWOOD CITY COUNCIL AGENDA

Monday February 5, 2024

7:00 P.M.

City of Lakewood

6000 Main Street SW

Lakewood, WA 98499

Residents can virtually attend City Council meetings by watching them live on the city's YouTube channel: <https://www.youtube.com/user/cityoflakewoodwa>

Those who do not have access to YouTube can participate via Zoom by either visiting <https://us02web.zoom.us/j/86872632373> or calling by telephone: Dial +1(253) 215- 8782 and enter participant ID: 868 7263 2373.

Virtual Comments: If you would like to provide virtual Public Comments or Testimony on Public Hearings during the meeting, you will need to join the Zoom meeting as an attendee by calling by telephone Dial +1(253) 215- 8782 and enter participant ID: 868 7263 2373 or visiting <https://us02web.zoom.us/j/86872632373>.

By Phone: For those participating by calling in by telephone (+1(253) 215- 8782 and enter participant ID: 868 7263 2373), to use the "Raise Hand" feature press *9 on your phone, to be called upon by the Mayor during the Public Comments or Public Hearings portion of the agenda. Your name or the last three digits of your phone number will be called out when it is your turn to speak. When using your phone to call in you may need to press *6 to unmute yourself. When you are unmuted please provide your name and city of residence. Each speaker will be allowed (3) three minutes to speak during the Public Comment and at each Public Hearing.

By ZOOM: For those using the ZOOM link (<https://us02web.zoom.us/j/86872632373>), upon entering the meeting, please enter your name or other chosen identifier. Use the "Raise Hand" feature to be called upon by the Mayor during the Public Comments or Public Hearings portion of the agenda. When you are unmuted please provide your name and city of residence. Each speaker will be allowed (3) three minutes to speak.

Outside of Public Comments and Public Hearings, all attendees on ZOOM will continue to have the ability to virtually raise your hand for the duration of the meeting. You will not be acknowledged and your microphone will remain muted except for when you are called upon.

Persons requesting special accommodations or language interpreters should contact the City Clerk, 253-983-7705, as soon as possible in advance of the Council meeting so that an attempt to provide the special accommodations can be made.

<http://www.cityoflakewood.us>

CALL TO ORDER**ROLL CALL****PLEDGE OF ALLEGIANCE****PROCLAMATIONS AND PRESENTATIONS**

- (5) 1. Proclamation declaring February, 2024 as Black History month.
2. Youth Council Report.
3. Clover Park School District Report.

PUBLIC COMMENTS**C O N S E N T A G E N D A**

- (7) A. Approval of the minutes of the City Council meeting of January 16, 2024.
- (12) B. Approval of the minutes of the City Council special meeting of January 22, 2024.
- (14) C. Approval of the minutes of the City Council study session of January 22, 2024.
- (18) D. Approval of claims vouchers, in the amount of \$5,943,245.44, for the period of December 16, 2023 through January 12, 2024.
- (62) E. Approval of payroll checks, in the amount of \$3,230,757.63, for the period of December 16, 2023 through January 15, 2024.
- (64) F. Motion No. 2024-09

Authorizing the execution of an agreement with KPG Psomas, Inc., in the amount of \$532,715.68, for design services related to the 100th Street SW project.

(133) G. Motion No. 2024-10

Authorizing the execution of an agreement with Parametrix, Inc., in the amount of \$353,115.01, for design services related to the Military Road project.

(206) H. Motion No. 2024-11

Authorizing the execution of a collective bargaining agreement with the American Federation of State, County and Municipal Employees (AFSCME) for the period of January 1, 2024 through December 31, 2027.

(262) I. Motion No. 2024-12

Authorizing the execution of an agreement with EDX Exhibits, in the amount of \$67,617, for the Nisqually Partnership Project design services.

(309) J. Motion No. 2024-13

Authorizing the execution of an agreement with AHBL, Inc., for planning and development engineering review services.

(321) K. Resolution No. 2024-04

Setting a public hearing on March 4, 2024, to consider the vacation of the 20 foot wide alley abutting Lots 1 through 14, Block 69 Town Plat of Lakeview.

(331) L. Items filed in the Office of the City Clerk:

1. Planning Commission meeting minutes of December 6, 2023.
2. Planning Commission meeting minutes of January 3, 2024.

R E G U L A R A G E N D A

ORDINANCE

(335) Ordinance No. 796

Granting a five (5) year, nonexclusive telecommunications franchise to Zayo Group, LLC; providing for severability; and establishing an effective date.

UNFINISHED BUSINESS

NEW BUSINESS

REPORTS BY THE CITY MANAGER

CITY COUNCIL COMMENTS

ADJOURNMENT

CITY OF LAKEWOOD



PROCLAMATION

WHEREAS, Black History Month is celebrated throughout the United States of America during the month of February and the 2024 Black History Month theme is “Art as a Platform for Social Justice”; and

WHEREAS, this theme highlights how Black and African American populations have resisted historic and ongoing oppression over the centuries and advocated for the right to be treated and seen as equal; and

WHEREAS, by resisting, Black Americans have achieved triumphs, successes, and progress as seen in the end of chattel slavery, dismantling of Jim and Jane Crow segregation in the South, increased political representation at all levels of government, desegregation of educational institutions, the passage of Civil Rights Act of 1964, the opening of the Smithsonian National Museum of African American History in Washington, DC and increased and diverse representation of Black experiences in media; and

WHEREAS, all Americans are reminded that our nation recognizes that all people are created equal and should be judged not by the color of their skin, but by the content of their character; and

WHEREAS, this observance affords an opportunity to reflect upon the journey and contributions of Black Americans and to honor the many Black leaders who have contributed to the progress of our nation; and

WHEREAS, since 2019 the city of Lakewood has celebrated local and national Black leaders through its Hidden Heroes campaign, which showcases individuals making a difference in their communities and this year's theme incorporated the voice of Black Student Union members in Lakewood who share why it is important for them to see Black leaders in varied career fields and professions; and

WHEREAS, there still exists the need to strengthen the insight of all our residents regarding the issues of human rights and to eliminate discrimination towards minority groups; and

WHEREAS, young people are encouraged to prepare to assume leadership roles to work towards the achievement of freedom, justice and equality; and

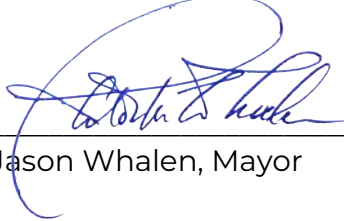
WHEREAS, the City of Lakewood is committed to the ideals of a free society and is a community of great cultural diversity which it values and celebrates, and is dedicated to the fraternity and community of all people.

NOW, THEREFORE, the Lakewood City Council do hereby proclaim February, 2024 as

BLACK HISTORY MONTH

in the City of Lakewood and urge all residents to join us in this observance by learning about our local hidden heroes through reading their stories that will be shared on the City of Lakewood website and watching the videos that will air on the city's social media.

PROCLAIMED this 5th day February, 2024.



Jason Whalen, Mayor



LAKEWOOD CITY COUNCIL MEETING MINUTES

Tuesday, January 16, 2024

City of Lakewood

6000 Main Street SW

Lakewood, WA 98499

<https://www.youtube.com/user/cityoflakewoodwa>

Telephone via Zoom: +1(253) 215-8782

Participant ID: 868 7263 2373

CALL TO ORDER

Mayor Whalen called the meeting to order at 7:00 p.m.

ROLL CALL

Councilmembers Present: 6 – Mayor Jason Whalen, Councilmembers Mike Brandstetter, Ryan Pearson, Patti Belle, J. Trestin Lauricella and Paul Bocchi.

Councilmembers Excused: 1 – Deputy Mayor Mary Moss.

PLEDGE OF ALLEGIANCE

Mayor Whalen paused for a moment of silence and led the Pledge of Allegiance.

PROCLAMATIONS AND PRESENTATIONS

Larry Saunders Service Award Presentation.

Bob Warfield, Lakewood Community Foundation Fund presented the 2023 Larry Saunders Service Award to Eleanor “Ellie” Wilson for her extraordinary community service and volunteerism.

Business Showcase.

Mayor Whalen recognized Jose Gonzales, Veterans Roofing, as the January, 2024 Business Showcase for his commitment and positive impact to the Lakewood community.

PUBLIC COMMENTS

Speaking before the Council were:

Dennis Haugen, Sioux Falls resident, spoke about topics not on the agenda.

Roxy Giddings, Parkland resident, spoke about topics not on the agenda.

James Dunlop, Lakewood resident, spoke about topics not on the agenda.

Vicky Stanich, Lakewood resident, spoke about topics not on the agenda.

Christina Manetti, Lakewood resident, spoke about topics not on the agenda.

Helen Wagner, Lakewood resident, spoke about topics not on the agenda.

Abraham Mirijalili, Lakewood resident, spoke about topics not on the agenda.

C O N S E N T A G E N D A

- A. Approval of the minutes of the City Council meeting of January 2, 2024.
- B. Approval of the minutes of the City Council study session of January 8, 2024.
- C. Motion No. 2024-05

 Authorizing the execution of a grant agreement with Washington State Emergency Management, in the amount of \$57,379, for Emergency Management Performance.
- D. Motion No. 2024-06

 Approving the Public Art Policy.
- E. Motion No. 2024-07

 Approving the citizens advisory board, committee and commission work plans.
- F. Motion No. 2024-08

 Reappointing Linda Smith to serve on the Greater Tacoma Regional Convention Center Public Facilities District Board through December 31, 2027.

G. Resolution No. 2024-01

Designating Elizabeth Pearson the official City of Lakewood representative to the Pierce County Conservation Futures and Open Space Citizens Advisory Board.

H. Items filed in the Office of the City Clerk:

1. Planning Commission meeting minutes of November 15, 2023

COUNCILMEMBER BRANDSTETTER MOVED TO ADOPT THE CONSENT AGENDA. SECONDED BY COUNCILMEMBER LAURICELLA. VOICE VOTE WAS TAKEN AND CARRIED UNANIMOUSLY.

R E G U L A R A G E N D A

PUBLIC HEARINGS AND APPEALS

This is the date set for a public hearing to consider a Resolution regarding the Clover Park School District 4-year replacement educational programs and operations levy coming before the voters on February 13, 2024.

Speaking before Council were:

Ron Banner, Clover Park School District, spoke about the Clover Park School District 4-year replacement educational programs and operations levy.

Alli Laska, Clover Park School District student, spoke in support of the Clover Park School District 4-year replacement educational programs and operations levy.

Lisa Boyd, Steilacoom resident, spoke in support of the Clover Park School District 4-year replacement educational programs and operations levy.

Vicky Stanich, Lakewood resident, spoke in support of the Clover Park School District 4-year replacement educational programs and operations levy.

Tate Bloom, Clover Park School District student, spoke in support of the Clover Park School District 4-year replacement educational programs and operations levy.

Lola Stephens, Lakewood resident, spoke in support of the Clover Park School District 4-year replacement educational programs and operations levy.

There being no further testimony, the public hearing was declared closed at 8:11 p.m.

UNFINISHED BUSINESS

None.

NEW BUSINESS

None.

REPORTS BY THE CITY MANAGER

City Manager Caulfield shared that in honor of Dr. Martin Luther King, Jr. the MLK 2024 celebration video was released on the website and various social media platforms.

He reported that the State Legislative Session kicked off last week and the city is engaged on various legislative priorities, it is anticipated that meetings with State Legislators will be scheduled for Thursday, January 25th.

He then announced the following upcoming meetings and events:

- January 19, 3:00 P.M., Clover Park School District Winter Graduation Ceremony, McGavick Conference Center
- January 20, 11:00 A.M., Welcome Walk, Fort Steilacoom Park
- January 25, Homeless Point In Time Count
- February 3, Caring for Kids, Happy Hearts Dinner & Auction, McGavick Conference Center

CITY COUNCIL COMMENTS

Councilmember Brandstetter spoke about the Clover Park School District Winter Graduation Ceremony. Brandstetter requested the City Council hold a Special Meeting on January 22nd in advance of the Study Session to consider a Resolution regarding the Clover Park School District 4-year replacement educational programs and operations levy, after discussion the City Council will set the Special Meeting.

Councilmember Pearson shared that he looks forward to attending the Welcome Walk and spoke about the Hipkins Road project.

Councilmember Lauricella thanked Veterans Roofing for their work in the community. He shared that he plans to attend the Welcome Walk, the South Sound 911 Board meeting, spoke about inclement weather and the Hipkins Road project.

Councilmember Belle thanked Veterans Roofing and those who spoke this evening during public comment and the public hearing.

Councilmember Bocchi shared that last week he attended the South Sound Housing Affordability Partners (SSHA³P) meeting and he plans to attend the Welcome Walk.

Mayor Whalen shared that this week he will attend the Pierce Transit Board meeting, the Pierce County Regional Council meeting and the Welcome Walk. He thanked those who provided public comments and testimony this evening. Mayor Whalen shared that he will be the Alternate on the Puget Sound Regional Council.

ADJOURNMENT

There being no further business, the meeting adjourned at 8:31 p.m.

JASON WHALEN, MAYOR

ATTEST:

BRIANA SCHUMACHER
CITY CLERK



LAKEWOOD CITY COUNCIL SPECIAL MEETING MINUTES

Monday, January 22, 2024

City of Lakewood

6000 Main Street SW

Lakewood, WA 98499

<https://www.youtube.com/user/cityoflakewoodwa>

Telephone via Zoom: +1(253) 215-8782

Participant ID: 868 7263 2373

CALL TO ORDER

Mayor Whalen called the meeting to order at 7:00 p.m.

ROLL CALL

Councilmembers Present: 6 – Mayor Jason Whalen, Deputy Mayor Mary Moss, Councilmembers Ryan Pearson, Patti Belle, J. Trestin Lauricella and Paul Bocchi.

Councilmembers Excused: 1 – Councilmember Mike Brandstetter.

PLEDGE OF ALLEGIANCE

Mayor Whalen paused for a moment of silence and led the Pledge of Allegiance.

R E G U L A R A G E N D A

RESOLUTION

Resolution No. 2024-02 Expressing support for the Clover Park School District Replacement Educational Programs and Operations Levy coming before the voters on February 13, 2024 as Proposition 1.

Councilmember Bocchi recused himself from voting on this matter due to a potential conflict of interest.

DEPUTY MAYOR MOSS MOVED TO ADOPT RESOLUTION NO. 2024-02.
SECONDED BY COUNCILMEMBER LAURICELLA. VOICE VOTE WAS TAKEN
AND CARRIED UNANIMOUSLY.

Resolution No. 2024-03 Expressing opposition for the Clover Park School District Replacement Educational Programs and Operations Levy coming before the voters on February 13, 2024 as Proposition 1.

THERE BEING NO MOTION, RESOLUTION NO. 2023-03 DIES.

ADJOURNMENT

There being no further business, the meeting adjourned at 7:10 p.m.

JASON WHALEN, MAYOR

ATTEST:

BRIANA SCHUMACHER
CITY CLERK



LAKEWOOD CITY COUNCIL MEETING MINUTES

Monday, January 22, 2024

City of Lakewood

6000 Main Street SW

Lakewood, WA 98499

<https://www.youtube.com/user/cityoflakewoodwa>

Telephone via Zoom: +1(253) 215-8782

Participant ID: 868 7263 2373

CALL TO ORDER

Mayor Whalen called the meeting to order at 7:10 p.m.

ROLL CALL

Councilmembers Present: 6 – Mayor Jason Whalen, Deputy Mayor Mary Moss, Councilmembers Ryan Pearson, Patti Belle, J. Trestin Lauricella and Paul Bocchi.

Councilmembers Excused: 1 – Councilmember Mike Brandstetter.

ITEMS FOR DISCUSSION:

State of Local Public Transportation in Pierce County.

Alexandra Mather, Governmental Affairs and Ryan Wheaton, Planner, Pierce Transit introduced themselves. Mather shared that Pierce Transit provides 4 services including bus, paratransit, rideshare and micro transit and has over 292 square miles of service area with 877 employees and is funded 85% from sales tax. She reviewed Pierce Transit's vision and priorities, equity index and community partnerships.

Wheaton provided an overview of major initiatives including base modifications to reconfigure and expand the footprint to allow electrifications and future high-capacity fleet, the post COVID era bus system recovery plan, improving connections to increase access, mobility and safety as well as high-capacity transit enhanced bus lines. Discussion ensued.

2024 Comprehensive Plan Periodic Review Update: Public Engagement, Project Scope, and Timeline.

Tiffany Speir, Long Range and Strategic Planning Manager provided an overview of the public engagement process for the 2024 Comprehensive Plan Periodic Review update which included 19 Planning Commission meetings and 9 City Council meetings, 2 websites noting that the

upcoming engagement opportunities are scheduled for January 23rd and February 28th. Speir then reviewed the scope of the updates and shared that the full package will be reviewed this year by the Planning Commission, followed by the City Council with final action needing to be completed by December 31, 2024 with an interim progress reporting being completed by 2029. Discussion ensued.

Special Events Update.

Mary Dodsworth, Parks, Recreation and Community Services Director and Lani Neil Recreation Coordinator, provided an overview of the special events that took place in 2023 and those scheduled for 2024. Discussion ensued.

ITEMS TENTATIVELY SCHEDULED FOR THE FEBRUARY 5, 2024 CITY COUNCIL MEETING:

1. Presentation declaring February, 2024 as Black History month.
2. Youth Council Report.
3. Clover Park School District Report.
4. Authorizing the execution of an agreement with KPG for the 100th Street project. – (Motion – Consent Agenda)
5. Authorizing the execution of an agreement for AHBL for planning services. – (Motion – Consent Agenda)
6. Authorizing the execution of an agreement with Parametrix for the design of the Military Road project. – (Motion – Consent Agenda)
7. Authorizing the execution of a franchise agreement with Zayo for communications. – (Ordinance – Regular Agenda)

REPORTS BY THE CITY MANAGER

City Manager Caulfield shared that the Association of Washington Cities is supporting a state legislative request to revise the 1% property tax cap to a 3% cap. After discussion, the City Council is not in support of this initiative at this time.

He then shared that Living Access Support Alliance (LASA) was awarded \$5 million from the Washington State Housing Trust Fund in support of their 25 unit housing project on Gravelly Lake Drive, which now fully funds the project.

He reported that last week, he met with representatives from Partners for Parks to receive an update on their capital campaign in support of the H-Barn project. An update will come forward at a future City Council meeting.

He then announced the following meetings and events:

- January 25, State Capitol Hill Day meetings with State Legislators, State Capitol, Olympia
- January 25-26, 2024 Homeless Point-in-Time Count (PIT) 2024
- February 3, 5:00 P.M., Caring for Kids Happy Hearts Dinner Auction, McGavick Conference Center
- February 5, 6:00 P.M., City Council photos, City Council Chambers
- February 7-8, Association of Washington Cities City Action Days, Saint Martin's University

CITY COUNCIL COMMENTS

Councilmember Pearson shared that he attended the Welcome Walk and this week he will attend the Parks and Recreation Advisory Board and the Puget Sound Regional Council meeting.

Councilmember Belle thanked those who presented this evening. Belle requested that the City Council review the flag policy and formalize it, this item will come forward at a future meeting.

Councilmember Lauricella shared that he attended the Welcome Walk and thanked those who presented this evening. Lauricella spoke about the Partners for Parks funding and meeting with residents of the community.

Councilmember Bocchi shared that last week he attended the Planning Commission meeting, Pierce County Regional Council meeting and enjoyed the Welcome Walk.

Deputy Mayor Moss shared that this week she will attend the 62nd Airlift Wing Social.

Mayor Whalen shared that last week he attended the Welcome Walk and the Pierce County Regional Council meeting.

Mayor Whalen announced that the City Council will recess into Executive Session for approximately 15 minutes pursuant to RCW 42.30.110(1)(i) to discuss with legal counsel litigation or potential litigation. The City Council is not expected to take action following the Executive Session other than to adjourn the meeting. The City Council recessed at 10:08 p.m. At 10:23 p.m., Mayor Whalen extended the Executive Session for an additional 15 minutes. The City Council reconvened at 10:32 p.m.

ADJOURNMENT

There being no further business, the meeting adjourned at 10:32 p.m.

JASON WHALEN, MAYOR

ATTEST:

BRIANA SCHUMACHER
CITY CLERK



To: Mayor and City Councilmembers

From: Tho Kraus, Deputy City Manager

Through: John J. Caulfield, City Manager

Date: February 05, 2024

Subject: Claims Voucher Approval

Check Run Period: December 16, 2023 – January 12, 2024

Total Amount: \$5,943,245.44

Checks Issued:

12/22/23	Check 98686	\$ 1.00
12/29/23	Checks 98687-98721	\$ 350,056.34
01/05/24	Checks 98722-98725	\$ 10,474.00
01/10/24	Check 98726	\$ 8,050.00
01/12/24	Checks 98727-98813	\$ 264,712.27

EFT Checks Issued:

12/22/23	Check 22913	\$ 19,620.25
12/29/23	Checks 22914-22983	\$ 425,043.03
01/05/24	Checks 22984-22993	\$ 3,098,399.49
01/12/24	Checks 22994-23090	\$ 1,766,889.06

Grand Total \$ 5,943,245.44

I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered, or the labor performed as described herein and that the claims are just and due obligations against the City of Lakewood, Washington, and that I am authorized to authenticate and certify said liens.

Dana Kapla
Assistant Finance Director

Tho Kraus
Deputy City Manager

John J. Caulfield
City Manager

City of Lakewood - Accounts Payable Voucher Report

Heritage Bank

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Check No.	Date	Vendor	Inv Date	Invoice	Description	Amount	Check Total
22913	12/22/2023	012975		FOSTER GARVEY PC.			\$19,620.25
301.0019.11.594.76.41.001			11/16/2023	2870062	PK Thru 10/31 Mirjalili/Lapert	13,042.40	
302.0083.21.595.20.61.007			11/16/2023	2870063	PWCP Thru 10/31 Takemoto Conde	6,577.85	
22914	12/29/2023	011594		AARDVARK BARK BLOWING.			\$3,137.85
001.0000.11.576.81.31.030			12/18/2023	17583	PKFC Red Bark: FSP	3,137.85	
22915	12/29/2023	002293		AHBL INC.			\$5,848.75
001.0000.07.558.60.41.001			11/30/2023	142343	CD AG 2023-166 10/26-11/25 Con	5,848.75	
22916	12/29/2023	012896		ALLIED BODY WORKS INC.			\$1,276.47
101.0000.11.542.66.31.001			12/7/2023	71017	PKFC Repl Parts: Snowdogg	1,276.47	
22917	12/29/2023	011713		ALLSTREAM.			\$1,537.26
503.0000.04.518.80.42.001			12/8/2023	20111968	IT 12/08/23-01/07/24 Phone	1,537.26	
22918	12/29/2023	011576		ALWAYS CONNECT SOLUTIONS.			\$12,635.99
503.0000.04.518.80.48.003			12/8/2023	INV-025115	IT-Netcloud Mobile Essentials	9,968.40	
503.0000.04.518.80.48.003			12/8/2023	INV-025115	IT-Netcloud Mobile Essentials	604.80	
503.0000.04.518.80.48.003			12/8/2023	INV-025115	IT-Netcloud Mobile Essentials	1,773.07	
503.0000.04.518.80.48.003			12/8/2023	INV-025115	IT-Netcloud Mobile Essentials	21.85	
503.0000.04.518.80.48.003			12/8/2023	INV-025115	Netcloud Mobile Essentials	267.87	
22919	12/29/2023	001685		AMAYA ELECTRIC CORP.			\$13,449.62
101.0000.00.223.40.00.000			12/22/2023	9312 Retainage Rel.	PW 2020-284 Retainage Release	1,368.10	
302.0000.00.223.40.00.000			12/22/2023	9312 Retainage Rel.	PW 2020-284 Retainage Release	1,997.41	
502.0000.00.223.40.00.000			12/22/2023	9312 Retainage Rel.	PW 2020-284 Retainage Release	12.65	
504.0000.00.223.40.00.000			12/22/2023	9312 Retainage Rel.	PW 2020-284 Retainage Release	10,090.92	
302.0004.21.595.30.63.001				9312-64 Corrected	PWCP Adj. Inv. 9312-64 Correct	-19.46	
22920	12/29/2023	000037		ASPHALT PATCH SYSTEMS INC.			\$12,181.29

Check No.	Date	Vendor	Inv Date	Invoice	Description	Amount	Check Total
101.0000	11.542.70.48.001		11/30/2023	54518	PKST Concrete Sidewalks		12,181.29
22921	12/29/2023	007445		ASSOCIATED PETROLEUM PRODUCTS.			\$2,193.50
501.0000	51.548.79.32.001		12/12/2023	23-986202	PKFL 11/28-12/12/23		59.57
501.0000	51.548.79.32.001		12/12/2023	23-986202	PKFL 11/28-12/12/23		164.42
501.0000	51.548.79.32.002		12/12/2023	23-986202	PKFL 11/28-12/12/23		101.28
501.0000	51.548.79.32.002		12/12/2023	23-986202	PKFL 11/28-12/12/23		40.11
501.0000	51.548.79.32.001		12/12/2023	23-986202	PKFL 11/28-12/12/23		30.98
501.0000	51.548.79.32.001		12/12/2023	23-986202	PKFL 11/28-12/12/23		95.32
501.0000	51.548.79.32.002		12/12/2023	23-986202	PKFL 11/28-12/12/23		112.40
501.0000	51.548.79.32.001		12/12/2023	23-986202	PKFL 11/28-12/12/23		121.93
501.0000	51.548.79.32.001		12/12/2023	23-986202	PKFL 11/28-12/12/23		175.54
501.0000	51.548.79.32.001		12/12/2023	23-986202	PKFL 11/28-12/12/23		283.57
501.0000	51.548.79.32.001		12/12/2023	23-986202	PKFL 11/28-12/12/23		161.64
501.0000	51.548.79.32.001		12/12/2023	23-986202	PKFL 11/28-12/12/23		213.27
501.0000	51.548.79.32.002		12/12/2023	23-986202	PKFL 11/28-12/12/23		3.97
501.0000	51.548.79.32.001		12/12/2023	23-986202	PKFL 11/28-12/12/23		139.01
501.0000	51.548.79.32.001		12/12/2023	23-986202	PKFL 11/28-12/12/23		108.03
501.0000	51.548.79.32.002		12/12/2023	23-986202	PKFL 11/28-12/12/23		17.87
501.0000	51.548.79.32.001		12/12/2023	23-986202	PKFL 11/28-12/12/23		159.26
501.0000	51.548.79.32.001		12/12/2023	23-986202	PKFL 11/28-12/12/23		115.18
501.0000	51.548.79.32.002		12/12/2023	23-986202	PKFL 11/28-12/12/23		90.15
22922	12/29/2023	013480		AVASEK LLC.			\$15,964.50
503.0050	04.518.80.41.001		12/10/2023	A3412	IT MSP Monthly Svc		14,500.00
503.0050	04.518.80.41.001		12/10/2023	A3412	Sales Tax		1,464.50
22923	12/29/2023	011039		BERK CONSULTING INC.			\$18,308.75
001.9999	07.558.65.41.001		12/14/2023	10708-11-23	CD AG 2022-241 2024 11/23 Comp		18,308.75
22924	12/29/2023	013068		BUD CLARY FORD HYUNDAI.			\$48,697.52
501.9999	51.594.48.64.005			3PX694	PKFL Discount For Prompt Pmt		-300.00
501.9999	51.594.48.64.005		12/11/2023	3PX694	PKFL Replacing 42630 (2006 Che		45,159.00
501.9999	51.594.48.64.005		12/11/2023	3PX694	Sales Tax		3,838.52

Check No.	Date	Vendor	Inv Date	Invoice	Description	Amount	Check Total
22925	12/29/2023	011701		BUENAVISTA SERVICES INC.			\$8,397.21
502.0000.17.518.30.41.001	12/20/2023	11302		PKFC 12/23 Janitorial Svcs		4,532.44	
502.0000.17.521.50.48.001	12/20/2023	11302		PKFC 12/23 Janitorial Svcs		2,313.93	
502.0000.17.542.65.48.001	12/20/2023	11302		PKFC 12/23 Janitorial Svcs		1,100.96	
001.0000.11.576.81.41.001	12/20/2023	11302		PKFC 12/23 Janitorial Svcs		449.88	
22926	12/29/2023	010262		CENTURYLINK.			\$1,087.73
503.0000.04.518.80.42.001	12/16/2023	253-582-0174 486B		IT 12/16/23-01/16/24 Phone		301.56	
503.0000.04.518.80.42.001	12/16/2023	253-582-0669 467B		IT 12/16/23-01/16/24 Phone		268.64	
503.0000.04.518.80.42.001	12/16/2023	253-582-1023 738B		IT 12/16/23-01/16/24 Phone		65.00	
503.0000.04.518.80.42.001	12/16/2023	253-582-7426 582B		IT 12/16/23-01/16/24 Phone		140.20	
503.0000.04.518.80.42.001	12/19/2023	253-588-0011 515B		IT 12/19/23-01/19/24 Phone		66.51	
503.0000.04.518.80.42.001	12/19/2023	253-588-4697 855B		IT 12/19/23-01/19/24 Phone		50.35	
503.0000.04.518.80.42.001	12/14/2023	253-589-8734 340B		IT 12/14/23-01/14/24 Phone		195.47	
22927	12/29/2023	003883		CHUCKALS INC.			\$171.99
001.0000.11.569.50.31.001	12/19/2023	1116728-0		PKSR Office Supplies		171.99	
22928	12/29/2023	000536		CITY TREASURER CITY OF TACOMA.			\$2,257.67
101.0000.11.542.64.47.005	12/20/2023	100228932 12/20/23		PKST 11/17-12/19 8300 Steil Bl		148.13	
101.0000.11.542.64.47.005	12/20/2023	100228949 12/20/23		PKST 11/17-12/19 8200 Steil Bl		69.17	
101.0000.11.542.64.47.005	12/21/2023	100228921 12/21/23		PKST 10/19-12/19 7702 Steil Bl		94.17	
101.0000.11.542.64.47.005	12/21/2023	100665891 12/21/23		PKST 11/18-12/20 7309 Onyx Dr		21.66	
101.0000.11.542.64.47.005	12/21/2023	101198351 12/21/23		PKST 10/20-12/20 9214 78th ST		152.87	
101.0000.11.542.63.47.006	12/21/2023	101316680 12/21/2023		PKST 10/19-12/19 7198 Steilaco		118.98	
101.0000.11.542.64.47.005	12/22/2023	100228754 12/22/23		PKST 10/21-12/21 11199 GLD SW		55.52	
101.0000.11.542.64.47.005	12/22/2023	100228973 12/22/23		PKST 10/21-12/21 10699 GLD SW		56.18	
101.0000.11.542.63.47.006	12/15/2023	100415564 12/15/23		PKST 11/10-12/13 9450 Steil Bl		81.97	
101.0000.11.542.63.47.006	12/15/2023	100415566 12/15/23		PKST 11/10-12/13 9000 Steil Bl		85.60	
101.0000.11.542.63.47.006	12/15/2023	100415597 12/15/23		PKST 11/10-12/13 10000 Steil B		74.56	
101.0000.11.542.63.47.006	12/15/2023	100471519 12/15/23		PKST 11/10-12/13 8312 87th St		53.18	
101.0000.11.542.64.47.005	12/15/2023	100658937 12/15/23		PKST 11/10-12/13 10300 Steil B		43.94	
101.0000.11.542.64.47.005	12/15/2023	100687561 12/15/23		PKST 11/10-12/13 8623 87th Ave		33.61	

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001.0000.11.576.81.47.005			12/15/2023	101076847 12/15/23	PKFC 11/10-12/13 8750 Steil Bl		142.16
101.0000.11.542.64.47.005			12/15/2023	101086773 12/15/23	PKST 11/10-12/13 9550 Steil Bl		28.98
101.0000.11.542.63.47.006			12/15/2023	101208464 12/15/23	PKST 10/14-12/14 8003 Onyx Dr		150.00
101.0000.11.542.64.47.005			12/13/2023	100432466 12/13/23	PKST 11/09-12/12 5911 112th St		2.07
101.0000.11.542.63.47.006			12/13/2023	100440754 12/13/23	PKST 11/08-12/11 7211 BPW W St		21.15
101.0000.11.542.64.47.005			12/13/2023	100892477 12/13/23	PKST 11/08-12/11 8108 John Dow		196.95
101.0000.11.542.64.47.005			12/13/2023	100905390 12/13/23	PKST 10/11-12/11 7429 BPW W		103.40
101.0000.11.542.63.47.006			12/19/2023	100440755 12/19/23	PKST 10/11-12/11 7001 BPW W #S		58.14
001.0000.11.576.81.47.005			12/18/2023	100384880 12/18/23	PKFC 11/15-12/15 8700 Steil Bl		18.66
101.0000.11.542.64.47.005			12/18/2023	101085191 12/18/23	PKST 10/17-12/15 6802 Steil Bl		107.36
001.0000.11.576.81.47.005			12/14/2023	100384879 12/14/23	PKFC 11/10-12/13 8750 Steil Bl		37.31
101.0000.11.542.63.47.006			12/12/2023	100349546 12/12/23	PKST 10/11-12/11 7210 BPW W -		65.60
101.0000.11.542.64.47.005			12/12/2023	100351985 12/12/23	PKST 10/11-12/11 7500 BPW SW #		228.81
101.0000.11.542.64.47.005			12/12/2023	100475269 12/12/23	PKST 10/11-12/11 6621 BPW W #S		3.40
101.0000.11.542.64.47.005			12/12/2023	100475274 12/12/23	PKST 10/11-12/11 6401 Flanagan		4.14
22929	12/29/2023	000099		CLOVER PARK SCHOOL DISTRICT.			\$743.83
001.0000.11.571.20.41.082			11/28/2023	2171	PKRC 12/9 Room Rental Fee		136.59
501.0000.51.548.79.32.001			12/21/2023	20555	PKFL 11/23 Fuel		607.24
22930	12/29/2023	000100		CLOVER PARK TECHNICAL COLLEGE.			\$60.00
001.0000.07.558.65.45.004			12/22/2023	02/28/24 Deposit 2/2	CD CPTC Rotunda 2nd Deposit Fo		60.00
22931	12/29/2023	009556		COMBINED SYSTEMS INC.			\$2,491.84
001.0000.15.521.26.31.020			9/15/2023	INV2302810	PD Ammunition Supplies		2,491.84
22932	12/29/2023	013162		D.A. HOGAN AND ASSOCIATES INC.			\$5,754.38
301.0031.11.594.76.41.001			7/31/2023	23-8180	PK AG 2021-331 Thru 07/23 Ft.		1,918.13
301.0031.11.594.76.41.001			11/30/2023	23-8364	PK AG 2021-331 Thru 11/23 Ft.		3,836.25
22933	12/29/2023	012028		DAY WIRELESS SYSTEMS.			\$2,455.24
001.0000.15.521.70.41.001			12/11/2023	INV804539	PD Radar Calibrations		2,455.24
22934	12/29/2023	011568		ENVIRONMENTAL SCIENCE ASSOC.			\$691.75

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301.0031.11.594.76.63.001			11/2/2023	190028	PK AG 2023-081 10/23 Ft. Steil		691.75
22935	12/29/2023	013576		EVERGREEN MOUNTAIN BIKE ALL..			\$80.00
301.0020.11.594.76.41.001			12/22/2023	3	PK AG 2023-179 11/23 Wards Lak		80.00
22936	12/29/2023	000066		FIRST RESPONDER OUTFITTERS INC.			\$559.37
001.0000.15.521.22.31.008			12/5/2023	202312FR027	PD Alterations		33.09
001.0000.15.521.22.31.008			12/14/2023	202312FR102	PD Jumpsuit: J. Johnson		526.28
22937	12/29/2023	011496		HAYWOOD. ALAN			\$1,575.00
101.0000.11.542.70.41.001			12/26/2023	562	PKST Tree Risk Assessment 9715		300.00
101.0000.11.542.70.41.001			12/26/2023	563	PKST Tree Risk Assessment 1102		300.00
101.0000.11.542.70.41.001			12/26/2023	564	PKST Tree Risk Assessment 7412		300.00
101.0000.11.542.70.41.001			12/26/2023	565	PKST Tree Risk Assessment 9207		300.00
101.0000.11.542.70.41.001			12/26/2023	566	PKST Tree Risk Assessment 1119		375.00
22938	12/29/2023	012308		HONEY BUCKET.			\$1,328.05
001.0000.11.576.80.41.001			12/14/2023	0553898129	PKFC 12/14/23-01/10/24 Sani-Ca		443.05
001.0000.11.571.20.41.082			12/15/2023	0553900892	PKFC 12/15-12/18 Sani-Can: 911		765.00
001.0000.02.523.30.47.004			12/11/2023	0553891217	MC 12/11/23-01/07/24 Sani-Can:		120.00
22939	12/29/2023	011106		J & J AUTOBODY REPAIR INC..			\$9,100.51
504.0000.09.518.35.48.001			12/13/2023	31696	PDFL 11/23 Insurance Repair		9,100.51
22940	12/29/2023	013282		J.A. BRENNAN ASSOC. PLLC.			\$37,226.25
301.0019.11.594.76.41.001			12/19/2023	202316-03	PK AG 2023-191 Thru 12/01 Edge		8,823.75
301.0019.11.594.76.41.001			12/19/2023	202317-03	PK AG 2023-200 Thru 12/01 Edge		28,402.50
22941	12/29/2023	008202		KPG PSOMAS INC.			\$6,373.00
311.0007.21.535.12.41.001			12/19/2023	203556	PWSC AG 2023-180 10/27-11/23 W		6,373.00
22942	12/29/2023	009964		LAKESIDE INDUSTRIES INC.			\$1,216.61
101.0000.11.542.30.31.030			12/20/2023	257365	PKST Street Pallet		1,216.61
22943	12/29/2023	003132		LAKEWOLD GARDENS.			\$7,321.32

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302.0135.21.595.30.63.001			12/26/2023	12/26/2023 Reimb	PW Landscape Matieral Reimb		7,321.32
22944	12/29/2023	008414		LAKEWOOD FORD.			\$2,751.86
501.0000.51.548.79.48.005			12/20/2023	LCCS516233	PKFL Oil Change & Steering Sus		2,499.13
501.0000.51.521.10.48.005			12/1/2023	LCCS516079	PDFL 11/23 Diagnostics		40.51
501.0000.51.521.10.48.005			12/1/2023	LCCS516079	PDFL 11/23 Cooling		212.22
22945	12/29/2023	000288		LAKEWOOD HARDWARE & PAINT INC.			\$224.46
001.0000.11.542.70.31.001			12/20/2023	730024	PKST Steel Rake		74.85
502.0000.17.518.35.31.001			12/19/2023	729908	PKFC Paint		149.61
22946	12/29/2023	000298		LAKEWOOD TOWING.			\$378.74
001.0000.15.521.10.41.070			12/22/2023	253177	PD 12/20 Chev Silverado		290.66
001.0000.15.521.10.41.070			12/15/2002	253013	PD 12/12 GMC Vandura		88.08
22947	12/29/2023	003008		LARSEN SIGN CO.			\$168.46
101.0000.11.544.90.31.001			12/15/2023	33497	PK Vinyl Decals		49.55
101.0000.11.544.90.31.001			12/12/2023	33477	PK Decals		118.91
22948	12/29/2023	010474		LECO SUPPLY.			\$1,486.82
001.0000.11.576.80.31.001			12/27/2023	217711	PKFC Gloves		1,486.82
22949	12/29/2023	000360		MCCLATCHY COMPANY LLC.			\$2,933.92
302.0083.21.595.30.44.001			11/30/2023	225601	PWCP Ad For Bids Hipkins Rd		885.88
302.0098.21.595.30.44.001			11/30/2023	225601	PWCP Ad For Bids Pine St Sidew		896.92
001.0000.06.514.30.44.001			11/30/2023	225601	LG Public Hearing Notice '23-'		388.48
001.0000.06.514.30.44.001			11/30/2023	225601	LG Ord. No. 794		190.66
001.0000.06.514.30.44.001			11/30/2023	225601	LG Ord. No. 796		201.70
001.0000.07.558.60.44.001			11/30/2023	225601	CD NOA SSD Permit 9542 & SEPA		179.62
001.0000.06.514.30.44.001			11/30/2023	225601	LG Ord. No. 792		190.66
22950	12/29/2023	009724		MILES RESOURCES LLC.			\$118.43
101.0000.11.542.30.31.030			12/18/2023	352074	PKST Cold Mix		118.43
22951	12/29/2023	000364		NORTHWEST BUILDING LLC.			\$1,438.00

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502.0000.17.521.50.48.009			12/14/2023	12/14/2023	PKFC 2023 Overage Est Shortfal		1,438.00
22952	12/29/2023	012794		OMIGA SOLUTIONS LLC.			\$7,810.99
503.0000.04.518.80.48.003			11/29/2023	1098	IT 2023 OCourt & Collect R		7,810.99
22953	12/29/2023	013644		PALACE CASINO.			\$11,000.00
001.0000.00.316.84.00.000			12/26/2023	12/26/2023 Refund	FN Refund: 11/23 Excessive Cas		11,000.00
22954	12/29/2023	010255		PAPE' MACHINERY EXCHANGE.			\$831.66
501.0000.51.548.79.48.005			12/19/2023	657291	PKFL Replaced Air Box		831.66
22955	12/29/2023	000407		PIERCE COUNTY.			\$1,122.60
631.0003.02.586.10.00.010			12/22/2023	11/23 Court Remit	MC 11/23 Court Remit		526.60
105.0001.07.559.20.41.001			12/5/2023	CI-343657	AB/PWSC 11/23 Recordings		434.00
311.0000.01.535.30.41.001			12/5/2023	CI-343657	AB/PWSC 11/23 Recordings		54.00
401.0021.41.531.10.41.001			12/5/2023	CI-343657	AB/PWSC 11/23 Recordings		108.00
22956	12/29/2023	010630		PRINT NW.			\$18,601.47
401.0000.41.531.10.49.005			12/7/2023	39324801	PWSW Business Cards: Katie Fos		94.76
106.0000.11.573.20.41.001			11/21/2023	36630501	PK Signal Box Wraps & Install:		1,839.22
001.0000.03.557.20.41.001			12/21/2023	D394722P	CD/CM/PKFC Postage For Periodi		5,600.00
001.0000.11.571.20.44.001			12/21/2023	D394722P	CD/CM/PKFC Postage For Periodi		2,647.79
001.0000.07.558.65.42.002			12/21/2023	D394722P	CD/CM/PKFC Postage For Periodi		8,247.79
001.0000.01.511.60.49.005			12/15/2023	39389001	CM Busines Cards: COL		171.91
22957	12/29/2023	007183		PRO-VAC.			\$2,435.12
401.0000.11.531.10.48.001			11/17/2023	198410	PKFC Clean Storm At PD Station		1,625.45
401.0000.11.531.10.48.001			11/17/2323	198163	PKSW AG 2018-151D 11/17 Cleani		809.67
22958	12/29/2023	000445		PUGET SOUND ENERGY.			\$3,796.30
101.0000.11.542.63.47.006			12/19/2023	220033539960 12/2023	PKST 11/16-12/18 9210 Elwood D		215.18
302.0096.21.595.30.63.001			12/19/2023	400003983394	PW Electric Svc Line: 14630 Un		912.07
302.0135.21.595.30.63.001			12/19/2023	400004020204	PW Electric Svc Line: Lights:		912.07
502.0000.17.518.35.47.011			12/19/2023	200018357661 12/2023	PKFC 11/16-12/18 6000 Main St		1,602.96

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001.0000.11.576.81.47.005			12/20/2023	200001527551 12/2023	PKFC 11/17-12/19 9115 Angle Ln		154.02
22959	12/29/2023	013553		REDWOOD TOXICOLOGY LAB INC.			\$497.12
001.0000.02.523.30.41.001			11/30/2023	308529	MC 11/23 UA's		299.12
001.0000.02.523.30.41.001			12/8/2023	813663	MC UA's		198.00
22960	12/29/2023	011932		ROBERT W. DROLL.			\$34,809.18
301.0027.11.594.76.41.001			11/25/2023	22008-13	PK AG 2022-118 Thru 11/25 Amer		34,809.18
22961	12/29/2023	004775		SAN DIEGO POLICE EQUIP CO.			\$11,950.25
001.0000.15.521.10.31.020			12/4/2023	659782	PD CCI-53834 Speer Lawman 9mm		10,854.00
001.0000.15.521.10.31.020			12/4/2023	659782	Sales Tax		1,096.25
22962	12/29/2023	013330		SAURI, MARCO A			\$2,000.00
001.9999.11.565.10.41.020			12/20/2023	36	PKHS AG 2023-170 12/16-12/31 L		2,000.00
22963	12/29/2023	009723		SHERIDAN, SELINDA			\$169.20
001.0000.11.569.50.41.001			12/15/2023	12/04-12/18/2023	PKSR 12/04-12/18 Sumi Art Clas		169.20
22964	12/29/2023	003267		SOUTH TACOMA GLASS SPECIALISTS.			\$688.13
501.0000.51.521.10.48.005			12/14/2023	69564	PDFL 12/23 Glass		688.13
22965	12/29/2023	002881		SPRAGUE PEST SOLUTIONS CO.			\$84.06
502.0000.17.518.35.41.001			12/12/2023	5301193	PKFC 12/12 Gen Pest Control Sv		84.06
22966	12/29/2023	009493		STAPLES ADVANTAGE.			\$2,363.68
001.0000.15.521.10.31.001			12/2/2023	3554001290	PD Office Supplies		203.04
001.0000.02.512.50.31.001			12/3/2023	3554083386	MC Office Supplies		92.86
001.0000.02.512.50.31.001			11/25/2023	3553277921	MC Office Supplies		1,189.27
001.0000.02.512.50.31.001			11/25/2023	3553277928	MC Wall Holder		32.35
001.0000.02.512.50.31.001			11/28/2023	3553454747	MC Office Supplies		108.66
001.0000.15.521.10.31.001			12/6/2023	3554191768	PD Office Supplies		32.24
001.0000.15.521.10.31.001			12/5/2023	3554121262	PD Office Supplies		34.58
001.0000.15.521.10.31.001			12/8/2023	3554336728	PD Office Supplies		635.03
001.0000.15.521.10.31.001			12/8/2023	3554336729	PD Office Supplies		35.65

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22967	12/29/2023	010842		SUPPRESSION SYSTEMS INC.			\$902.82
101.0000.11.542.64.41.001			11/22/2023	25898	PKFC Semi-Annual PM: 8902 Mead	451.41	
502.0000.17.521.50.41.001			11/22/2023	25899	PKFC Semi-Annual PM: PD	451.41	
22968	12/29/2023	006497		SYSTEMS FOR PUBLIC SAFETY.			\$10,219.59
504.0000.09.518.35.48.001			12/7/2023	45396	RM Claim # 2023-0053B Veh # 40	364.16	
501.0000.51.521.10.48.005			12/7/2023	45770	PDFL 11/23 Steering	243.07	
501.0000.51.521.10.48.005			12/7/2023	45770	PDFL 12/23 Tires	877.08	
501.0000.51.521.10.48.005			12/7/2023	45770	PDFL 12/23 Electrical	183.04	
501.0000.51.521.10.48.005			12/7/2023	45770	PDFL 12/23 Other	28.90	
501.0000.51.521.10.48.005			12/13/2023	45872	PDFL 12/23 Other	104.04	
501.0000.51.521.10.48.005			12/13/2023	45900	PDFL 12/23 Other	82.85	
501.0000.51.521.10.48.005			12/20/2023	45910	PDFL 12/23 Tire Repairs	52.02	
501.0000.51.521.10.48.005			12/20/2023	45911	PDFL 12/23 Tire Repairs	131.79	
501.0000.51.521.10.48.005			12/20/2023	45921	PDFL 12/23 Tire Repairs	52.02	
501.0000.51.521.10.48.005			12/20/2023	45943	PDFL 12/23 Oil Change	102.07	
501.0000.51.521.10.48.005			12/20/2023	45943	PDFL 12/23 Safety Inspection	22.63	
501.0000.51.521.10.48.005			12/20/2023	45943	PDFL 12/23 Tire Rotation	52.35	
501.0000.51.521.10.48.005			12/20/2023	45947	PDFL 12/23 Electrical	59.43	
501.0000.51.521.10.48.005			12/20/2023	45947	PDFL 12/23 Tire Repairs	41.62	
501.0000.51.521.10.48.005			12/20/2023	45947	PDFL 12/23 Other	24.00	
501.0000.51.521.10.48.005			12/21/2023	45086	PDFL 12/23 Alternator	1,017.85	
501.0000.51.521.10.48.005			12/21/2023	45086	PDFL 12/23 Battery	350.03	
501.0000.51.521.10.48.005			12/21/2023	45086	PDFL 12/23 Tire	227.08	
501.0000.51.521.10.48.005			12/21/2023	45086	PDFL 12/23 Other	690.52	
501.0000.51.521.10.48.005			12/21/2023	45605	PDFL 12/23 Parts	857.24	
501.0000.51.521.10.48.005			12/21/2023	45850	PDFL 12/23 Other	104.04	
501.0000.51.521.10.48.005			12/21/2023	45906	PDFL 12/23 Oil Change	102.82	
501.0000.51.521.10.48.005			12/21/2023	45906	PDFL 12/23 Safety Inspecton	1,282.73	
501.0000.51.521.10.48.005			12/21/2023	45962	PDFL 12/23 Tire	95.38	
501.0000.51.521.10.48.005			12/21/2023	45967	PDFL 12/23 Other	332.44	
504.0000.09.518.35.48.001			12/21/2023	45970	RM Claim # 2023-0069B Veh #408	2,227.88	

Check No.	Date	Vendor	Inv Date	Invoice	Description	Amount	Check Total
501.0000.51.521.10.48.005			12/21/2023	46007	PDFL 12/23 Electrical		510.51
22969	12/29/2023	000540		TACOMA RUBBER STAMP.			\$21.35
401.0000.41.531.10.31.001			12/13/2023	1-719550-1	PWSW Name Plate: Katie Foster		21.35
22970	12/29/2023	011317		TETRA TECH INC.			\$609.60
401.0018.41.531.10.41.001			12/19/2023	52175540	PWSW AG 2018-164 10/28-11/24 W		609.60
22971	12/29/2023	013167		TOBIN. MARIA			\$237.20
192.0000.00.558.60.43.003			12/28/2023	11/05-11/08 Per Diem	CD ADC Installation Innovation		26.20
192.0000.00.558.60.43.004			12/28/2023	11/05-11/08 Per Diem	CD ADC Installation Innovation		211.00
22972	12/29/2023	008186		TRCVB.			\$9,542.31
104.0016.01.557.30.41.001			11/30/2023	LW-2023-11	HM AG 2023-049 11/23 Lodging T		9,542.31
22973	12/29/2023	000153		TYLER TECHNOLOGIES INC.			\$2,400.00
503.0000.04.518.80.41.001			12/13/2023	045-448687	IT 12/04-12/08 New Cashiering		2,400.00
22974	12/29/2023	013216		VERITONE INC.			\$703.32
503.0000.04.518.80.48.003			12/13/2023	596250	IT Redact Application: Overage		638.80
503.0000.04.518.80.48.003			12/13/2023	596250	Sales Tax		64.52
22975	12/29/2023	012914		VERIZON COMMUNICATIONS INC.			\$1,616.78
503.0000.04.518.80.42.001			12/8/2023	Z9293978	IT Thru 12/31 Internet		1,616.78
22976	12/29/2023	002509		VERIZON WIRELESS.			\$538.83
503.0000.04.518.80.42.001			12/16/2023	9951895835	IT 11/17-12/16 Phone		215.93
503.0000.04.518.80.42.001			12/16/2023	9951895836	IT 11/17-12/16 Phone		322.90
22977	12/29/2023	011595		WALTER E NELSON CO.			\$522.22
101.0000.11.544.90.31.001			12/15/2023	960311	PKFC Maint Supplies		331.20
502.0000.17.518.35.31.001			12/21/2023	961339	PKFC Maint Supplies		191.02
22978	12/29/2023	000593		WASHINGTON STATE TREASURER.			\$46,162.03
631.0002.07.586.10.00.040			12/28/2023	11/23 Bldg Code	CD 11/23 State Bldg. Code		671.00

Check No.	Date	Vendor	Inv Date	Invoice	Description	Amount	Check Total
631.0002.02.586.10.00.020			12/22/2023	11/23 Court Remit	MC 11/23 Court Remit		16,929.62
631.0002.02.586.10.00.010			12/22/2023	11/23 Court Remit	MC 11/23 Court Remit		10,175.41
631.0002.02.586.10.00.090			12/22/2023	11/23 Court Remit	MC 11/23 Court Remit		50.82
631.0002.02.586.10.00.210			12/22/2023	11/23 Court Remit	MC 11/23 Court Remit		14.67
631.0002.02.586.10.00.060			12/22/2023	11/23 Court Remit	MC 11/23 Court Remit		1,657.76
631.0002.02.586.10.00.130			12/22/2023	11/23 Court Remit	MC 11/23 Court Remit		83.18
631.0002.02.586.10.00.140			12/22/2023	11/23 Court Remit	MC 11/23 Court Remit		66.29
631.0002.02.586.10.00.150			12/22/2023	11/23 Court Remit	MC 11/23 Court Remit		3,314.50
631.0002.02.586.10.00.160			12/22/2023	11/23 Court Remit	MC 11/23 Court Remit		1,578.14
631.0002.02.586.89.26.000			12/22/2023	11/23 Court Remit	MC 11/23 Court Remit		1,740.76
631.0002.02.586.10.00.030			12/22/2023	11/23 Court Remit	MC 11/23 Court Remit		8,257.09
631.0002.02.586.10.00.050			12/22/2023	11/23 Court Remit	MC 11/23 Court Remit		1,622.79
22979	12/29/2023	012410		WATT BANKS. LISA			\$2,008.75
001.9999.11.565.10.41.020			12/20/2023	110	PKHS AG 2023-170 12/16-12/31 L		2,008.75
22980	12/29/2023	006166		WESTERN TOWING SERVICES.			\$176.16
001.0000.15.521.10.41.070			12/13/2023	23-41082	PD 12/13 Ford Taurus		88.08
001.0000.15.521.10.41.070			12/13/2023	23-41083	PD 12/13 Chevrolet Suburban		88.08
22981	12/29/2023	013384		WORK WORLD. WHISTLE WORKWEAR.			\$163.22
001.0000.11.576.80.31.008			12/19/2023	INV2070004943	PKFC Boots: G. Eaglin		163.22
22982	12/29/2023	001882		YWCA PIERCE COUNTY.			\$6,045.85
001.0000.11.565.10.41.020			10/12/2023	Q3/23	PKHS AG 2023-008 Q3/23 DV Shel		6,045.85
22983	12/29/2023	001272		ZUMAR INDUSTRIES INC.			\$11,389.30
101.0000.11.542.64.31.001			12/20/2023	45901	PKST Signs		2,904.45
101.0000.11.542.64.31.001			12/20/2023	45902	PKST Maint Supplies		8,484.85
22984	1/5/2024	000046		ASSOC OF WASHINGTON CITIES.			\$84,838.85
001.0000.99.518.40.49.001			1/1/2024	121201	ND 2024 AWC City Membership		50,540.00
504.0000.09.518.12.41.001			1/1/2024	121982	RM 2024 D&A Consortium Members		800.00
504.0000.09.518.12.41.001			1/1/2024	121982	RM 2024 Workers' Comp Retro Pr		33,498.85

Check No.	Date	Vendor	Inv Date	Invoice	Description	Amount	Check Total
22985	1/5/2024	009936		FILEONO INC.			\$17,135.85
503.0000.04.518.80.48.003			10/23/2023	11288	Sales Tax	1,571.95	
503.0000.04.518.80.48.003			10/23/2023	11288	IT 01/01-12/31 Software Maint	15,563.90	
22986	1/5/2024	000364		NORTHWEST BUILDING LLC.			\$4,690.00
502.0000.17.521.50.48.009			1/1/2024	Q1/24	PKFC Q1/24 Lkwd Industrial Pk-	4,690.00	
22987	1/5/2024	009152		PUBLIC FINANCE INC.			\$330.66
202.0000.01.514.20.41.001			1/2/2024	0002495	DS Q1/24 LID Admin: CLID No. 1	94.47	
202.0000.02.514.20.41.001			1/2/2024	0002495	DS Q1/24 LID Admin: CLID No. 1	47.24	
202.0000.03.514.20.41.001			1/2/2024	0002495	DS Q1/24 LID Admin: CLID No. 1	188.95	
22988	1/5/2024	000446		PUGET SOUND CLEAN AIR AGENCY.			\$165.00
001.0000.11.576.81.41.001			11/18/2023	20242418	PK 2024 Reg Fee For: 8802 Dres	165.00	
22989	1/5/2024	013224		READY REBOUND INC.			\$30,525.03
504.0000.09.518.12.41.001			12/2/2023	2841	RM 01/01-12/31 Recover Svc Agr	30,525.03	
22990	1/5/2024	002912		SOUND ELECTRONICS.			\$168.28
502.0000.17.518.35.48.001			12/6/2023	515684	PKFC Q1/24 Security Monitoring	65.89	
502.0000.17.521.50.48.001			12/6/2023	515685	PKFC Q1/24 Fire Alarm Monitori	102.39	
22991	1/5/2024	011628		SYNAPTEC SOFTWARE INC.			\$2,920.00
503.0000.04.518.80.48.003			11/28/2023	5794	IT 01/01-12/31 LawBase Annual	2,920.00	
22992	1/5/2024	000153		TYLER TECHNOLOGIES INC.			\$76,908.82
503.0000.04.518.80.48.003			12/1/2023	045-445577	IT 2024 Eden Support	76,908.82	
22993	1/5/2024	009107		WASHINGTON CITIES INSURANCE.			\$2,880,717.00
504.0000.09.518.31.46.001			1/1/2024	200180	RM 2024 Auto Physical Damage A	128,762.00	
504.0000.09.518.31.46.001			1/1/2024	200180	RM 2024 Equipment Breakdown As	8,707.00	
504.0000.09.518.31.46.001			1/1/2024	200180	RM 2024 Crime Fidelity Assessm	1,223.00	
504.0000.09.518.31.46.001			1/1/2024	200180	RM 2024 Liability Assessment	2,366,448.00	
504.0000.09.518.31.46.001			1/1/2024	200180	RM 2024 Property Assessment	375,577.00	

Check No.	Date	Vendor	Inv Date	Invoice	Description	Amount	Check Total
22994	1/12/2024	010395		ARAMARK REFRESHMENT SERVICES.			\$229.91
001.0000.99.518.40.45.004		12/28/2023	8070966	ND 12/23 Water Filtration Unit		94.02	
001.0000.99.518.40.45.004		12/28/2023	8071883	ND 12/23 Water Filtration Uni		93.15	
001.0000.99.518.40.45.004		12/28/2023	8072202	ND 12/23 Water Filtration Uni		42.74	
22995	1/12/2024	010220		ASIA PACIFIC CULTURAL CENTER.			\$5,625.00
001.0000.11.565.10.41.020		1/8/2024	Q4/23	PKHS AG 2023-064 Q4/23 Promise		5,625.00	
22996	1/12/2024	007445		ASSOCIATED PETROLEUM PRODUCTS.			\$14,827.14
501.0000.51.521.10.32.001		12/13/2023	23-987091	PD 11/27 -12/13 Fuel		12,987.70	
501.0000.51.548.79.32.002		12/26/2023	23995484	PKFL 11/29-12/26/23		8.70	
501.0000.51.548.79.32.001		12/26/2023	23995484	PKFL 11/29-12/26/23		152.27	
501.0000.51.548.79.32.001		12/26/2023	23995484	PKFL 11/29-12/26/23		158.36	
501.0000.51.548.79.32.001		12/26/2023	23995484	PKFL 11/29-12/26/23		178.81	
501.0000.51.548.79.32.002		12/26/2023	23995484	PKFL 11/29-12/26/23		187.08	
501.0000.51.548.79.32.002		12/26/2023	23995484	PKFL 11/29-12/26/23		231.45	
501.0000.51.548.79.32.001		12/26/2023	23995484	PKFL 11/29-12/26/23		220.58	
501.0000.51.548.79.32.002		12/26/2023	23995484	PKFL 11/29-12/26/23		43.51	
501.0000.51.548.79.32.002		12/26/2023	23995484	PKFL 11/29-12/26/23		53.95	
501.0000.51.548.79.32.001		12/26/2023	23995484	PKFL 11/29-12/26/23		48.73	
501.0000.51.548.79.32.002		12/26/2023	23995484	PKFL 11/29-12/26/23		111.38	
501.0000.51.548.79.32.001		12/26/2023	23995484	PKFL 11/29-12/26/23		100.93	
501.0000.51.548.79.32.001		12/26/2023	23995484	PKFL 11/29-12/26/23		108.77	
501.0000.51.548.79.32.001		12/26/2023	23995484	PKFL 11/29-12/26/23		117.47	
501.0000.51.548.79.32.001		12/26/2023	23995484	PKFL 11/29-12/26/23		117.45	
22997	1/12/2024	012523		AXON ENTERPRISE INC.			\$66,176.57
503.0044.04.518.80.35.010		12/27/2023	INUS213988	IT Camera Licensing		66,176.57	
22998	1/12/2024	013336		BENNETT. SHANNON			\$504.81
001.0000.11.565.10.31.001		12/19/2023	463354020718261	PKHS Youth Council Hygeine/Hol		504.81	
22999	1/12/2024	011039		BERK CONSULTING INC.			\$11,863.97

Check No.	Date	Vendor	Inv Date	Invoice	Description	Amount	Check Total
192.0014.07.558.60.41.001			12/15/2023	10793-11-23	SSMP AG 2023-087 11/23 Militar		3,837.50
001.9999.07.558.65.41.001			1/4/2024	10708-12-23	CD AG 2022-241 2024 12/23 Comp		8,026.47
23000	1/12/2024	012259		BEYLER CONSULTING LLC.			\$11,244.90
301.0019.11.594.76.41.001			12/27/2023	14110	PK Edgewater Pk ROW		11,244.90
23001	1/12/2024	009770		BRUCE DEES & ASSOCIATES.			\$618.00
301.0032.11.594.76.41.001			1/3/2024	6706	PK AG 2020-169 Springbrook Par		618.00
23002	1/12/2024	011701		BUENAVISTA SERVICES INC.			\$384.65
001.0000.11.576.81.41.001			1/1/2024	11334	PKFC 12/23 Pavilion Janitorial		384.65
23003	1/12/2024	010262		CENTURYLINK.			\$83.27
503.0000.04.518.80.42.001			12/23/2023	206-T31-6789 758B	IT 12/23/23-01/23/24 Phone		83.27
23004	1/12/2024	000536		CITY TREASURER CITY OF TACOMA.			\$11,989.90
101.0000.11.542.64.47.005			12/26/2023	100254732 12/26/23	PKST 11/21-12/21 11023 GLD SW		22.91
101.0000.11.542.64.47.005			12/26/2023	100463704 12/26/23	PKST 10/24-12/22 8211 Phillips		4.14
101.0000.11.542.64.47.005			12/26/2023	100463705 12/26/23	PKST 10/24-12/22 7912 Phillips		4.14
101.0000.11.542.64.47.005			12/26/2023	100463706 12/26/23	PKST 10/24-12/22 7902 Steil Bl		4.14
101.0000.11.542.64.47.005			12/26/2023	100463728 12/26/23	PKST 10/24-12/22 10227 GLD SW		4.14
101.0000.11.542.64.47.005			12/26/2023	100463794 12/26/23	PKST 10/24-12/22 7621 Steil Bl		4.14
101.0000.11.542.64.47.005			12/26/2023	100707975 12/26/23	PKST 11/21-12/21 7403 Lkwd Dr		44.75
101.0000.11.542.63.47.006			12/26/2023	101088135 12/26/23	PKST 10/24-12/22 8104 Phillips		53.80
101.0000.11.542.64.47.005			1/10/2024	100463729 01/10/24	PKST 11/05/23-0109/24 8203 Cus		4.14
101.0000.11.542.64.47.005			1/10/2024	100575626 01/10/24	PKST 11/05/23-0109/24 8901 BPW		91.88
101.0000.11.542.64.47.005			1/10/2024	100681481 01/10/24	PKST 11/05/23-0109/24 8601 BPW		123.80
101.0000.11.542.64.47.005			1/4/2024	100230603 01/4/24	PKST 12/01-01/01 7429 Custer R		27.64
101.0000.11.542.63.47.006			1/4/2024	100230616 01/04/24	PKST 12/01-01/02 7400 Custer R		35.47
101.0000.11.542.63.47.006			1/2/2024	100223530 01/02/24	PKST 11/30-12/28 9315 GLD SW		2,478.24
101.0000.11.542.64.47.005			1/3/2024	100233510 01/03/24	PKST 11/30-12/28 2310 84th St		19.84
101.0000.11.542.64.47.005			12/27/2023	101315810 12/27/23	PKST 10/24-12/22 7500 Steilaco		71.96
502.0000.17.518.35.47.005			12/28/2023	100113209 12/28/23	PKFC 11/28-12/27 6000 Main St		8,798.88
101.0000.11.542.63.47.006			12/28/2023	100218262 12/28/23	PKST 11/28-12/27 10601 Main St		88.67

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101.0000.11.542.63.47.006			12/28/2023	100218270 12/28/23	PKST 11/28-12/27 10602 Main St		19.75
101.0000.11.542.64.47.005			12/28/2023	100218275 12/28/23	PKST 11/28-12/27 10511 GLD SW		87.47
23005	1/12/2024	000104		COMMUNITIES IN SCHOOLS.			\$6,250.00
001.0000.11.565.10.41.020			1/9/2024	Q4/23	PKHS AG 2023-038 Q4/23 School-		6,250.00
23006	1/12/2024	000107		COMMUNITY HEALTH CARE.			\$10,500.00
001.0000.11.565.10.41.020			12/31/2023	Q2-Q4/23	PKHS AG 2023-027 Q2-Q4/23 Prom		10,500.00
23007	1/12/2024	013441		DOAN. MYCHI			\$280.00
001.0000.02.512.51.49.009			1/4/2024	December 2023	MC 12/07 Interpreter		140.00
001.0000.02.512.51.49.009			1/4/2024	December 23	MC 12/21 Interpreter		140.00
23008	1/12/2024	003950		EMERGENCY FOOD NETWORK OF.			\$5,625.00
001.0000.11.565.10.41.020			12/29/2023	2013066	PKHS AG 2023-011 Q4/23 Co-Op F		5,625.00
23009	1/12/2024	011568		ENVIRONMENTAL SCIENCE ASSOC.			\$3,836.78
301.0031.11.594.76.63.001			1/4/2024	192041	PK AG 2023-081 11/01/23 thru 1		3,836.78
23010	1/12/2024	013406		FERNANDEZ. PATREA M			\$1,000.00
001.0000.11.571.20.41.001			1/11/2024	December 2023	PKFC 12/23 Yoga		1,000.00
23011	1/12/2024	000066		FIRST RESPONDER OUTFITTERS INC.			\$1,912.66
001.0000.15.521.30.31.008			12/23/2023	202312FR212	PD Jumpsuit: C. Buck		727.98
001.0000.15.521.22.31.008			12/28/2023	202312FR201	PD Jumpsuit: S. Brown		1,184.68
23012	1/12/2024	008185		FOOD CONNECTION.			\$3,750.00
001.0000.11.565.10.41.020			1/6/2024	Q4/23	PKHS AG 2023-023 Q4/23 Emergen		3,750.00
23013	1/12/2024	012975		FOSTER GARVEY PC.			\$12,285.15
301.0019.11.594.76.41.001			12/21/2023	2874002	PK Mirjalili/Lapertosa Propert		4,421.70
302.0083.21.595.20.61.007			12/21/2023	2874003	PWCP Thru 11/30 Takemoto Conde		2,042.70
301.0031.11.594.76.63.001			12/21/2023	2874004	PK FSP Boundary Line Adj		1,761.75
001.0000.13.558.70.41.001			12/21/2023	2874005	ED Thru 11/30 Downtown Park -		2,391.75
192.0011.07.558.60.41.001			12/21/2023	2874006	SSMP Thru 11/30 JBLM-Clear Zon		182.25

Check No.	Date	Vendor	Inv Date	Invoice	Description	Amount	Check Total
001.0000.13.558.70.41.001			11/16/2023	2870064	ED Thru 10/31 Downtown Park -		1,485.00
23014	1/12/2024	007965		GORDON THOMAS HONEYWELL.			\$8,672.00
001.0000.03.513.10.41.001			12/31/2023	December 2023 1014	CM AG 2022-233 12/23 Gov'tl Af		5,260.00
192.0000.00.558.60.41.001			12/31/2023	December 2023 1185	SSMCP AG 2023-005 12/23 Gov'tl		3,412.00
23015	1/12/2024	012423		GUARDIAN ALLIANCE TECH INC..			\$90.00
001.0000.15.521.40.41.001			12/31/2023	22268	PD 12/23 Software Platform & S		90.00
23016	1/12/2024	005586		HISTORIC FORT STEILACOOM ASSOC.			\$3,954.14
104.0003.01.557.30.41.001			1/2/2024	01/02/24 For 2023	HM AG 2023-042 Lodging Tax Gra		3,954.14
23017	1/12/2024	008765		HOLDEN POLYGRAPH LLC.			\$650.00
001.0000.15.521.40.41.001			12/27/2023	187	PD 12/01 & 12/05 Polygraph Tes		650.00
23018	1/12/2024	011300		HORWATH LAW PLLC.			\$50,327.50
001.0000.99.512.51.41.004			1/9/2024	December 2023	ND AG-2020-203 Public Defender		45,125.00
001.9999.02.512.51.41.001			1/9/2024	December 2023	MC 12/23 Investigator Svcs		2,975.50
001.9999.02.512.51.41.001			1/9/2024	December 2023	MC 12/23 Sicial Worker Svcs		2,227.00
23019	1/12/2024	011106		J & J AUTOBODY REPAIR INC..			\$6,845.70
504.0000.09.518.39.48.001			9/20/2023	31649	RM Claim #2023-0052		6,845.70
23020	1/12/2024	013282		J.A. BRENNAN ASSOC. PLLC.			\$36,968.54
301.0019.11.594.76.41.001			11/9/2023	202316-02	PK AG 2023-191 Thru 10/27 Edge		1,878.50
301.0019.11.594.76.41.001			11/9/2023	202317-02	PK AG 2023-200 thru 10/27 Edge		10,507.38
301.0019.11.594.76.41.001			1/5/2024	202316-04	PK AG 2023-191 Thru 12/31 Edge		334.00
301.0019.11.594.76.41.001			1/5/2024	202317-04	PK AG 2023-200 Thru 12/23 Edge		24,248.66
23021	1/12/2024	011985		JAMES GUERRERO ARCHITECT INC.			\$2,790.00
301.0055.11.594.76.41.001			11/20/2023	5416	PK Library Log Relocation		540.00
301.0055.11.594.76.41.001			12/20/2023	5421	PK Library Log Relocation		2,250.00
23022	1/12/2024	002018		KRAZAN & ASSOCIATES INC.			\$3,930.00
301.0031.11.594.76.41.001			1/2/2024	INV F610610-6035	PK AG 2023-146 12/23 Special		710.00

Check No.	Date	Vendor	Inv Date	Invoice	Description	Amount	Check Total
301.0031.11.594.76.41.001			1/3/2024	INV F610527-6035	PK AG 2023-146 11/23 Special		3,220.00
23023	1/12/2024	011410		L.N. CURTIS AND SONS.			\$348.90
001.0000.15.521.26.31.008			8/30/2023	INV741515	PD Shirts: M. Eakes		56.13
001.0000.15.521.22.31.008			8/30/2023	INV741658	PD Pants: J. Pettit		154.12
001.0000.15.521.26.31.008				CA39479	PD Return: Pants		-77.06
001.0000.15.521.26.31.008				CM39489	PD Return Shirts		-56.13
001.0000.15.521.26.31.008			8/23/2023	INV739304	PD Pants: Meeks		168.39
001.0000.15.521.22.31.008			8/25/2023	INV740218	PD Jacket: M. Eakes		103.45
23024	1/12/2024	003132		LAKEWOLD GARDENS.			\$35,130.62
104.0004.01.557.30.41.001			12/18/2023	12/18/23	FN AG 2023-045 Lodging Tax Gra		35,130.62
23025	1/12/2024	012346		LAKEWOOD BUILDING MAINT. LLC.			\$1,216.12
001.0000.11.576.80.41.001			1/2/2024	1041	PK AG 2023-126 12/23 Janitoria		1,153.26
001.0000.11.576.81.41.001			1/2/2024	1041	PK AG 2023-126 12/23 Janitoria		62.86
23026	1/12/2024	000280		LAKEWOOD CHAMBER OF COMMERCE.			\$9,500.00
104.0023.01.557.30.41.001			12/26/2023	12/23 Lights	HM AG 2023-0043 12/23 Night Of		9,500.00
23027	1/12/2024	000288		LAKEWOOD HARDWARE & PAINT INC.			\$1.10
001.0000.11.542.70.31.001				730476	PKST Return: Steel Rake		-33.99
001.0000.11.542.70.31.001				730476	Sales Tax		-3.43
001.0000.11.542.70.31.001			12/28/2023	730476	PKST Rake		34.99
001.0000.11.542.70.31.001			12/28/2023	730476	Sales Tax		3.53
23028	1/12/2024	005490		LAKEWOOD PLAYHOUSE.			\$20,705.66
104.0013.01.557.30.41.001			1/10/2024	08/01-12/31/23	HM AG 2023-048 08/01-12/31 Lod		20,705.66
23029	1/12/2024	000298		LAKEWOOD TOWING.			\$616.00
001.0000.15.521.10.41.070			1/4/2024	251226	PD 09/19-09/22 Towing		616.00
23030	1/12/2024	002390		LASA.			\$11,250.00
001.0000.11.565.10.41.020			1/6/2024	Q1-Q3/23	PKHS AG 2023-032 Q1-Q3/23 Emer		11,250.00

Check No.	Date	Vendor	Inv Date	Invoice	Description	Amount	Check Total
23031	1/12/2024	010434		LEE. YOUNG			\$345.50
001.0000.02.512.51.49.009			1/4/2024	December 2023	MC 12/23 Interpreter		345.50
23032	1/12/2024	002296		LEXIS NEXIS.			\$939.15
503.0000.04.518.80.49.004			12/31/2023	3094858314	IT 12/23 LexisNexis		939.15
23033	1/12/2024	009711		LEXIS NEXIS RISK DATA MGMT INC.			\$220.20
001.0000.15.521.10.41.001			12/31/2023	1226184-20231231	PD 12/23 Person Searches		220.20
23034	1/12/2024	002185		LOWE'S COMPANIES INC.			\$435.96
502.0000.17.518.35.31.001				981851	PKFC Return: Maint Supplies		-31.37
502.0000.17.518.35.31.001				991667	PKGC Return: Maint Supplies		-14.62
502.0000.17.521.50.31.001			11/9/2023	923254	PKFC Maint Supplies		17.22
502.0000.17.518.35.31.001			10/30/2023	923052	PKFC Maint Supplies		53.85
502.0000.17.521.50.31.001			10/30/2023	923656	PKFC Maint Supplies		13.59
502.0000.17.518.35.31.001			11/6/2023	923489	PKFC Maint Supplies		46.57
502.0000.17.518.35.31.001			11/6/2023	981904	PKFC Maint Supplies		53.10
502.0000.17.521.50.31.001			11/6/2023	982042	PKFC Maint Supplies		29.24
502.0000.17.521.50.31.001			11/7/2023	958588	PKFC Maint Supplies		20.91
502.0000.17.518.35.31.001			11/20/2023	923006	PKFC Maint Supplies		73.17
502.0000.17.521.50.31.001			11/20/2023	923744	PKFC Maint Supplies		96.01
502.0000.17.518.35.31.001			11/22/2023	981849	PKFC Maint Supplies		17.11
502.0000.17.521.50.31.001			11/22/2023	981852	PKFC Maint Supplies		7.09
502.0000.17.518.35.31.001			11/13/2023	923080	PKFC Maint Supplies		2.71
502.0000.17.518.35.31.001			11/13/2023	923177	PKFC Maint Supplies		5.39
502.0000.17.518.35.31.001			10/27/2023	923517	PKFC Maint Supplies		31.37
502.0000.17.518.35.31.001			10/27/2023	991394	PKFC Maint Supplies		14.62
23035	1/12/2024	010674		MACKAY COMMUNICATIONS INC.			\$55.08
503.0000.04.518.80.48.003			12/24/2023	SB_202311_74189	IT PD 11/23 Air-Time AQ01968		55.08
23036	1/12/2024	013015		MAKING A DIFFERENCE FOUNDATION.			\$7,378.56
001.0000.11.565.10.41.020			1/6/2024	Q4/23	PKHS AG 2023-013 Q4/23 Eloise'		7,378.56

Check No.	Date	Vendor	Inv Date	Invoice	Description	Amount	Check Total
23037	1/12/2024	013462		MATRIX DESIGN GROUP.			\$28,000.00
192.0014.07.558.60.41.001		11/15/2023	41342		SSMP AG 2023-076 Thru 10/31 Ho		28,000.00
23038	1/12/2024	000360		MCCLATCHY COMPANY LLC.			\$1,777.86
001.0000.07.558.60.44.001		12/31/2023	230332		CD NOA Starlite Warehouse Land		223.78
001.0000.07.558.60.44.001		12/31/2023	230332		CD NOA Starlight Trailer Parki		234.82
001.0000.06.514.30.44.001		12/31/2023	230332		LG Ord. 795		179.62
001.0000.07.558.60.44.001		12/31/2023	230332		CD NOA SEPA cklist Appl Permit		240.34
401.0024.41.531.10.44.001		12/31/2023	230332		PWSW RFQ Clover Creek Floodpla		719.68
001.0000.07.558.60.44.001		12/31/2023	230332		CD NOA Short Plat Appl # 9848		179.62
23039	1/12/2024	009724		MILES RESOURCES LLC.			\$344.98
101.0000.11.542.30.31.030		12/31/2023	352414		PKST Cold Mix		114.23
101.0000.11.542.30.31.030		12/25/2023	352296		PKST Cold Mix- Concrete		230.75
23040	1/12/2024	005146		MOTOROLA SOLUTIONS. INC.			\$3,026.43
001.0000.15.521.10.35.010		12/16/2023	8281784143		PD Impress 2 Li-Ion Battery 34		2,748.80
001.0000.15.521.10.35.010		12/16/2023	8281784143		Sales Tax		277.63
23041	1/12/2024	000721		MULTICARE HEALTHWORKS.			\$1,014.00
001.0000.09.518.10.41.001		1/2/2024	158965		HR 12/11 Exam-Law Enf Officer,		1,014.00
23042	1/12/2024	013550		OASIS YOUTH CENTER.			\$6,338.13
001.0000.11.565.10.41.020		1/9/2024	Q4/23		PKHS AG 2023-054 Q4/23 Oasis Y		6,338.13
23043	1/12/2024	013399		ODP BUSINESS SOLUTIONS. LLC.			\$381.50
001.0000.11.565.10.49.005		1/5/2024	342991292001		PK Yth Council Holiday Cards		381.50
23044	1/12/2024	000407		PIERCE COUNTY.			\$14,754.97
001.0000.15.521.22.49.005		1/3/2024	CI-344872		PD 12/23 Printing Services		502.97
101.0000.11.542.64.41.001		12/26/2023	CI-344379		PKST 11/23 Traffic Ops. Maint.		14,252.00
23045	1/12/2024	000428		PIERCE COUNTY SEWER.			\$1,224.59
502.0000.17.518.35.47.004		1/1/2024	870307 01/01/24		PKFC 12/23 6000 Main St SW		153.17
001.0000.11.576.80.47.004		1/1/2024	936570 01/01/24		PKFC 12/23 6002 Fairlawn DR SW		25.49

Check No.	Date	Vendor	Inv Date	Invoice	Description	Amount	Check Total
001.0000.11.576.80.47.004			1/1/2024	1032275 01/01/24	PKFC 12/23 8421 Pine St S		25.49
502.0000.17.521.50.47.004			1/1/2024	1360914 01/01/24	PKFC 12/23 9401 Lkwd Dr SW		397.44
001.0000.11.576.81.47.004			1/1/2024	1431285 01/01/24	PKFC 12/23 9107 Angle Ln SW Co		114.32
101.0000.11.543.50.47.004			1/1/2024	1552201 01/01/24	PKST 12/23 9420 Front St S		34.74
001.0000.11.576.80.47.004			1/1/2024	162489 01/01/24	PKFC 12/23 9222 Veterans Dr SW		103.21
001.0000.11.576.81.47.004			1/1/2024	2020548 01/01/24	PKFC 12/23 8200 87th Ave SW Sh		58.81
001.0000.11.576.81.47.004			1/1/2024	2029430 01/01/24	PKFC 12/23 9101 Angle Ln SW		66.64
001.0000.11.576.81.47.001			1/1/2024	2067277 01/01/24	PKFC 12/23 9251 Angle LN SW		130.96
001.0000.11.576.80.47.004			1/1/2024	2079712 01/01/24	PK 12/23 8928 North Thorne Ln		114.32
23046	1/12/2024	007183		PRO-VAC.			\$2,818.26
401.0000.11.531.10.48.001			11/10/2023	197555	PKSW 11/10 Storm Drain Cleanin		2,818.26
23047	1/12/2024	008199		PUBLIC SAFETY TESTING.			\$1,500.00
001.0000.15.521.40.41.001			12/28/2023	2023-1476	PD Q4/23 Recruitment Testing		1,500.00
23048	1/12/2024	000445		PUGET SOUND ENERGY.			\$2,987.40
001.0000.11.576.80.47.005			1/2/2024	200001526637 1/2/24	PKFC 11/30-12/29 9222 Veteran'		27.90
101.0000.11.542.63.47.006			1/2/2024	200006381095 1/2/24	PKST 11/30-12/29 7819 150th St		34.15
101.0000.11.542.63.47.006			1/2/2024	220008814687 1/2/24	PKST 11/30-12/29 7000 150th St		28.90
001.0000.11.576.80.47.005			1/2/2024	220018963391 1/2/24	PKFC 11/30-12/29 10365 112th S		75.82
101.0000.11.542.63.47.005			1/2/2024	220025290614 1/2/24	PKST 11/30-12/29 12702 Vernon		306.59
101.0000.11.542.63.47.005			1/2/2024	220025290630 1/2/24	PKST 11/30-12/29 8299 Veterans		188.82
001.0000.11.576.80.47.005			1/2/2024	220026435523 1/2/24	PKFC 11/30-12/29 8928 N Thorne		99.73
101.0000.11.542.63.47.006			1/2/2024	220028304982 1/2/24	PKST 11/30-12/29 12810 Gravell		157.04
101.0000.11.542.63.47.005			1/2/2024	220029285701 1/2/24	PK 11/30-12/29 12319 GLD SW Li		191.71
101.0000.11.542.63.47.005			1/2/2024	220030615417 1/2/24	PKST 11/30-12/29 11828 Gravell		128.02
101.0000.11.542.63.47.005			1/2/2024	220031520764 1/2/24	PKST 11/30-12/29 12112 Edgewoo		118.63
101.0000.11.542.63.47.006			1/2/2024	220032386637 1/2/24	PKST 11/30-12/29 9201 WA Blvd		145.28
101.0000.11.542.63.47.006			1/2/2024	220034217525 1/2/24	PKST 12/14-12/29 8601 WA Blvd		97.37
101.0000.11.542.63.47.005			1/2/2024	220034218267 1/2/24	PKST 12/17-12/29 14630 Union A		17.16
001.0000.11.576.81.47.005			12/26/2023	300000010896 12/23	PKFC 11/17-12/19 Ft Steil Park		720.03
001.0000.11.576.81.47.005			12/26/2023	300000010938 12/23	PKFC 11/17-12/19 8802 Dresden		311.67

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001.0000.11.576.81.47.005			12/22/2023	200001527346 12/23	PKFC 11/21-12/21 8714 87th Ave		10.99
001.0000.11.576.81.47.005			12/22/2023	220024933081 12/23	PKFC 11/21-12/21 8714 87th Ave		190.48
101.0000.11.542.64.47.005			12/22/2023	3000000005037 12/23	PKST 11/30-12/18 Gravelly Lk &		137.11
23049	1/12/2024	012953		R. L. ALIA COMPANY.			\$354,338.98
302.0114.21.595.30.63.001			12/31/2023	AG 2023-135 PP # 4	PWCP AG 2023-135 09/02-12/31 1		52,500.00
302.0000.00.223.40.00.000			12/31/2023	AG 2023-135 PP # 4	PWCP AG 2023-135 Retainage		-2,625.00
302.0142.21.595.30.63.001			12/31/2023	AG 2023-222 PP # 1	PWCP AG 2023-222 12/01-12/31		320,488.40
302.0000.00.223.40.00.000			12/31/2023	AG 2023-222 PP # 1	PWCP AG 2023-222 Retainage		-16,024.42
23050	1/12/2024	007505		REDFLEX TRAFFIC SYSTEMS INC.			\$32,240.00
001.0000.15.521.71.41.080			12/31/2023	INV0067826	PD 12/23 Photo Enforcement		32,240.00
23051	1/12/2024	004775		SAN DIEGO POLICE EQUIP CO.			\$29,335.67
001.0000.15.521.10.31.020			12/11/2023	659797	PD CCI-53834 Speer Lawman 9mm		21,708.00
001.0000.15.521.10.31.020			12/11/2023	659797	Sales Tax		2,192.51
001.0000.15.521.10.31.020			12/11/2023	659802	PD Speer Gold DOT 9MM 124 GDHP		4,936.56
001.0000.15.521.10.31.020			12/11/2023	659802	Sales Tax		498.60
23052	1/12/2024	012020		SHELL, MICHAEL			\$140.00
001.0000.02.512.51.49.009			1/4/2024	December 2023	MC 12/23 Interpreter		140.00
23053	1/12/2024	010348		SME SOLUTIONS, LLC.			\$10,005.76
502.0000.17.521.50.48.001			10/18/2023	2199622	PKOM - PD - SCOPE OF WORK - LA		6,812.00
502.0000.17.521.50.48.001			10/18/2023	2199622	PKOM - PD - MATERIALS - Permit		2,275.88
502.0000.17.521.50.48.001			10/18/2023	2199622	Sales Tax		917.88
23054	1/12/2024	002913		SOUND ENERGY SYSTEMS.			\$495.45
502.0000.17.521.50.48.001			1/4/2024	109523	PKFC 12/13 Resolve Cold Issue		495.45
23055	1/12/2024	013496		SOUND PACIFIC CONSTRUCTION LLC.			\$561,342.60
302.0083.21.595.30.63.001			12/31/2023	AG 2023-235 PP # 1	PWCP AG 2023-235 12/11-12/31 H		406,355.00
302.0083.21.534.30.63.001			12/31/2023	AG 2023-235 PP # 1	PWCP AG 2023-235 12/11-12/31 H		154,987.60
23056	1/12/2024	011046		SPEIR, TIFFANY			\$34.75

Check No.	Date	Vendor	Inv Date	Invoice	Description	Amount	Check Total
001.0000.07.558.65.42.002			12/18/2023	940383427249	CD Mail Boundary Line Adjust.		34.75
23057	1/12/2024	002881		SPRAGUE PEST SOLUTIONS CO.			\$116.74
001.0000.11.576.81.41.001			12/30/2023	5301321	PKFC 12/30 Pest Control 9115 A		116.74
23058	1/12/2024	009493		STAPLES ADVANTAGE.			\$302.46
001.0000.15.521.10.31.001			12/14/2023	3554729695	PD Datastick		71.71
101.0000.21.544.20.31.001			12/12/2023	3554590288	PWST Clipboards		17.88
001.0000.02.512.50.31.001			12/5/2023	3554121261	MC Pedestal Sign		225.44
001.0000.02.512.50.31.001			12/7/2023	3554254467	MC Handset		25.75
001.0000.02.512.50.31.001				3554254466	MC Refund: Clear Acry		-108.66
401.0000.41.531.10.35.001			12/21/2023	3555214054	PWSW UC-2000 Stereo Headset		58.67
001.0000.04.514.20.31.001			12/21/2023	3555214055	FN Pens, Tape Dispenser		11.67
23059	1/12/2024	011544		STOWE DEV AND STRATEGIES.			\$18,500.00
001.9999.13.558.70.41.001			1/8/2024	Lakewood TIF 005	ED AG 2023-082 12/23 Tax Incre		18,500.00
23060	1/12/2024	002458		SUMMIT LAW GROUP.			\$10,673.00
001.0000.15.521.10.41.001			12/18/2023	150198	PD 11/23 COL: Joseph Wellman		195.00
001.0000.15.521.10.41.001			12/18/2023	150651	PD 11/23 COL: General Labor		10,478.00
23061	1/12/2024	011013		TANNE. CARL			\$184.54
001.0000.02.512.51.49.009			1/4/2024	December 2023	MC 12/23 Interpreter		184.54
23062	1/12/2024	011317		TETRA TECH INC.			\$4,145.40
401.0018.41.531.10.41.001			1/10/2024	52183465	PWSW AG 2018-164 11/25-12/31 W		4,145.40
23063	1/12/2024	012922		TIMBER COAST CONSTRUCTION.			\$20,716.48
190.4008.52.559.32.41.001			1/10/2024	83-20	CDBG MHR-198 Hulburt		4,143.29
190.4008.52.559.32.41.001			12/29/2023	83-14	CDBG MHR-198 Hulburt		16,573.19
23064	1/12/2024	008186		TRCVB.			\$18,985.00
104.0016.01.557.30.41.001			12/31/2023	LW-2023-12	HM AG 2023-049 12/23 Lodging T		18,985.00
23065	1/12/2024	007885		ULINE. INC.			\$335.46

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001.0000.15.521.80.31.001			12/19/2023	172323937	PD Storage File Box Kit		335.46
23066	1/12/2024	012914		VERIZON COMMUNICATIONS INC.			\$248.71
503.0000.04.518.80.42.001			1/2/2024	358000053018	IT 12/23 GPS		248.71
23067	1/12/2024	002509		VERIZON WIRELESS.			\$1,216.99
180.0000.15.521.21.42.001			12/26/2023	9952767049	IT 11/27-12/26 Phone		378.99
503.0000.04.518.80.42.001			12/26/2023	9952767049	IT 11/27-12/26 Phone		838.00
23068	1/12/2024	010064		VILLIERS-FURZE. MICHELLE			\$706.72
001.0000.02.512.51.49.009			1/4/2024	December 2023	MC 12/23 Interpreter		706.72
23069	1/12/2024	010239		WEST PIERCE FIRE & RESCUE.			\$40,378.72
196.6004.99.518.63.41.001			1/4/2024	INV24-001	ARPA AG 2021-364 Q4/23 Service		40,378.72
23070	1/12/2024	006166		WESTERN TOWING SERVICES.			\$88.08
001.0000.15.521.10.41.070			1/2/2024	23-41136	PD 12/29 Toyota Highlander		88.08
23071	1/12/2024	000046		ASSOC OF WASHINGTON CITIES.			\$200.00
001.0000.03.513.10.41.001			1/3/2024	122631	CM City Action Days 2024: Caul		200.00
23072	1/12/2024	010262		CENTURYLINK.			\$229.34
503.0000.04.518.80.42.001			1/2/2024	253-581-8220 448B	IT 01/02-02/02 Phone		66.65
503.0000.04.518.80.42.001			1/2/2024	253-584-2263 463B	IT 01/01-02/01 Phone		96.04
503.0000.04.518.80.42.001			1/1/2024	253-584-5364 399B	IT 01/01-02/01 Phone		66.65
23073	1/12/2024	000536		CITY TREASURER CITY OF TACOMA.			\$37,845.00
001.0000.15.521.10.49.020			1/1/2024	CI-91184994	PD Q1/24 Radio User Fees		37,845.00
23074	1/12/2024	009936		FILEONO INC.			\$5,053.59
001.0000.15.521.80.48.002			10/23/2023	11289	PD 01/01/24-12/31/24 FileOnQ S		5,053.59
23075	1/12/2024	004036		HORIZON AUTOMATIC RAIN CO.			\$142.12
001.0000.11.542.70.31.030			1/5/2024	3N166126	PKST Manure Fork 5 Tine Wood H		142.12

Check No.	Date	Vendor	Inv Date	Invoice	Description	Amount	Check Total
23076	1/12/2024	010885		JOHNSTON GROUP LLC.			\$5,250.00
001.0000.03.513.10.41.001		1/2/2024	1600		CM AG 2023-218 01/24 Fed. Gov.		5,250.00
23077	1/12/2024	000288		LAKEWOOD HARDWARE & PAINT INC.			\$49.15
001.0000.11.542.70.31.030		1/8/2024	731175		PKST Flower Seeds		49.15
23078	1/12/2024	012794		OMIGA SOLUTIONS LLC.			\$2,190.00
503.0000.04.518.80.48.003		1/8/2024	1118		IT 01/2024-12/2024 OCourt E Do		2,190.00
23079	1/12/2024	009317		OPTIC FUSION INC.			\$1,524.28
503.0000.04.518.80.42.001		1/1/2024	95-20054		IT 01/24 Internet Connectivity		1,524.28
23080	1/12/2024	013621		ORCHARD TERRACE APARTMENTS.			\$2,150.00
190.3007.52.559.32.41.001		12/27/2023	W Thompson-H-03		CDBG EADR W Thompson Rent, Dep		2,150.00
23081	1/12/2024	011068		RAIN NETWORKS.			\$1,572.23
503.0000.04.518.80.48.003		1/8/2024	130727		IT Barracuda Email Security Ga		1,428.00
503.0000.04.518.80.48.003		1/8/2024	130727		Sales Tax		144.23
23082	1/12/2024	013330		SAURI. MARCO A			\$2,000.00
001.9999.11.565.10.41.020		1/15/2024	37		PKHS AG 2023-170 01/01-01/15 L		2,000.00
23083	1/12/2024	000508		SISTER CITIES INTERNATIONAL.			\$810.00
001.0000.99.513.10.49.001		1/8/2024	12365		ND 02/01/24-01/30/25 Sister Ci		810.00
23084	1/12/2024	010656		SOUTH SOUND 911.			\$163,897.50
001.0000.15.521.10.41.126		1/4/2024	2701		PD 01/24 Communication Svcs		106,822.50
001.0000.15.521.10.41.126		1/4/2024	2701		PD 01/24 RMS Svcs		26,123.34
001.0000.15.521.10.41.126		1/4/2024	2701		PD 01/24 Record Svcs		21,780.83
001.0000.15.521.10.41.126		1/4/2024	2701		PD 01/24 Warrant Svcs		9,170.83
23085	1/12/2024	011046		SPEIR. TIFFANY			\$10.00
001.0000.07.558.65.31.004		1/1/2024	3425189		CD APA NOAH Publication Purcha		10.00
23086	1/12/2024	002881		SPRAGUE PEST SOLUTIONS CO.			\$74.85

Check No.	Date	Vendor	Inv Date	Invoice	Description	Amount	Check Total
502.0000.17.542.65.48.001			1/8/2024	5329010	PKFC 01/08 Pest Control		74.85
23087	1/12/2024	000153		TYLER TECHNOLOGIES INC.			\$116.60
503.0000.04.518.80.48.003			12/15/2023	020-148188	IT 01/15-02/14 Tyler Supervisi		116.60
23088	1/12/2024	009372		VENTEK INTERNATIONAL.			\$90.00
503.0000.04.518.80.41.001			1/1/2024	141692	IT 01/24 CCU Server Hosting, D		90.00
23089	1/12/2024	012914		VERIZON COMMUNICATIONS INC.			\$1,617.58
503.0000.04.518.80.42.001			1/8/2024	Z9386021	IT Thru 01/31 Internet		1,617.58
23090	1/12/2024	012410		WATT BANKS. LISA			\$2,008.75
001.9999.11.565.10.41.020			1/15/2024	111	PKHS AG 2023-170 01/01-01/15 L		2,008.75
98686	12/22/2023	000407		PIERCE COUNTY.			\$1.00
001.0000.06.515.30.41.001			12/22/2023	2023-133 Transfer	LG Intergov'tl Transfer Old Se		1.00
98687	12/29/2023	008307		AT&T MOBILITY.			\$12.52
503.0000.04.518.80.42.001			11/19/2023	287304884473 11/23	IT Thru 11/19 Phone		12.52
98688	12/29/2023	009191		CITY OF DUPONT.			\$256,469.21
631.0001.02.586.10.00.030			12/22/2023	11/23 Court Remit	MC 11/23 Court Remit		256,469.21
98689	12/29/2023	002408		CITY OF TACOMA.			\$6,766.00
302.0114.21.595.30.63.001			12/21/2023	1000166838	PW Work Order: 10000166838 For		6,766.00
98690	12/29/2023	006613		CITY OF UNIVERSITY PLACE.			\$506.88
631.0001.02.586.10.00.010			12/22/2023	11/23 Court Remit	MC 11/23 Court Remit		506.88
98691	12/29/2023	010774		CRYE PRECISION LLC.			\$2,778.95
001.0000.15.521.26.31.008			1/4/2023	INV0326337	PD Combat Pant		547.80
001.0000.15.521.26.31.008			1/4/2023	INV0326337	PD Combat Pant		273.90
001.0000.15.521.26.31.008			1/4/2023	INV0326337	PD Combat Shirt		346.80
001.0000.15.521.26.31.008			1/4/2023	INV0326337	PD Combat Shirt		173.40
001.0000.15.521.26.31.008			1/4/2023	INV0326337	PD AirFlex Combat Knee Pad		96.30

Check No.	Date	Vendor	Inv Date	Invoice	Description	Amount	Check Total
001.0000.15.521.26.31.008			1/4/2023	INV0326337	freight		17.38
001.0000.15.521.26.31.008			1/4/2023	INV0326337	Sales Tax		145.56
001.0000.15.521.26.31.008			8/30/2023	INV0355323	PD G3 Combat Shirt, Ranger Gre		190.80
001.0000.15.521.26.31.008			8/30/2023	INV0355323	PD G3 Combat Shirt, Ranger Gre		190.80
001.0000.15.521.26.31.008			8/30/2023	INV0355323	PD G3 Combat Pant, Ranger Gree		301.30
001.0000.15.521.26.31.008			8/30/2023	INV0355323	PD AirFlex Combat Knee Pad Gre		70.80
001.0000.15.521.26.31.008			8/30/2023	INV0355323	PD G3 Combat Pant, Ranger Gree		301.30
001.0000.15.521.26.31.008			8/30/2023	INV0355323	freight		14.77
001.0000.15.521.26.31.008			8/30/2023	INV0355323	Sales Tax		108.04
98692	12/29/2023	002025		DAVID EVANS & ASSOCIATES INC.			\$1,239.65
302.0142.21.595.12.41.017		9/26/2023	545122	PWCP AG 2022-133 07/30-08/26			1,239.65
98693	12/29/2023	001531		DEPT OF ECOLOGY.			\$1,208.00
101.0000.21.542.50.41.001		12/12/2023	DIN-000001140	PWST Steilacoom Lake Dam Safet			1,208.00
98694	12/29/2023	000150		ECONOMIC DEVELOPMENT BOARD.			\$25,000.00
001.0000.13.558.70.41.078		10/1/2023	ONWARD5223	ED YR 3: ONWARD!			25,000.00
98695	12/29/2023	004710		EQUIFAX CREDIT NORTHWEST CORP.			\$121.33
001.0000.15.521.10.41.001		12/23/2023	2058392776	PD 12/23			121.33
98696	12/29/2023	013645		FIFTH ASSET INC. DBA DEBTBOOK.			\$17,219.64
503.0000.04.518.80.41.090		11/22/2023	DB2003746	IT DEBT MANAGEMENT PI			17,219.64
98697	12/29/2023	013532		FLEXENTIAL.			\$2,349.95
503.0000.04.518.80.48.003		12/10/2023	INV743486	IT 12/01-12/31 IP Bandwidth, T			2,349.95
98698	12/29/2023	002662		GENE'S TOWING INC.			\$77.07
001.0000.15.521.10.41.070		12/16/2023	521341	PD 12/13 Ford Explorer			77.07
98699	12/29/2023	000196		GOV'T FINANCE OFFICERS ASSOC.			\$35.00
001.0000.04.514.20.49.003		12/22/2023	3132184	FN Net Investment In Capital A			35.00
98700	12/29/2023	013620		IDENTITY THEFT GUARD SOLUTIONS.			\$349.65

Check No.	Date	Vendor	Inv Date	Invoice	Description	Amount	Check Total
001.9999.99.518.80.41.001			12/27/2023	INV15848	ND 11/01/23-11/30/24 Single Bu		349.65
98701	12/29/2023	000299		LAKEVIEW LIGHT & POWER CO..			\$11,024.79
101.0000.11.542.64.47.005			12/14/2023	67044-004 12/14/23	PKST 11/11-12/11 108th St SW &		97.71
101.0000.11.542.64.47.005			12/14/2023	67044-010 12/14/23	PKST 11/11-12/11 108th St SW &		93.52
101.0000.11.542.64.47.005			12/14/2023	67044-017 12/14/23	PKST 11/11-12/11 112th St SW &		79.69
101.0000.11.542.64.47.005			12/14/2023	67044-030 12/14/23	PKST 11/11-12/11 112th ST SW &		98.43
101.0000.11.542.63.47.006			12/14/2023	67044-072 12/14/23	PKST 11/11-12/11 11302 Kendric		156.38
502.0000.17.542.65.47.005			12/14/2023	67044-073 12/14/23	PKFC 11/11-12/11 11420 Kendric		424.18
101.0000.11.542.63.47.006			12/14/2023	67044-091 12/14/23	PKST 11/11-12/11 4713 111th St		83.97
502.0000.17.521.50.47.005			12/21/2023	117448-001 12/21/23	PKFC 11/18-12/18 Lkwd Police S		7,938.20
101.0000.11.542.64.47.005			12/7/2023	67044-002 12/07/23	PKST 11/04-12/04 Pac Hwy & STW		80.29
101.0000.11.542.64.47.005			12/7/2023	67044-012 12/07/23	PKST 11/04-12/04 Hwy 512 & STW		112.34
101.0000.11.542.63.47.006			12/7/2023	67044-014 12/07/23	PKST 10/30-11/30 Hwy 512 & STW		91.54
101.0000.11.542.64.47.005			12/7/2023	67044-016 12/07/23	PKST 11/04-12/04 40th Ave SW		65.02
101.0000.11.542.64.47.005			12/7/2023	67044-031 12/07/23	PKST 11/04-12/04 84th St S & S		70.29
101.0000.11.542.64.47.005			12/7/2023	67044-032 12/07/23	PKST 11/04-12/04 100th ST SW &		89.40
001.0000.11.576.80.47.005			12/7/2023	67044-048 12/07/23	PKFC 11/04-12/04 2716 84th St		30.08
101.0000.11.542.64.47.005			12/7/2023	67044-050 12/07/23	PKST 11/04-12/04 Lkwd Dr SW/St		80.11
101.0000.11.542.64.47.005			12/7/2023	67044-053 12/07/23	PKST 11/04-12/04 4648 Steil Bl		61.00
101.0000.11.543.50.47.005			12/7/2023	67044-074 12/07/23	PKST 11/04-12/04 9424 Front St		487.38
101.0000.11.542.64.47.005			12/7/2023	67044-078 12/07/23	PKST 11/04-12/04 100th St SW &		117.87
101.0000.11.542.64.47.005			12/7/2023	67044-079 12/07/23	PKST 11/04-12/04 96th St S & S		178.84
101.0000.11.542.64.47.005			12/7/2023	67044-080 12/07/23	PKST 11/04-12/04 8802 STW		82.16
101.0000.11.542.64.47.005			12/7/2023	67044-081 12/07/23	PKST 11/04-12/04 3601 Steil Bl		76.81
101.0000.11.542.63.47.006			12/7/2023	67044-083 12/07/23	PKST 11/04-12/04 40th & 100th		113.50
101.0000.11.542.64.47.005			12/7/2023	67044-084 12/07/23	PKST 11/04-12/04 Steil & Lkww		87.78
101.0000.11.542.63.47.006			12/7/2023	67044-085 12/07/23	PKST 11/04-12/04 26th & 88th S		47.44
101.0000.11.542.63.47.006			12/7/2023	67044-087 12/07/23	PKST 11/04-12/04 123rd & BPW S		82.96
101.0000.11.542.63.47.006			12/7/2023	67044-089 12/07/23	PKST 11/04-12/04 9520 Front ST		52.61
101.0000.11.542.63.47.006			12/7/2023	67044-092 12/07/23	PKST 11/04-12/04 8909 STW		45.29
98702	12/29/2023	000292		LAKEWOOD POLICE SPECIAL INVEST.			\$1,848.00

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181.0000.15.521.21.31.012			12/21/2023	12/23 Investigative	PDSZ 12/23 Investigative Reple		1,848.00
98703	12/29/2023	000292		LAKEWOOD POLICE SPECIAL INVEST.			\$1,660.00
180.0000.15.521.21.31.012			12/21/2023	12/23 Narcotics	PDSZ 12/23 Narcotics Replenish		1,660.00
98704	12/29/2023	000300		LAKEWOOD WATER DISTRICT.			\$185.21
001.0000.11.576.80.47.001			12/12/2023	38053.01 12/12/23	PK 10/01-12/01 8928 N Thorne L		79.42
001.0000.11.576.80.47.001			12/12/2023	14449.03 12/12/23	PKFC 10/01-12/01 9222 Vet Dr S		57.16
101.0000.11.542.70.47.001			12/12/2023	27146.02 12/12/23	PKST 10/01-12/01 9420 Front St		48.63
98705	12/29/2023	013372		LAS MOLAS ASSOCIATION.			\$250.00
104.0029.01.557.30.41.001			12/20/2023	#1	PKRC - Live Performance/Dancer		250.00
98706	12/29/2023	006029		LLOYD ENTERPRISES INC.			\$1,207.41
001.0000.11.576.81.31.030			12/6/2023	3334022	PKFC Crushed Rock		1,207.41
98707	12/29/2023	000721		MULTICARE HEALTHWORKS.			\$1,018.68
001.0000.09.518.10.41.001			12/13/2023	4761371 12/13/23	HR Thomas Son Pre-Employment T		1,018.68
98708	12/29/2023	006117		PETTY CASH.			\$90.87
001.0000.11.571.20.31.050			12/19/2023	12/23 NY	PKFC L Neil Paint		48.02
001.0000.11.571.20.31.050			12/19/2023	12/23 NY	PKFC L Neil Supplies For Parad		42.85
98709	12/29/2023	006117		PETTY CASH.			\$90.06
001.0000.15.521.10.43.003			12/21/2023	11/23 JL	PD McNeil: Mail Run		6.60
001.0000.15.521.40.43.005			12/21/2023	11/23 JL	PD Pettit: Conf Parking		38.00
501.0000.51.521.10.32.001			12/21/2023	11/23 JL	PD Babcock: Fuel For Vehicle		45.46
98710	12/29/2023	013513		POPE. ERIC			\$1,700.00
001.0000.11.571.20.41.082			12/18/2023	Quote #0005	PKFC Wotan The Faeriesmasher P		1,700.00
98711	12/29/2023	010896		PUGET SOUND TITLE - TACOMA.			\$462.42
105.0001.07.559.20.41.001			12/21/2023	225315	AB Litigation Guarantee: Johns		462.42
98712	12/29/2023	005342		RAINIER LIGHTING & ELECTRICAL.			\$836.70

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502.0000.17.518.35.31.001			12/20/2023	584001-1	PKFC LED Lights		445.18
502.0000.17.518.35.31.001			12/15/2023	583341-1	PKFC Maint Supplies		184.97
502.0000.17.521.50.31.001			12/15/2023	583829-1	PKFC Lamp		206.55
98713	12/29/2023	012825		READY SET TOW LLC.			\$88.08
001.0000.15.521.10.41.070			12/11/2023	14760	PD 12/08 Chevy Impala		88.08
98714	12/29/2023	000481		ROTARY CLUB OF LAKEWOOD.			\$3,365.54
196.6018.99.518.63.41.001			12/22/2023	2023-116 Reimb #2	ARPA AG 2023-116 Reimb. #2 Dol		3,365.54
98715	12/29/2023	011105		RWC INTERNATIONAL LTD.			\$2,088.13
501.0000.51.548.79.48.005			12/26/2023	RA103007137:01	PKFL Vehicle Maint		2,088.13
98716	12/29/2023	013477		SCHEIBMEIR, KELLY & NELSON, PS.			\$2,801.25
001.0000.07.558.60.41.007			11/30/2023	25290	CD 08/29-11/22 Appeal S&D Davi		2,801.25
98717	12/29/2023	012412		STEAGALL, LARRY			\$754.62
001.0000.03.557.20.41.001			12/17/2023	009 2023	CM 12/16 Jingle Bell Run Event		754.62
98718	12/29/2023	013395		TANGERINE TALES LLC.			\$3,000.00
001.0000.11.571.20.41.082			12/15/2023	FPHP120923Lakewood	PKRC 12/09 Ms. Fairy Winters		1,500.00
001.0000.11.571.20.41.082			12/15/2023	FPHP120923Lakewood 1	PKRC 12/09 Face Painting		1,200.00
001.0000.11.571.20.31.050			12/21/2023	FPMisc101423RLakewoo	PKRC 10/14 Truck & Tractor Day		150.00
001.0000.11.571.20.41.082			8/7/2023	FPXTRA090923Lakewood	PKRC 09/09 Extra Face Painting		150.00
98719	12/29/2023	009354		TK ELEVATOR.			\$240.96
502.0000.17.518.35.48.001			12/12/2023	5002327228	PKFC Elevator Repair: CH Car 1		240.96
98720	12/29/2023	005831		TOWN OF STEILACOOM.			\$2,459.77
631.0001.02.586.10.00.020			12/22/2023	11/23 Court Remit	MC 11/23 Court Remit		2,459.77
98721	12/29/2023	000595		WASHINGTON ASSOC OF SHERIFFS.			\$750.00
001.0000.15.521.10.49.001			11/30/2023	INV301555	PD Fall 2023 Conf: Unfred & Sm		750.00
98722	1/5/2024	010000		ASSOCIATION OF DEFENSE.			\$450.00

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001.0000.99.513.10.49.001			11/16/2023	MW24-302529	ND ADC 2024 Comm/St Basic Mem		450.00
98723	1/5/2024	000296		LAKEWOOD SISTER CITIES.			\$100.00
001.0000.99.513.10.49.001			11/24/2023	2024 Membership	ND 2024 Lakewood Sister Cities		100.00
98724	1/5/2024	005980		LEADS ONLINE. LLC.			\$9,474.00
503.0000.04.518.80.48.003			11/15/2324	407948	IT 01/01-12/31 Power+ Investig		9,474.00
98725	1/5/2024	007866		PLANNING ASSOC OF WASHINGTON.			\$450.00
001.0000.07.558.60.49.001			1/1/2024	2819	CD 01/01-12/31 PAW Organizatio		450.00
98726	1/10/2024	012314		FREEDOM REAL ESTATE MGMT.			\$8,050.00
190.1006.52.559.32.41.001			1/5/2024	Pulich-01	CDBG EADR/EPP Pulich 01/24 Ren		4,050.00
190.3007.52.559.32.41.001			1/5/2024	Pulich-01	CDBG EADR/EPP Pulich 01/24 Ren		4,000.00
98727	1/12/2024	013375		A WORKSAFE SERVICE INC.			\$60.00
001.0000.09.518.10.41.001			11/30/2023	2023-13158	HR 11/02 Pre-Employmnet Drug S		60.00
98728	1/12/2024	010899		ACCESS INFORMATION MANAGEMENT.			\$5,154.07
001.0000.06.514.30.41.001			12/31/2023	10679823	LG 12/23 Record Retention & Mg		5,154.07
98729	1/12/2024	011257		AHUMADA. ANITA			\$753.88
001.0000.02.512.51.49.009			1/4/2024	December 2023	MC 12/23 Interpreter		753.88
98730	1/12/2024	008307		AT&T MOBILITY.			\$18,898.64
180.0000.15.521.21.42.001			12/19/2023	287293165778 12/23	IT/PD Thru 12/19 Phone		164.11
503.0000.04.518.80.42.001			12/19/2023	287293165778 12/23	IT/PD Thru 12/19 Phone		12,865.60
503.0000.04.518.80.42.001			12/19/2023	287296255265 12/23	IT Thru 12/19 Phone		5,856.41
503.0000.04.518.80.42.001			12/19/2023	287304884473 12/23	IT Thru 12/19 Phone		12.52
98731	1/12/2024	008105		DEPARTMENT OF TRANSPORTATION.			\$2,263.65
101.0000.11.544.90.41.001			9/18/2023	RE-313-ATB30918064	PKST/PKSW 08/23 Master Signal		562.44
401.0000.11.531.10.41.001			9/18/2023	RE-313-ATB30918064	PKST/PKSW 08/23 Master Signal		281.23
101.0000.11.544.90.41.001			2/14/2022	RE-313-ATB20214010	PKST/PKSW 01/22 Traffic Mgmt C		946.65
401.0000.11.531.10.41.001			2/14/2022	RE-313-ATB20214010	PKST/PKSW 01/22 Traffic Mgmt C		473.33

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98732	1/12/2024	001692		DEPT OF LABOR & INDUSTRIES.			\$114.10
502.0000.17.542.65.41.001		12/28/2023	334504	PKFC Penalty: PD Failure To Co		114.10	
98733	1/12/2024	000166		FEDERAL EXPRESS.			\$190.18
001.0000.99.518.40.42.002		1/5/2024	8-369-59373	ND 12/26 Shipping		190.18	
98734	1/12/2024	013201		GOVOLUTION LLC.			\$64.70
503.0000.04.518.80.41.001		12/31/2023	13690	IT 12/23 Velocity Technology		64.70	
98735	1/12/2024	000196		GOV'T FINANCE OFFICERS ASSOC.			\$149.00
001.0000.04.514.20.49.004		1/9/2024	0245742S	FN 11/01/23-10/31/24 GAAFR Plu		149.00	
98736	1/12/2024	009728		HSA BANK.			\$114.75
001.0000.09.518.10.41.001		1/4/2024	W514297	HR 12/23 HSA Svc Fee		114.75	
98737	1/12/2024	013620		IDENTITY THEFT GUARD SOLUTIONS.			\$1,200.79
001.9999.99.518.80.41.001		11/29/2023	INV15222	ND 10/01/23-10/31/24 Single Bu		1,200.79	
98738	1/12/2024	013650		INTERPRETING MATTERS. LLC..			\$150.00
001.0000.02.512.51.49.009		12/12/2023	12225	MC 12/23 Interpreter		150.00	
98739	1/12/2024	013637		KELLER ROHRBACK LLP.			\$210.00
105.0001.07.559.20.41.001		12/29/2023	196241	AB Thru 11/30 Emmert Matter		210.00	
98740	1/12/2024	000299		LAKEVIEW LIGHT & POWER CO..			\$2,459.31
101.0000.11.542.64.47.005		12/31/2023	67044-055 12/28/23	PKST 11/25-12/25 11424 Pac Hwy		71.01	
101.0000.11.542.64.47.005		12/28/2023	67044-028 12/28/23	PKST 11/25-12/25 Pac Hwy SW &		77.07	
401.0000.41.531.10.47.005		12/28/2023	67044-037 12/28/23	PWSW 11/25-12/25 Pac Hwy SW		68.14	
101.0000.11.542.64.47.005		12/28/2023	67044-038 12/28/23	PKST 11/25-12/25 BP Way & Pac		72.88	
001.0000.11.576.80.47.005		12/28/2023	67044-041 12/28/23	PKFC 11/25-12/25 4721 127th St		41.35	
101.0000.11.542.64.47.005		12/28/2023	67044-043 12/28/23	PKST 11/25-12/25 BPW SW & San		176.94	
101.0000.11.542.64.47.005		12/28/2023	67044-054 12/28/23	PKST 11/25-12/25 11417 Pac Hwy		74.13	
401.0000.41.531.10.47.005		12/28/2023	67044-057 12/28/23	PWSW 11/25-12/25 5118 Seattle		56.81	
101.0000.11.542.64.47.005		12/21/2023	67044-001 12/21/23	PKST 11/18-12/18 100th St SW &		71.90	

Check No.	Date	Vendor	Inv Date	Invoice	Description	Amount	Check Total
101.0000.11.542.64.47.005			12/21/2023	67044-003 12/21/23	PKST 11/18-12/18 Motor Ave & W		91.63
101.0000.11.542.64.47.005			12/21/2023	67044-005 12/21/23	PKST 11/18-12/18 BP Wy SW & Lk		80.64
101.0000.11.542.64.47.005			12/21/2023	67044-006 12/21/23	PKST 11/18-12/18 108th St SW &		73.06
101.0000.11.542.64.47.005			12/21/2023	67044-019 12/21/23	PKST 11/18-12/18 BPW SW & 100t		76.99
101.0000.11.542.64.47.005			12/21/2023	67044-020 12/21/23	PKST 11/18-12/18 59th Ave SW &		94.48
101.0000.11.542.64.47.005			12/21/2023	67044-022 12/21/23	PKST 11/18-12/18 GLD SW & BPW		101.81
101.0000.11.542.64.47.005			12/21/2023	67044-024 12/21/23	PKST 11/18-12/18 GLD SW & Stei		73.41
001.0000.11.576.80.47.005			12/21/2023	67044-034 12/21/23	PKFC 11/18-12/18 10506 Russell		41.36
101.0000.11.542.63.47.006			12/21/2023	67044-039 12/21/23	PKST 11/18-12/18 5700 100th St		56.10
101.0000.11.542.64.47.005			12/21/2023	67044-046 12/21/23	PKST 11/18-12/18 10013 GLD SW		229.11
101.0000.11.542.64.47.005			12/21/2023	67044-047 12/21/23	PKST 11/18-12/18 59th Ave SW &		76.81
001.0000.11.576.80.47.005			12/21/2023	67044-063 12/21/23	PKFC 11/18-12/18 6002 Fairlawn		132.87
101.0000.11.542.64.47.005			12/21/2023	67044-064 12/21/23	PKST 11/18-12/18 93rd & BPW		64.48
101.0000.11.542.64.47.005			12/21/2023	67044-082 12/21/23	PKST 11/18-12/18 GLD & Mt Tac		201.88
101.0000.11.542.63.47.006			12/21/2023	67044-086 12/21/23	PKST 11/18-12/18 6119 Motor Av		72.07
101.0000.11.542.63.47.005			12/21/2023	67044-088 12/21/23	PK 11/18-12/18 11950 47th St S		54.66
101.0000.11.542.63.47.006			12/21/2023	67044-090 12/21/23	PKST 11/18-12/18 5310 100th St		100.64
101.0000.11.542.63.47.006			12/21/2023	67044-093 12/21/23	PKST 11/18-12/18 9511 GLD SW		49.48
101.0000.11.542.64.47.005			12/28/2324	67044-056 12/28/23	PKST 11/25-12/25 11517 Pac Hwy		77.60
98741	1/12/2024	000300		LAKEWOOD WATER DISTRICT.			\$298.04
001.0000.11.576.80.47.001			1/2/2024	26121.03 01/02/24	PKFC 10/27-12/26 8421 Pine St		48.63
502.0000.17.521.50.47.001			1/2/2024	26834.02 01/02/24	PKFC 10/27-12/26 9401 Lkwd Dr		139.41
502.0000.17.521.50.47.001			1/2/2024	26902.02 01/02/24	PKFC 10/27-12/26 9401 Lkwd SW		110.00
98742	1/12/2024	013458		LANGUAGE ACCESS INTRPR SVCS.			\$140.00
001.0000.02.512.51.49.009			1/4/2024	December 2023	MC 12/23 Interpreter		140.00
98743	1/12/2024	004680		LANGUAGE LINE SERVICES.			\$211.98
001.0000.02.512.51.49.009			11/30/2023	11162260	MC 11/23		211.98
98744	1/12/2024	011263		LAW OFFICES OF MATTHEW RUSNAK.			\$5,250.00
001.0000.02.512.51.41.035			12/6/2023	446	MC 11/23		2,625.00
001.0000.02.512.51.41.035			1/2/2024	447	MC 12/23		2,625.00

Check No.	Date	Vendor	Inv Date	Invoice	Description	Amount	Check Total
98745	1/12/2024	005685		LEMAY MOBILE SHREDDING.			\$419.00
001.0000.02.512.50.41.001			1/1/2024	4824184S185	MC 12/23	73.00	
001.0000.99.518.40.41.001			1/1/2024	4824196S185	ND 12/23 Shredding CH 3rd Floo	61.00	
001.0000.15.521.10.41.001			1/1/2024	7/55544S185	PD 12/23	285.00	
98746	1/12/2024	013205		MANGUNE. ULYSSES			\$140.00
001.0000.02.512.51.49.009			1/4/2024	December 2023	MC 12/23 Interpreter	140.00	
98747	1/12/2024	008988		MCDONOUGH & SONS INC.			\$70,948.79
401.0000.11.531.10.48.001			12/31/2024	271310	PKFC/PKSW 12/23 Sweeping	26,024.35	
502.0000.17.518.35.48.001			12/31/2024	271310	PKFC/PKSW 12/23 Sweeping	335.77	
401.0000.11.531.10.48.001			12/9/2023	271433	PKSW 12/09 Parade Special Swee	150.00	
001.0000.11.576.81.48.001			11/30/2023	271246	PKFC/PKSW 11/23 Sweeping	672.15	
401.0000.11.531.10.48.001			11/30/2023	271246	PKFC/PKSW 11/23 Sweeping	42,870.30	
502.0000.17.518.35.48.001			11/30/2023	271246	PKFC/PKSW 11/23 Sweeping	336.08	
502.0000.17.542.65.48.001			11/30/2023	271246	PKFC/PKSW 11/23 Sweeping	560.14	
98748	1/12/2024	013444		MULLEN COUGHLIN LLC.			\$2,519.00
001.9999.99.518.80.41.001			12/31/2023	70212	RM Thru 11/30 RW - Claim # 929	2,519.00	
98749	1/12/2024	002474		NATIONAL BARRICADE CO LLC.			\$14,595.46
001.0000.11.571.21.45.004			7/24/2023	676203	PKRC 07/06-07/18: FSP	1,240.28	
001.0000.11.571.21.45.004			7/26/2023	676299	PKRC 06/30-07/17: 9420 Front S	1,260.65	
001.0000.11.571.21.45.004			7/26/2023	676300	PKRC 06/30-07/17: 9420 Front S	1,260.65	
001.0000.11.571.21.45.004			7/26/2023	676301	PKRC 06/30-07/17: 9420 Front S	1,260.65	
001.0000.11.571.21.45.004			7/26/2023	676302	PKRC 06/30-07/17: 9420 Front S	1,260.65	
001.0000.11.571.21.45.004			7/26/2023	676303	PKRC 06/30-07/17: 9420 Front S	1,260.65	
001.0000.11.571.21.45.004			7/27/2023	676376	PKRC 06/30-07/17: 9420 Front S	1,260.65	
001.0000.11.571.21.45.004			12/26/2023	682558	PKRC 11/20-12/11: 9420 Front S	1,447.82	
001.0000.11.571.21.45.004			12/26/2023	682559	PKRC 11/20-12/11: 9420 Front S	1,447.82	
001.0000.11.571.21.45.004			12/26/2023	682560	PKRC 11/20-12/11: 9420 Front S	1,447.82	
001.0000.11.571.21.45.004			12/26/2023	682561	PKRC 11/20-12/11: 9420 Front S	1,447.82	

Check No.	Date	Vendor	Inv Date	Invoice	Description	Amount	Check Total
98750	1/12/2024	011393		NAVIA BENEFIT SOLUTIONS.			\$614.20
001.0000.09.518.10.41.001			10/30/2023	10789949	HR 10/23 Participant Fee		307.10
001.0000.09.518.10.41.001			12/29/2023	10806301	HR 12/23 Participant Fee		307.10
98751	1/12/2024	010743		NISOUALLY INDIAN TRIBE.			\$26,317.50
001.0000.15.521.10.41.125			12/31/2023	37939	PD 12/23 Jail Services		57,330.00
001.0000.15.521.10.41.125				37618	PD 11/30 Jail Services		-31,012.50
98752	1/12/2024	006117		PETTY CASH.			\$186.53
001.0000.15.521.10.43.003			1/4/2024	12/23/JL	PD 12/23 Mileage: L McNeil		10.09
001.0000.15.521.40.43.006			1/4/2024	12/23/JL	PD Adv Homicide/Death Inv: Mar		63.62
001.0000.15.521.40.43.005			1/4/2024	12/23/JL	PD Adv Homicide/Death Inv: Lat		58.10
001.0000.15.521.21.31.001			1/4/2024	12/23/JL	PD Toggle Switch Cover		54.72
98753	1/12/2024	012352		PREMIER MEDIA GROUP.			\$595.00
001.0000.11.571.20.44.001			8/1/2023	2023-53913	PKFC 08/11 Ads:Feel Good Frida		595.00
98754	1/12/2024	010204		PROTECT YOUTH SPORTS.			\$10.95
001.0000.09.518.10.41.001			12/31/2023	1127556	HR 12/23 Basic Nat'l Combo Sea		10.95
98755	1/12/2024	010896		PUGET SOUND TITLE - TACOMA.			\$385.35
190.0008.52.559.31.41.001			12/21/2023	R48658	CDBG Lucien Trustee Fees		385.35
98756	1/12/2024	000464		RANGLES SAND & GRAVEL.			\$811.39
001.0000.11.542.70.31.030			12/24/2023	431929	PKST Cobble		811.39
98757	1/12/2024	012825		READY SET TOW LLC.			\$176.16
001.0000.15.521.10.41.070			12/30/2023	14837	PD 12/29 GMC Yukon		88.08
001.0000.15.521.10.41.070			12/28/2023	14823	PD 12/27 Infiniti		88.08
98758	1/12/2024	011108		REBUILDING HOPE! PIERCE COUNTY.			\$3,507.25
001.0000.11.565.10.41.020			1/9/2024	Q4/23	PKHS AG 2023-015 Q4/23 Advocac		3,507.25
98759	1/12/2024	013251		SEMISI-TUPOU. VAIVAO			\$140.00
001.0000.02.512.51.49.009			1/4/2024	December 2023	MC 12/23 Interpreter		140.00

Check No.	Date	Vendor	Inv Date	Invoice	Description	Amount	Check Total
98760	1/12/2024	011507	SEUI. MICHAEL				\$477.64
001.0000.02.512.51.49.009		1/4/2024	December 2023	MC 12/23 Interpreter		477.64	
98761	1/12/2024	011227	SHOW CASE MEDIA.				\$350.00
001.0000.11.571.20.44.001		8/28/2023	5170	PKFC 08/17 Digital Eblast		350.00	
98762	1/12/2024	011548	SILENT LIGHTS LLC.				\$4,046.18
001.0000.11.571.20.41.082		1/2/2024	62	PKRC AG 2022-218 Christmas Tre		3,675.00	
001.0000.11.571.20.41.082		1/2/2024	62	Sales Tax		371.18	
98763	1/12/2024	010985	SONG. BYUNG				\$519.82
001.0000.02.512.51.49.009		1/4/2024	December 2023	MC 12/23		519.82	
98764	1/12/2024	011899	SPECTRUM ENTERPRISES.				\$164.37
001.0000.02.512.51.49.009		1/4/2024	December 2023	MC 12/23 Interpreter		164.37	
98765	1/12/2024	009354	TK ELEVATOR.				\$1,637.36
502.0000.17.518.35.48.001		12/31/2023	3007647182	PKFC 12/23 Elevator Monitoring		608.54	
502.0000.17.521.50.48.001		12/31/2023	3007647182	PKFC 12/23 Elevator Monitoring		304.27	
502.0000.17.542.65.48.001		12/31/2023	3007647182	PKFC 12/23 Elevator Monitoring		724.55	
98766	1/12/2024	010640	TRANSUNION RISK AND.				\$421.24
001.0000.15.521.21.41.001		1/1/2024	212084-202312-1	PD 12/23 People Searches		421.24	
98767	1/12/2024	009856	UTILITIES UNDERGROUND LOCATION.				\$233.49
101.0000.11.544.90.41.001		12/31/2023	3120174	PK 12/23 Excavation Notificati		155.66	
401.0000.11.531.10.41.001		12/31/2023	3120174	PK 12/23 Excavation Notificati		77.83	
98768	1/12/2024	013425	VISA - 0143.				\$541.45
001.0000.15.521.10.31.001		12/27/2023	0143/LaVerg 12/27/23	PD Propane For Food Drive		48.40	
001.0000.15.521.10.31.001		12/27/2023	0143/LaVerg 12/27/23	PD Handwarmers For Food Drive		51.96	
001.0000.15.521.10.31.001		12/27/2023	0143/LaVerg 12/27/23	PD Picture Frames & Tiles		151.62	
001.0000.15.521.10.31.001		12/27/2023	0143/LaVerg 12/27/23	PD ID Badge Holder		6.42	
001.0000.15.521.10.31.001		12/27/2023	0143/LaVerg 12/27/23	PD Coffee Machine		283.05	

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98769	1/12/2024	011755		VISA - 0349.			\$8,519.26
001.0000.15.521.70.31.008			12/27/2023	0349/Meeks 12/27/23	PD Motorcycle Gloves	875.60	
001.9999.15.521.21.35.001			12/27/2023	0349/Meeks 12/27/23	PD Cameras & Attachements	7,643.66	
98770	1/12/2024	011958		VISA - 0975.			\$4,586.64
105.0001.07.559.20.42.002			12/27/2023	0975/Gumm 12/27/23	AB Mail Abatement Notice	68.76	
105.0001.07.559.20.42.002			12/27/2023	0975/Gumm 12/27/23	AB Mail Nuisance Notice	9.94	
190.3007.52.559.32.41.001			12/27/2023	0975/Gumm 12/27/23	CDBG EADR Buchheim Hotel 11/28	1,168.14	
190.3007.52.559.32.41.001			12/27/2023	0975/Gumm 12/27/23	CDBG EADR Maloney Hotel 11/04-	665.35	
190.3007.52.559.32.41.001			12/27/2023	0975/Gumm 12/27/23	CDBG EADR Johansson 11/08-12/0	585.90	
001.0000.99.518.40.42.002			12/27/2023	0975/Gumm 12/27/23	ND Mail RHSP Notice	9.70	
001.0000.99.518.40.42.002			12/27/2023	0975/Gumm 12/27/23	ND Mail RHSP Notice	9.70	
001.0000.99.518.40.42.002			12/27/2023	0975/Gumm 12/27/23	ND Mail RHSP Notice	9.70	
190.3007.52.559.32.41.001			12/27/2023	0975/Gumm 12/27/23	CDBG EADR Buchheim Hotel 11/28	1,140.26	
190.3007.52.559.32.41.001			12/27/2023	0975/Gumm 12/27/23	CDBG EADR Thompson Hotel	906.70	
105.0001.07.559.20.42.002			12/27/2023	0975/Gumm 12/27/23	AB Mail Abatement Notice	10.18	
105.0001.07.559.20.42.002			12/27/2023	0975/Gumm 12/27/23	AB Mail Abatement Notice	2.31	
98771	1/12/2024	013460		VISA - 1166.			\$2,186.77
503.0000.04.518.80.31.001			12/27/2023	1166/Sadri 12/27/23	IT HP 600GB Drive	302.76	
503.0000.04.518.80.35.003			12/27/2023	1166/Sadri 12/27/23	IT 12/05/23-12/05/24 PDQ Deplo	1,651.50	
503.0000.04.518.80.41.090			12/27/2023	1166/Sadri 12/27/23	IT Pandora Music For CH Lobby	31.87	
503.0000.04.518.80.41.090			12/27/2023	1166/Sadri 12/27/23	IT Monthly MailChimp	145.33	
503.0000.04.518.80.41.090			12/27/2023	1166/Sadri 12/27/23	IT 12/11/23-01/11/24 Fix & Pro	29.99	
503.0000.04.518.80.41.090			12/27/2023	1166/Sadri 12/27/23	IT Int'l Trx Fee On Fix & Prot	0.30	
503.0000.04.518.80.41.090			12/27/2023	1166/Sadri 12/27/23	IT 12/11/23-01/11/24 ChatGPT P	22.02	
503.0000.04.518.80.41.090			12/27/2023	1166/Sadri 12/27/23	IT Thru 01/13/24 DreamShield F	3.00	
98772	1/12/2024	011540		VISA - 1371.			\$50.00
001.0000.15.521.10.49.001			12/27/2023	1371/Gildeh 12/27/23	PD FBI LEEDA Membership	50.00	
98773	1/12/2024	013268		VISA - 2868.			\$21.02
001.0000.99.518.40.42.002			12/27/2023	2868/RHSP 12/27/23	ND RHSP 1st Class Mailings	11.80	

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001.0000.99.518.40.42.002			12/27/2023	2868/RHSP 12/27/23	ND RHSP 1st Class Mailings		9.22
98774	1/12/2024	012401		VISA - 3408.			\$1,536.46
195.0024.15.521.30.31.001			12/27/2023	3408/Carrol 12/27/23	PD 11/23-12/22 Internet Svcs		434.02
195.0024.15.521.30.31.001			12/27/2023	3408/Carrol 12/27/23	PD 12/14/23 - 01/13/24 Rekor S		99.24
195.0024.15.521.30.31.001			12/27/2023	3408/Carrol 12/27/23	PD Towing Svcs		1,003.20
98775	1/12/2024	013494		VISA - 3477.			\$56.08
001.0000.15.521.10.31.001			12/27/2023	3477/Johnso 12/27/23	PD Maint Supplies		56.08
98776	1/12/2024	013084		VISA - 3768.			\$593.52
001.0000.15.521.80.31.001			12/27/2023	3768/Beard 12/27/23	PD Rifle, Gun & Knife Boxes		580.77
001.0000.99.518.40.42.002			12/27/2023	3768/Beard 12/27/23	ND 12/05 PD Mailing		12.75
98777	1/12/2024	012415		VISA - 3853.			\$2,088.42
001.0000.09.518.10.31.001			12/27/2023	3853/Fin 2 12/27/23	HR Employee Recognition Decor,		17.62
001.0000.09.518.10.31.001			12/27/2023	3853/Fin 2 12/27/23	HR Employee Recognition Decor,		10.50
001.0000.07.558.60.41.001			12/27/2023	3853/Fin 2 12/27/23	CD Recording Fees		347.50
001.0000.07.558.60.41.001			12/27/2023	3853/Fin 2 12/27/23	CD Recording Fees		90.00
001.9999.11.565.10.41.020			12/27/2023	3853/Fin 2 12/27/23	PKHS CADCA Conf. Airare: Sauri		777.80
001.9999.11.565.10.41.020			12/27/2023	3853/Fin 2 12/27/23	PKHS CADCA Conf. Registration:		845.00
98778	1/12/2024	012656		VISA - 4197.			\$7,924.79
001.0000.99.518.40.42.002			12/27/2023	4197/Fin 6 12/27/23	ND FedEx Inv. 8-328-08722 Ship		101.32
001.0000.99.518.40.42.002			12/27/2023	4197/Fin 6 12/27/23	ND FedEx Inv. 8-320-23470 Ship		28.47
302.0135.21.595.30.63.001			12/27/2023	4197/Fin 6 12/27/23	PWCP Lkwd Water 1" Meter 8305		7,795.00
98779	1/12/2024	012668		VISA - 4635.			\$421.72
001.0000.09.518.10.31.001			12/27/2023	4635/Fin 5 12/27/23	HR Poinsettias For Employee Re		98.65
001.0000.09.518.91.31.009			12/27/2023	4635/Fin 5 12/27/23	HR Wellness Retreat Food		98.07
001.0000.09.518.10.49.001			12/27/2023	4635/Fin 5 12/27/23	HR NPELRA Membership: McDougal		225.00
98780	1/12/2024	012715		VISA - 5244.			\$1,154.22
001.0000.06.515.30.49.003			12/27/2023	5244/Schuma 12/27/23	LG Understanding AI Webinar: S		40.00

Check No.	Date	Vendor	Inv Date	Invoice	Description	Amount	Check Total
001.0000.06.514.30.31.001			12/27/2023	5244/Schuma 12/27/23	LG Proclamation Paper		31.92
001.0000.01.511.60.49.003			12/27/2023	5244/Schuma 12/27/23	CC AWC Elected Officials Essen		95.00
001.0000.01.511.60.49.003			12/27/2023	5244/Schuma 12/27/23	CC AWC Elected Officials Essen		95.00
001.0000.01.511.60.31.001			12/27/2023	5244/Schuma 12/27/23	CC Framed Proclamation For And		88.07
001.0000.01.511.60.49.003			12/27/2023	5244/Schuma 12/27/23	CC Land Use Case Law Update: W		40.00
001.0000.06.515.31.49.001			12/27/2023	5244/Schuma 12/27/23	LG LINX Membership Fee: Farrow		25.00
001.0000.06.514.30.49.001			12/27/2023	5244/Schuma 12/27/23	LG 11/09-12/09 Online Notary (50.00
001.0000.06.514.30.49.001			12/27/2023	5244/Schuma 12/27/23	LG 12/09/23-01/09/24 Online No		19.00
001.0000.06.514.30.31.001			12/27/2023	5244/Schuma 12/27/23	LG Tent Cards, Legal Pads		39.61
001.0000.01.511.60.31.001			12/27/2023	5244/Schuma 12/27/23	CC Plaque For Anderson		199.22
001.0000.01.511.60.31.005			12/27/2023	5244/Schuma 12/27/23	CC Special Council Mtg. Meal		236.68
001.0000.01.511.60.31.005			12/27/2023	5244/Schuma 12/27/23	CC Special Council Mtg. Meal		96.48
001.0000.01.511.60.31.005			12/27/2023	5244/Schuma 12/27/23	CC Special Council Mtg. Meal		57.70
001.0000.01.511.60.31.001			12/27/2023	5244/Schuma 12/27/23	CC Frame For Anderson Flag		60.54
001.0000.06.515.30.49.003				5244/Schuma 12/27/23	LG WSAMA Credit Voucher Wachte		-20.00
98781	1/12/2024	013358		VISA - 5739.			\$314.14
001.0000.03.557.20.49.004			12/27/2023	5739/Graham 12/27/23	CM 11/27-12/24 Seattle Times		15.96
001.0000.03.557.20.49.001			12/27/2023	5739/Graham 12/27/23	CM NAGC Membership: Grimley		160.00
001.0000.11.571.20.44.001			12/27/2023	5739/Graham 12/27/23	PKRC FB Ads For Wellness Progr		122.22
001.0000.03.557.20.49.004			12/27/2023	5739/Graham 12/27/23	CM 12/25/23-01/21/24 Seattle T		15.96
98782	1/12/2024	013544		VISA - 6041.			\$2,920.41
001.0000.15.521.10.31.001				PD1/6041 12/27/23	PD Return: iPhone Cases		-107.71
001.0000.15.521.26.35.010				PD1/6041 12/27/23	PD FAA Pilot Test Refund		-175.00
001.0000.15.521.26.35.010			12/27/2023	PD1/6041 12/27/23	PD Sniper Targets		90.00
001.0000.15.521.10.31.001			12/27/2023	PD1/6041 12/27/23	PD Ice Scooper		7.57
001.0000.15.521.10.31.001			12/27/2023	PD1/6041 12/27/23	PD Water Filter Cartridge		31.37
501.0000.51.521.10.31.006			12/27/2023	PD1/6041 12/27/23	PD Underground Storage Renewal		243.47
001.0000.15.521.10.31.001			12/27/2023	PD1/6041 12/27/23	PD K9 Eye Drops		65.27
001.0000.15.521.70.41.001			12/27/2023	PD1/6041 12/27/23	PD 02/01/24-01/31/25 FARO Scen		2,160.00
001.0000.15.521.10.41.001			12/27/2023	PD1/6041 12/27/23	PD 12/14/23-12/13/24 Zoom Rene		605.44

Check No.	Date	Vendor	Inv Date	Invoice	Description	Amount	Check Total
98783	1/12/2024	013567		VISA - 6058.			\$236.69
001.0000.15.521.40.43.006			12/27/2023	6058/PD3 12/27/23	PD Adv Homicide/Death Invest:	39.71	
001.0000.15.521.40.43.005			12/27/2023	6058/PD3 12/27/23	PD Adv Homicide/Death Invest:	166.98	
001.0000.15.521.40.43.001			12/27/2023	6058/PD3 12/27/23	PD Adv Homicide/Death Invest:	30.00	
98784	1/12/2024	013165		VISA - 6167.			\$121.00
501.0000.51.548.79.41.124			12/27/2023	6167/Willia 12/27/23	PKFL Truck License Fee	64.00	
501.0000.51.548.79.41.124			12/27/2023	6167/Willia 12/27/23	PKFL Trailer License Fee	57.00	
98785	1/12/2024	013394		VISA - 6687.			\$440.04
001.0000.09.518.10.49.003			12/27/2023	6687/Fin 1 12/27/23	HR MRSC AI Training: McDougal	40.00	
001.0000.09.518.10.41.001			12/27/2023	6687/Fin 1 12/27/23	HR Foreign Language Prof. Test	55.05	
001.0000.00.231.90.00.005			12/27/2023	6687/Fin 1 12/27/23	HR 12/23 Employee Bday Celebra	15.59	
001.0000.00.231.90.00.005			12/27/2023	6687/Fin 1 12/27/23	HR 12/23 Employee Bday Celebra	104.31	
001.0000.00.231.90.00.005			12/27/2023	6687/Fin 1 12/27/23	HR 12/23 Employee Bday Celebra	79.41	
001.0000.99.518.40.42.002			12/27/2023	6687/Fin 1 12/27/23	ND FedEx inv. 2-225-51037 12/0	114.57	
001.0000.99.518.40.42.002			12/27/2023	6687/Fin 1 12/27/23	ND FedEx inv. 8-341-04546 11/1	31.11	
98786	1/12/2024	011659		VISA - 7212.			\$720.00
001.0000.11.576.81.49.003			12/27/2023	7212/PWOM 12/27/23	PKFC Webinar/Pesticide Classes	120.00	
001.0000.11.576.80.49.003			12/27/2023	7212/PWOM 12/27/23	PKFC Webinar/Pesticide Classes	600.00	
98787	1/12/2024	011136		VISA - 7750.			\$594.53
001.0000.15.521.80.31.001			12/27/2023	7750/Allen 12/27/23	PD NIK Tests	594.53	
98788	1/12/2024	011138		VISA - 7776.			\$3,256.25
501.0000.51.548.79.32.001			12/27/2023	7776/Anders 12/27/23	PKFL Propane	82.64	
501.0000.51.548.79.48.005			12/27/2023	7776/Anders 12/27/23	PKFL Door Repair	951.17	
001.0000.11.576.81.31.008			12/27/2023	7776/Anders 12/27/23	PK Pants For M. Yeider	217.34	
001.0000.11.576.80.31.001			12/27/2023	7776/Anders 12/27/23	PKFC Plaques	66.06	
001.0000.11.576.81.31.008			12/27/2023	7776/Anders 12/27/23	PK Pants For: A. Eldrige, S. H	630.21	
001.0000.11.576.80.31.008			12/27/2023	7776/Anders 12/27/23	PK Pants For: A. Eldrige, S. H	420.14	
001.0000.11.576.80.31.001			12/27/2023	7776/Anders 12/27/23	PKFC Pipe Wrench	153.45	
502.0000.17.518.30.31.008			12/27/2023	7776/Anders 12/27/23	PK Pants For: D. Klien & E. Ha	490.16	

Check No.	Date	Vendor	Inv Date	Invoice	Description	Amount	Check Total
001.0000.11.576.80.31.008			12/27/2023	7776/Anders 12/27/23	PK Pants For: O. Moreno		245.08
98789	1/12/2024	011140		VISA - 7800.			\$3,303.62
101.0000.11.542.70.31.008			12/27/2023	7800/Cummin 12/27/23	PKST Work Pants: J Humprey		262.59
101.0000.11.542.70.31.008			12/27/2023	7800/Cummin 12/27/23	PKST Work Pants: E Contreras		262.59
101.0000.11.542.70.31.008			12/27/2023	7800/Cummin 12/27/23	PKST Work Pants: K Smith		262.59
101.0000.11.542.70.31.008			12/27/2023	7800/Cummin 12/27/23	PKST Work Pants: A Crow		262.59
101.0000.11.542.70.31.008			12/27/2023	7800/Cummin 12/27/23	PKST Work Pants: S Bird		262.59
101.0000.11.542.70.31.008			12/27/2023	7800/Cummin 12/27/23	PKST Work Pants: T Cummins		262.59
501.0000.51.548.79.48.005			12/27/2023	7800/Cummin 12/27/23	PKFL Repair Crossmember On Tra		901.73
101.0000.11.542.66.31.001			12/27/2023	7800/Cummin 12/27/23	PKST Pump For 500 Gal Brine Sy		826.35
98790	1/12/2024	013609		VISA - 7924.			\$627.42
001.0000.11.571.22.31.001			11/27/2023	7924/Martin 11/27/23	PKRC Cleaning Supplies		53.95
001.0000.11.571.22.31.001			11/27/2023	7924/Martin 11/27/23	PKRC Supples For Parade Of Li		573.47
98791	1/12/2024	011158		VISA - 7966.			\$6,194.98
001.0000.15.521.40.43.002				7966/Pitts 12/27/23	PD Adv Homicide/Death Inv Conf		-400.91
001.0000.15.521.10.31.001			12/27/2023	7966/Pitts 12/27/23	PD Charging Dock		19.81
001.0000.15.521.10.31.001			12/27/2023	7966/Pitts 12/27/23	PD Cleaning Solution		96.28
001.0000.15.521.40.43.001			12/27/2023	7966/Pitts 12/27/23	PD IACP Conf: Alwine		467.81
001.0000.15.521.40.43.001			12/27/2023	7966/Pitts 12/27/23	PD WSNIA Conf: Alwine		537.80
001.0000.15.521.10.31.001			12/27/2023	7966/Pitts 12/27/23	PD Cleaning Supplies		32.65
001.0000.15.521.10.31.001			12/27/2023	7966/Pitts 12/27/23	PD Spray Bottles		18.71
001.0000.15.521.40.43.002			12/27/2023	7966/Pitts 12/27/23	PD Adv Homicide/Death Inv: Mar		751.90
001.0000.15.521.40.43.002			12/27/2023	7966/Pitts 12/27/23	PD Adv Homicide/Death Inv: Lat		750.99
001.0000.15.521.40.49.003			12/27/2023	7966/Pitts 12/27/23	PD WSNIA Conf: Gildehaus, Carr		1,485.00
001.0000.15.521.40.43.002			12/27/2023	7966/Pitts 12/27/23	PD WSNIA Conf Lodging Dep: Gil		154.55
001.0000.15.521.40.43.002			12/27/2023	7966/Pitts 12/27/23	PD WSNIA Conf Lodging Dep: Car		154.55
001.0000.15.521.40.43.002			12/27/2023	7966/Pitts 12/27/23	PD WSNIA Conf Lodging Dep: Don		154.55
001.0000.15.521.40.49.003			12/27/2023	7966/Pitts 12/27/23	PD Crime Scene Invest: Sale, M		1,947.00
001.0000.15.521.40.43.004			12/27/2023	7966/Pitts 12/27/23	PD Food For FBI LEEDA Course		24.29
98792	1/12/2024	011159		VISA - 7974.			\$153.69

Check No.	Date	Vendor	Inv Date	Invoice	Description	Amount	Check Total
001.0000.11.569.50.49.003			12/27/2023	7974/Scheid 12/27/23	PKSR Comm Resource Fair Fee		50.00
001.0000.11.569.50.31.001			12/27/2023	7974/Scheid 12/27/23	PKSR Sr Ctr Supplies		103.69
98793	1/12/2024	011177		VISA - 8550.			\$13.22
001.0000.13.558.70.49.004			12/27/2023	8550/Newton 12/27/23	ED 11/29-12/29 Dropbox		13.22
98794	1/12/2024	013244		VISA - 9393.			\$351.60
001.9999.15.521.21.35.001			12/27/2023	9393/Sale 12/27/23	PD Camera & Attachments		351.60
98795	1/12/2024	011707		VISA - 9465.			\$1,048.19
001.0000.11.571.20.31.001			12/27/2023	9465/Fairfi 12/27/23	PKRC String Lights		29.70
001.0000.11.571.20.31.050			12/27/2023	9465/Fairfi 12/27/23	PKRC Christmas Parade Supplies		14.51
001.0000.11.571.20.31.050			12/27/2023	9465/Fairfi 12/27/23	PKRC Flashlights		114.21
001.0000.11.571.20.31.005			12/27/2023	9465/Fairfi 12/27/23	PKRC Meal For Tree Lighting Ta		624.97
001.0000.11.571.20.31.050			12/27/2023	9465/Fairfi 12/27/23	PKRC Jingle Bell Dash Supplies		121.81
001.0000.11.571.20.49.001			12/27/2023	9465/Fairfi 12/27/23	PKRC 12/19 CANVA Pro Sub		12.99
301.0027.11.594.76.63.001			12/27/2023	9465/Fairfi 12/27/23	PKFC Water Access Permit Fee		130.00
98796	1/12/2024	006002		WASHINGTON STATE CRIMINAL.			\$14,841.00
001.0000.15.521.40.49.006			1/2/2024	201138977	PD 12/13/23-04/23/24 Training:		14,841.00
98797	1/12/2024	011812		ARCHIVE SOCIAL INC.			\$7,913.99
503.0000.04.518.80.48.003			2/1/2024	285275	IT 02/01/24-01/31/25 Social M		7,188.00
503.0000.04.518.80.48.003			2/1/2024	285275	Sales Tax		725.99
98798	1/12/2024	012572		BLUE SCOOTER MEDIA.			\$9,998.70
001.0000.11.571.20.41.082			1/3/2024	1123	PKFC MLK Video Production		9,998.70
98799	1/12/2024	010869		CAPITOL CITY PRESS INC.			\$2,073.25
001.0000.07.558.60.41.001			12/29/2023	155377	CD 1,000 Lakewood Touring Maps		1,000.00
001.0000.07.558.60.49.005			12/29/2023	155377	CD 1,000 Lakewood Touring Maps		1,073.25
98800	1/12/2024	000133		DEPT OF LABOR & INDUSTRIES.			\$275.00
001.0000.15.521.10.49.001			1/7/2024	11641	PD Explosives License: Ryan Mo		175.00
001.0000.15.521.10.49.001			1/7/2024	11644	PD Explosives User License Ren		50.00

Check No.	Date	Vendor	Inv Date	Invoice	Description	Amount	Check Total
001.0000.15.521.10.49.001			1/4/2024	11637	PD Explosives User License Ren		50.00
98801	1/12/2024	001692		DEPT OF LABOR & INDUSTRIES.			\$174.30
502.0000.17.542.65.41.001			1/12/2024	336122	PKFC 03/01/24-03/01/25 PD Elev		174.30
98802	1/12/2024	009472		DISH NETWORK LLC.			\$179.13
503.0000.04.518.80.42.001			1/4/2024	8255 7070 8168 1616	IT 01/16-02/15 PD TV/HD Receiv		179.13
98803	1/12/2024	000145		DMCJA.			\$600.00
001.0000.02.512.50.49.003			1/3/2024	00061	MC DMCJA Annual Dues: Judge Li		600.00
98804	1/12/2024	012935		FOREST VILLAGE APARTMENTS.			\$3,420.00
190.3007.52.559.32.41.001			1/9/2024	1/9/24 #182 Rent	CDBG EADR Abel & Anderson Rent		3,420.00
98805	1/12/2024	012935		FOREST VILLAGE APARTMENTS.			\$1,434.00
190.3007.52.559.32.41.001			1/9/2024	1/9/24 #182 Deposits	CDBG EADR Abel & Anderson Depo		1,434.00
98806	1/12/2024	013385		MORNING STAR NW INVESTMENTS.			\$3,150.00
190.3007.52.559.32.41.001			1/10/2024	119	CDBG EADR Palmer & Cox Deposit		3,150.00
98807	1/12/2024	011227		SHOW CASE MEDIA.			\$515.00
001.0000.11.571.20.44.001			1/1/2024	5317	PKFC 01/24 1/4 pg Ad: Neighbor		515.00
98808	1/12/2024	002989		WA ECONOMIC DEV ASSOC.			\$400.00
001.0000.13.558.70.49.001			1/1/2024	8988	ED 2024 WEDA Membership		400.00
98809	1/12/2024	000577		WABO.			\$205.00
001.0000.07.558.50.49.001			11/1/2023	14523	CD WABO 2024 Membership		205.00
98810	1/12/2024	009591		WASH STATE DEPT OF AGRICULTURE.			\$150.00
101.0000.11.542.70.49.003			12/28/2023	12282023	PK Pesticide Lic & Testing: An		75.00
001.0000.11.576.80.49.003			12/28/2023	12282023	PK Pesticide Lic & Testing: An		75.00
98811	1/12/2024	009591		WASH STATE DEPT OF AGRICULTURE.			\$75.00
001.0000.11.576.80.49.003			12/28/2023	12/28/2023	PK Pesticide Lic & Testing: As		75.00


Check No.	Date	Vendor	Inv Date	Invoice	Description	Amount	Check Total
98812	1/12/2024	009591		WASH STATE DEPT OF AGRICULTURE.			\$75.00
101.0000.11.542.70.49.003			1/10/2024	01/10/2024	PK Pesticide Lic & Testing: Ef		75.00
98813	1/12/2024	000576		WASHINGTON STATE BAR ASSOC.			\$2,357.00
001.0000.06.515.30.49.001			1/12/2024	2024 17792 McKain	LG 2024 WSBA Dues: 17792 McKai		465.00
001.0000.06.515.31.49.001			1/12/2024	2024 18400 Wachter	LG 2024 WSBA Dues: 18400 Wacht		473.00
001.0000.07.558.65.49.001			1/12/2024	2024 27360 Speir	CD 2024 WSBA Dues: 27360 Speir		473.00
001.0000.06.515.31.49.001			1/12/2024	2024 27805 Schumache	LG 2024 WSBA Dues: 27805 Schum		473.00
001.0000.06.515.31.49.001			1/12/2024	2024 52622 Farrow	LG 2024 WSBA Dues: 52622 Farro		473.00
# of Checks Issued 306							
Total \$ 5,943,245.44							



City of Lakewood

To: Mayor and City Councilmembers

From: Tho Kraus, Deputy City Manager

Through: John J. Caulfield, City Manager 

Date: February 05, 2024

Subject: Payroll Check Approval

Payroll Period(s): December 16-31, 2023 and January 1-15, 2024

Total Amount: \$3,230,757.63

Checks Issued:

Check Numbers: 114568-114575

Total Amount of Checks Issued: \$57,702.32

Electronic Funds Transfer:

Total Amount of EFT Payments: \$959,751.46

Direct Deposit:

Total Amount of Direct Deposit Payments: \$1,949,657.29

Federal Tax Deposit:

Total Amount of Deposit: \$263,646.56

I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered, or the labor performed as described herein and that the claims are just and due obligations against the City of Lakewood, Washington, and that I am authorized to authenticate and certify said liens.



Dana Kapla
Assistant Finance Director



Tho Kraus
Deputy City Manager



John J. Caulfield
City Manager

Payroll Distribution

City of Lakewood

Pay Period ending 12-16-2023 thru 01-15-2024

Direct Deposit and ACH in the amount of:	\$	3,173,055.31
Payroll Ck#'s 114568 - 114575 in the amount of:	\$	57,702.32
Total Payroll Distribution:	\$	3,230,757.63

Employee Pay Total by Fund:

Fund 001 - General	Amount
City Council	\$ 11,720.00
Municipal Court	\$ 77,389.47
City Manager	\$ 44,627.32
Administrative Services	\$ 77,796.00
Legal and Human Resources	\$ 115,785.25
Community and Economic Development	\$ 132,159.83
Parks, Recreation and Community Services	\$ 112,306.29
Police	\$ 1,318,139.36
Non-Departmental	\$ -
General Fund Total	\$ 1,889,923.52

Fund 101 - Street	\$ 52,518.40
Fund 105 - Property Abatement/Rental Housing Safety Program	\$ 16,925.30
Fund 180 - Narcotics Seizure	\$ 1,806.92
Fund 190 - CDBG Grants	\$ 11,872.51
Fund 192 - SSMCP	\$ 17,251.00
Fund 195 - Public Safety Grants	\$ 21,314.82
Fund 196 - ARPA Grant	\$ 8,677.13
Fund 301 - Parks CIP	\$ 10,682.79
Fund 302 - Transportation CIP	\$ 72,875.80
Fund 311 - Sewer Capital Project	\$ 563.07
Fund 401 - Surface Water Management	\$ 48,280.60
Fund 502 - Property Management	\$ 15,701.04
Fund 503 - Information Technology	\$ 46,258.40
Other Funds Total	\$ 324,727.78

Employee Gross Pay Total:	\$	2,214,651.30
Benefits and Deductions:	\$	1,016,106.33
Grand Total:	\$	3,230,757.63

REQUEST FOR COUNCIL ACTION

DATE ACTION IS REQUESTED: February 5, 2024	TITLE: Motion authorizing the City Manager to enter into a professional services agreement with KPG Psomas, Inc. in an amount not to exceed \$532,715.68 for design services related to the 100 th Street SW project.	TYPE OF ACTION: — ORDINANCE — RESOLUTION <input checked="" type="checkbox"/> MOTION 2024-09 — OTHER
REVIEW: February 5, 2024	ATTACHMENTS: Scope and Budget	

SUBMITTED BY: Paul A. Bucich, P.E., Public Works Engineering Director/City Engineer.

RECOMMENDATION: It is recommended that the City Council authorize the City Manager to enter into a professional services agreement with KPG Psomas, Inc. in an amount not to exceed \$532,715.68 for design services related to the 100th Street SW project.

DISCUSSION: This project will construct sidewalks along 100th Street SW between Lakeview Avenue SW and South Tacoma Way and along 40th Avenue SW between 100th Street SW and the existing sidewalk near 96th Street SW. Improvements include curb, gutter, storm drainage, streetlights, a new signal at 40th St SW and 100th ST SW and a new asphalt surface.

Design is anticipated to commence in early 2024 and completed in spring 2025. The City will apply for grant funding for obtaining right of way in spring 2024 for FY 2027 funding as part of PSRC's call for projects. Construction funding would be pursued in anticipated grant applications in the spring of 2026 for FY 2029 funding. Estimated completion of project is 2030.

ALTERNATIVE(S): There is no practical alternative other than to conduct a new consultant selection process and negotiate a new fee.

FISCAL IMPACT: This project is funded from a federal Surface Transportation Program grant and matching City funds allocated in the 2023 Carry Forward Budget. The project is fully funded, and this contract falls within those constraints.

Troy Pokswinski
Prepared by

Paul A. Bucich
Department Director


City Manager Review

Local Agency A&E Professional Services Cost Plus Fixed Fee Consultant Agreement

Agreement Number: 1

Firm/Organization Legal Name (do not use dba's): KPG Psomas INC		
Address 2502 Jefferson Avenue, Tacoma, WA 98402	Federal Aid Number 3100(003)	
UBI Number 604-635-123	Federal TIN or SSN Number 95-2863554	
Execution Date	Completion Date	
1099 Form Required <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Federal Participation <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Project Title 100th Street SW - Lakeview Ave SW to S. Tacoma Way		
Description of Work Construct curb, gutter, and sidewalks, shared bike lanes, street lighting, storm infrastructure, grind, pavement overlay with a new signal at 40th Avenue SW. Preliminary ROW activities will be performed in conjunction with the design. See Exhibit A, Scope of Work for more detailed description		
<input checked="" type="checkbox"/> Yes 19% <input type="checkbox"/> Yes <input type="checkbox"/> Yes <input type="checkbox"/> Yes	<input type="checkbox"/> No DBE Participation <input checked="" type="checkbox"/> No MBE Participation <input checked="" type="checkbox"/> No WBE Participation <input checked="" type="checkbox"/> No SBE Participation	Total Amount Authorized: \$532,715.68 Management Reserve Fund: 0 Maximum Amount Payable: \$532,715.68

Index of Exhibits

Exhibit A	Scope of Work
Exhibit B	DBE Participation
Exhibit C	Preparation and Delivery of Electronic Engineering and Other Data
Exhibit D	Prime Consultant Cost Computations
Exhibit E	Sub-consultant Cost Computations
Exhibit F	Title VI Assurances
Exhibit G	Certification Documents
Exhibit H	Liability Insurance Increase
Exhibit I	Alleged Consultant Design Error Procedures
Exhibit J	Consultant Claim Procedures

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THIS AGREEMENT, made and entered into as shown in the “Execution Date” box on page one (1) of this AGREEMENT, between the City of Lakewood hereinafter called the “AGENCY,” and the “Firm / Organization Name” referenced on page one (1) of this AGREEMENT, hereinafter called the “CONSULTANT.”

WHEREAS, the AGENCY desires to accomplish the work referenced in “Description of Work” on page one (1) of this AGREEMENT and hereafter called the “SERVICES;” and does not have sufficient staff to meet the required commitment and therefore deems it advisable and desirable to engage the assistance of a CONSULTANT to provide the necessary SERVICES; and

WHEREAS, the CONSULTANT represents that they comply with the Washington State Statutes relating to professional registration, if applicable, and has signified a willingness to furnish consulting services to the AGENCY.

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

I. General Description of Work

The work under this AGREEMENT shall consist of the above-described SERVICES as herein defined, and necessary to accomplish the completed work for this project. The CONSULTANT shall furnish all services, labor, and related equipment and, if applicable, sub-consultants and subcontractors necessary to conduct and complete the SERVICES as designated elsewhere in this AGREEMENT.

II. General Scope of Work

The Scope of Work and projected level of effort required for these SERVICES is described in Exhibit “A” attached hereto and by this reference made a part of this AGREEMENT. The General Scope of Work was developed utilizing performance based contracting methodologies.

III. General Requirements

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

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

The CONSULTANT, any sub-consultants, and the AGENCY shall comply with all Federal, State, and local laws, rules, codes, regulations, and all AGENCY policies and directives, applicable to the work to be performed under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accordance with the laws of the State of Washington.

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Participation for Disadvantaged Business Enterprises (DBE) or Small Business Enterprises (SBE), if required, per 49 CFR Part 26, shall be shown on the heading of this AGREEMENT. If DBE firms are utilized at the commencement of this AGREEMENT, the amounts authorized to each firm and their certification number will be shown on Exhibit "B" attached hereto and by this reference made part of this AGREEMENT. If the Prime CONSULTANT is a DBE certified firm they must comply with the Commercial Useful Function (CUF) regulation outlined in the AGENCY's "DBE Program Participation Plan" and perform a minimum of 30% of the total amount of this AGREEMENT. It is recommended, but not required, that non-DBE Prime CONSULTANTS perform a minimum of 30% of the total amount of this AGREEMENT.

In the absents of a mandatory DBE goal, a voluntary SBE goal amount of ten percent of the Consultant Agreement is established. The Consultant shall develop a SBE Participation Plan prior to commencing work. Although the goal is voluntary, the outreach efforts to provide SBE maximum practicable opportunities are not.

The CONSULTANT, on a monthly basis, shall enter the amounts paid to all firms (including Prime) involved with this AGREEMENT into the wsdot.diversitycompliance.com program. Payment information shall identify any DBE Participation.

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

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

Any and all notices or requests required under this AGREEMENT shall be made in writing and sent to the other party by (i) certified mail, return receipt requested, or (ii) by email or facsimile, to the address set forth below:

If to AGENCY:

Name: Troy Pokswinski
Agency: City of Lakewood
Address: 6000 Main Street
City: Lakewood State: WA Zip: 98499
Email: tpokswinski@cityoflakewood.us
Phone: (253) 983-7729
Facsimile:

If to CONSULTANT:

Name: Nate Mozer
Agency: KPG Psomas Inc
Address: 2502 Jefferson Avenue
City: Tacoma State: WA Zip: 98402
Email: Nate.Mozer@psomas.com
Phone: 253-627-0720
Facsimile: N/A

IV. Time for Beginning and Completion

The CONSULTANT shall not begin any work under the terms of this AGREEMENT until authorized in writing by the AGENCY. All work under this AGREEMENT shall be completed by the date shown in the heading of this AGREEMENT titled "Completion Date."

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

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V. Payment Provisions

The CONSULTANT shall be paid by the AGENCY for completed SERVICES rendered under this AGREEMENT as provided hereinafter. Such payment shall be full compensation for SERVICES performed or SERVICES rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete SERVICES, specified in Section II, "Scope of Work". The CONSULTANT shall conform to all applicable portions of 48 CFR Part 31 (www.ecfr.gov). The estimate in support of the Cost Plus Fixed Fee amount is attached hereto as Exhibits "D" and "E" and by this reference made part of this AGREEMENT.

A. Actual Costs: Payment for all consulting services for this PROJECT shall be on the basis of the CONSULTANT'S actual cost plus a fixed fee. The actual cost shall include direct salary cost, indirect cost rate, and direct non-salary costs.

1. Direct (RAW) Labor Costs: The Direct (RAW) Labor Cost is the direct salary paid to principals, professional, technical, and clerical personnel for the time they are productively engaged in work necessary to fulfill the terms of this AGREEMENT. The CONSULTANT shall maintain support data to verify the direct salary costs billed to the AGENCY.
2. Indirect Cost Rate (ICR) Costs: ICR Costs are those costs, other than direct costs, which are included as such on the books of the CONSULTANT in the normal everyday keeping of its books. Progress payments shall be made at the ICR rates shown in attached Exhibits "D" and "E" of this AGREEMENT. Total ICR payment shall be based on Actual Costs. The AGENCY agrees to reimburse the CONSULTANT the actual ICR costs verified by audit, up to the Maximum Total Amount Payable, authorized under this AGREEMENT, when accumulated with all other Actual Costs.

A summary of the CONSULTANT'S cost estimate and the ICR percentage is shown in Exhibits "D" and "E", attached hereto and by this reference made part of this AGREEMENT. The CONSULTANT (prime and all A&E sub-consultants) will submit to the AGENCY within six (6) months after the end of each firm's fiscal year, an ICR schedule in the format required by the AGENCY (cost category, dollar expenditures, etc.) for the purpose of adjusting the ICR rate for billings received and paid during the fiscal year represented by the ICR schedule. It shall also be used for the computation of progress payments during the following year and for retroactively adjusting the previous year's ICR cost to reflect the actual rate. The ICR schedule will be sent to Email: ConsultantRates@wsdot.wa.gov.

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

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

3. Direct Non-Salary Costs: Direct Non-Salary Costs will be reimbursed at the Actual Cost to the CONSULTANT. (excluding Meals, which are reimbursed at the per diem rates identified in this section) These charges may include, but are not limited to, the following items: travel, printing, long distance telephone, supplies, computer charges and fees of sub-consultants. Air or train travel will be reimbursed only to economy class levels unless otherwise approved by the AGENCY. The CONSULTANT shall comply with the rules and regulations regarding travel costs (excluding air, train, and rental car costs) in accordance with WSDOT's Accounting Manual M 13-82, Chapter 10 – Travel Rules and Procedures, and revisions thereto. Air, train, and rental car costs shall be reimbursed in accordance with 48 Code of Federal Regulations (CFR) Part 31.205-46 "Travel Costs." The billing for Direct Non-Salary Costs shall include an itemized listing of the charges directly identifiable with the PROJECT. The CONSULTANT shall maintain the original supporting documents in their office. Copies of the original supporting documents shall be supplied to the AGENCY upon request. All above charges must be necessary for the services provided under this AGREEMENT.

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4. Fixed Fee: The Fixed Fee, which represents the CONSULTANT'S profit, is shown in attached Exhibits "D" and "E" of this AGREEMENT. This fee is based on the Scope of Work defined in this AGREEMENT and the estimated person-hours required to perform the stated Scope of Work. In the event the CONSULTANT enters into a supplemental AGREEMENT for additional work, the supplemental AGREEMENT may include provisions for the added costs and an appropriate additional fee. The Fixed Fee will be prorated and paid monthly in proportion to the percentage of work completed by the CONSULTANT and reported in the Monthly Progress Reports accompanying the billings. Any portion of the Fixed Fee earned but not previously paid in the progress payments will be covered in the final payment, subject to the provisions of Section IX entitled "Termination of Agreement."
 5. Management Reserve Fund (MRF): The AGENCY may desire to establish MRF to provide the Agreement Administrator with the flexibility to authorize additional funds to the AGREEMENT for allowable unforeseen costs, or reimbursing the CONSULTANT for additional work beyond that already defined in this AGREEMENT. Such authorization(s) shall be in writing and shall not exceed the lesser of \$100,000 or 10% of the Total Amount Authorized as shown in the heading of this AGREEMENT. The amount included for the MRF is shown in the heading of this AGREEMENT. This fund may not be replenished. Any changes requiring additional costs in excess of the MRF shall be made in accordance with Section XIII, "Extra Work."
 6. Maximum Total Amount Payable: The Maximum Total Amount Payable by the AGENCY to the CONSULTANT under this AGREEMENT shall not exceed the amount shown in the heading of this AGREEMENT. The Maximum Total Amount Payable is comprised of the Total Amount Authorized, and the MRF. The Maximum Total Amount Payable does not include payment for Extra Work as stipulated in Section XIII, "Extra Work." No minimum amount payable is guaranteed under this AGREEMENT.
- B. Monthly Progress Payments: The CONSULTANT may submit billings to the AGENCY for reimbursement of Actual Costs plus the ICR and calculated fee on a monthly basis during the progress of the work. Such billings shall be in a format approved by the AGENCY and accompanied by the monthly progress reports required under Section III, "General Requirements" of this AGREEMENT. The billings will be supported by an itemized listing for each item including Direct (RAW) Labor, Direct Non-Salary, and allowable ICR Costs to which will be added the prorated Fixed Fee. To provide a means of verifying the billed Direct (RAW) Labor costs for CONSULTANT employees, the AGENCY may conduct employee interviews. These interviews may consist of recording the names, titles, Direct (RAW) Labor rates, and present duties of those employees performing work on the PROJECT at the time of the interview.
- C. Final Payment: Final Payment of any balance due the CONSULTANT of the gross amount earned will be made promptly upon its verification by the AGENCY after the completion of the work under this AGREEMENT, contingent, if applicable, upon receipt of all PS&E, plans, maps, notes, reports, electronic data and other related documents which are required to be furnished under this AGREEMENT. Acceptance of such Final Payment by the CONSULTANT shall constitute a release of all claims for payment, which the CONSULTANT may have against the AGENCY unless such claims are specifically reserved in writing and transmitted to the AGENCY by the CONSULTANT prior to its acceptance. Said Final Payment shall not, however, be a bar to any claims that the AGENCY may have against the CONSULTANT or to any remedies the AGENCY may pursue with respect to such claims.

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

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D. Inspection of Cost Records: The CONSULTANT and their sub-consultants shall keep available for inspection by representatives of the AGENCY and the United States, for a period of six (6) years after receipt of final payment, the cost records and accounts pertaining to this AGREEMENT and all items related to or bearing upon these records with the following exception: if any litigation, claim or audit arising out of, in connection with, or related to this AGREEMENT is initiated before the expiration of the six (6) year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records is completed.

An interim or post audit may be performed on this AGREEMENT. The audit, if any, will be performed by the State Auditor, WSDOT's Internal Audit Office and/or at the request of the AGENCY's Project Manager.

VI. Sub-Contracting

The AGENCY permits subcontracts for those items of SERVICES as shown in Exhibit "A" attached hereto and by this reference made part of this AGREEMENT.

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

Compensation for this sub-consultant SERVICES shall be based on the cost factors shown on Exhibit "E" attached hereto and by this reference made part of this AGREEMENT.

The SERVICES of the sub-consultant shall not exceed its maximum amount payable identified in each sub-consultant cost estimate unless a prior written approval has been issued by the AGENCY.

All reimbursable direct labor, indirect cost rate, direct non-salary costs and fixed fee costs for the sub-consultant shall be negotiated and substantiated in accordance with section V "Payment Provisions" herein and shall be memorialized in a final written acknowledgement between the parties.

All subcontracts shall contain all applicable provisions of this AGREEMENT, and the CONSULTANT shall require each sub-consultant or subcontractor, of any tier, to abide by the terms and conditions of this AGREEMENT. With respect to sub-consultant payment, the CONSULTANT shall comply with all applicable sections of the STATE's Prompt Payment laws as set forth in RCW 39.04.250 and RCW 39.76.011.

The CONSULTANT, sub-recipient, or sub-consultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this AGREEMENT. The CONSULTANT shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the CONSULTANT to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the recipient deems appropriate.

VII. Employment and Organizational Conflict of Interest

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

Any and all employees of the CONSULTANT or other persons while engaged in the performance of any work or services required of the CONSULTANT under this AGREEMENT, shall be considered employees of the CONSULTANT only and not of the AGENCY, and any and all claims that may arise under any Workmen's

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Compensation Act on behalf of said employees or other persons while so engaged, and any and all claims made by a third party as a consequence of any act or omission on the part of the CONSULTANT's employees or other persons while so engaged on any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of the CONSULTANT.

The CONSULTANT shall not engage, on a full- or part-time basis, or other basis, during the period of this AGREEMENT, any professional or technical personnel who are, or have been, at any time during the period of this AGREEMENT, in the employ of the United States Department of Transportation or the AGENCY, except regularly retired employees, without written consent of the public employer of such person if he/she will be working on this AGREEMENT for the CONSULTANT.

VIII. Nondiscrimination

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees, sub-consultants, subcontractors and successors in interest, agrees to comply with the following laws and regulations:

- Title VI of the Civil Rights Act of 1964
(42 U.S.C. Chapter 21 Subchapter V § 2000d through 2000d-4a)
- Federal-aid Highway Act of 1973
(23 U.S.C. Chapter 3 § 324)
- Rehabilitation Act of 1973
(29 U.S.C. Chapter 16 Subchapter V § 794)
- Age Discrimination Act of 1975
(42 U.S.C. Chapter 76 § 6101 *et. seq.*)
- Civil Rights Restoration Act of 1987
(Public Law 100-259)
- American with Disabilities Act of 1990
(42 U.S.C. Chapter 126 § 12101 *et. seq.*)
- 23 CFR Part 200
- 49 CFR Part 21
- 49 CFR Part 26
- RCW 49.60.180

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

IX. Termination of Agreement

The right is reserved by the AGENCY to terminate this AGREEMENT at any time with or without cause upon ten (10) days written notice to the CONSULTANT.

In the event this AGREEMENT is terminated by the AGENCY, other than for default on the part of the CONSULTANT, a final payment shall be made to the CONSULTANT for actual hours charged and any appropriate fixed fee percentage at the time of termination of this AGREEMENT, plus any direct non-salary costs incurred up to the time of termination of this AGREEMENT.

No payment shall be made for any SERVICES completed after ten (10) days following receipt by the CONSULTANT of the notice to terminate. If the accumulated payment made to the CONSULTANT prior to Notice of Termination exceeds the total amount that would be due when computed as set forth in paragraph two (2) of this section, then no final payment shall be due and the CONSULTANT shall immediately reimburse the AGENCY for any excess paid.

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

In the event of a termination for default, the amount to be paid to the CONSULTANT shall be determined by the AGENCY with consideration given to the actual costs incurred by the CONSULTANT in performing SERVICES to the date of termination, the amount of SERVICES originally required which was satisfactorily completed to

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date of termination, whether that SERVICE is in a form or a type which is usable to the AGENCY at the time of termination, the cost to the AGENCY of employing another firm to complete the SERVICES required and the time which may be required to do so, and other factors which affect the value to the AGENCY of the SERVICES performed at the time of termination. Under no circumstances shall payment made under this subsection exceed the amount, which would have been made using the formula set forth in paragraph two (2) of this section.

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

The CONSULTANT shall, within 15 days, notify the AGENCY in writing, in the event of the death of any member, partner, or officer of the CONSULTANT or the death or change of any of the CONSULTANT's supervisory and/or other key personnel assigned to the project or disaffiliation of any principally involved CONSULTANT employee. The CONSULTANT shall also notify the AGENCY, in writing, in the event of the sale or transfer of 50% or more of the beneficial ownership of the CONSULTANT within 15 days of such sale or transfer occurring. The CONSULTANT shall continue to be obligated to complete the SERVICES under the terms of this AGREEMENT unless the AGENCY chooses to terminate this AGREEMENT for convenience or chooses to renegotiate any term(s) of this AGREEMENT. If termination for convenience occurs, final payment will be made to the CONSULTANT as set forth in the second and third paragraphs of this section.

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

X. Changes of Work

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

XI. Disputes

Any disputed issue not resolved pursuant to the terms of this AGREEMENT shall be submitted in writing within 10 days to the Director of Public Works or AGENCY Engineer, whose decision in the matter shall be final and binding on the parties of this AGREEMENT; provided however, that if an action is brought challenging the Director of Public Works or AGENCY Engineer's decision, that decision shall be subject to judicial review. If the parties to this AGREEMENT mutually agree, disputes concerning alleged design errors will be conducted under the procedures found in Exhibit "J". In the event that either party deem it necessary to institute legal action or proceeding to enforce any right or obligation under this AGREEMENT, this action shall be initiated in the Superior Court of the State of Washington, situated in the county in which the AGENCY is located. The parties hereto agree that all questions shall be resolved by application of Washington law and that the parties have the right of appeal from such decisions of the Superior Court in accordance with the laws of the State of Washington. The CONSULTANT hereby consents to the personal jurisdiction of the Superior Court of the State of Washington, situated in the county in which the AGENCY is located.

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XII. Legal Relations

The CONSULTANT, any sub-consultants, and the AGENCY shall comply with all Federal, State, and local laws, rules, codes, regulations and all AGENCY policies and directives, applicable to the work to be performed under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accordance with the laws of the State of Washington.

The CONSULTANT shall defend, indemnify, and hold The State of Washington (STATE) and the AGENCY and their officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the negligence of, or the breach of any obligation under this AGREEMENT by, the CONSULTANT or the CONSULTANT's agents, employees, sub consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable; provided that nothing herein shall require a CONSULTANT to defend or indemnify the STATE and the AGENCY and their officers and employees against and hold harmless the STATE and the AGENCY and their officers and employees from claims, demands or suits based solely upon the negligence of, or breach of any obligation under this AGREEMENT by the STATE and the AGENCY, their agents, officers, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the STATE and/or the AGENCY may be legally liable; and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the CONSULTANT or the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT is legally liable, and (b) the STATE and/or AGENCY, their agents, officers, employees, sub-consultants, subcontractors and or vendors, of any tier, or any other persons for whom the STATE and or AGENCY may be legally liable, the defense and indemnity obligation shall be valid and enforceable only to the extent of the CONSULTANT's negligence or the negligence of the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable. This provision shall be included in any AGREEMENT between CONSULTANT and any sub-consultant, subcontractor and vendor, of any tier.

The CONSULTANT shall also defend, indemnify, and hold the STATE and the AGENCY and their officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions by the CONSULTANT or the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable, in performance of the Work under this AGREEMENT or arising out of any use in connection with the AGREEMENT of methods, processes, designs, information or other items furnished or communicated to STATE and/or the AGENCY, their agents, officers and employees pursuant to the AGREEMENT; provided that this indemnity shall not apply to any alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions resulting from STATE and/or AGENCY's, their agents', officers' and employees' failure to comply with specific written instructions regarding use provided to STATE and/or AGENCY, their agents, officers and employees by the CONSULTANT, its agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable.

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

Notwithstanding any determination by the Executive Ethics Board or other tribunal, the AGENCY may, in its sole discretion, by written notice to the CONSULTANT terminate this AGREEMENT if it is found after due notice and examination by the AGENCY that there is a violation of the Ethics in Public Service Act, Chapter 42.52 RCW; or any similar statute involving the CONSULTANT in the procurement of, or performance under, this AGREEMENT.

The CONSULTANT specifically assumes potential liability for actions brought by the CONSULTANT's own employees or its agents against the STATE and /or the AGENCY and, solely for the purpose of this indemnification and defense, the CONSULTANT specifically waives any immunity under the state industrial insurance law, Title 51 RCW. This waiver has been mutually negotiated between the Parties.

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

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

Insurance Coverage

- A. Worker's compensation and employer's liability insurance as required by the STATE.
- B. Commercial general liability insurance written under ISO Form CG 00 01 12 04 or its equivalent with minimum limits of one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000.00) in the aggregate for each policy period.
- C. Business auto liability insurance written under ISO Form CG 00 01 10 01 or equivalent providing coverage for any "Auto" (Symbol 1) used in an amount not less than a one million dollar (\$1,000,000.00) combined single limit for each occurrence.

Excepting the Worker's Compensation Insurance and any Professional Liability Insurance, the STATE and AGENCY, their officers, employees, and agents will be named on all policies of CONSULTANT and any sub-consultant and/or subcontractor as an additional insured (the "AIs"), with no restrictions or limitations concerning products and completed operations coverage. This coverage shall be primary coverage and non-contributory and any coverage maintained by the AIs shall be excess over, and shall not contribute with, the additional insured coverage required hereunder. The CONSULTANT's and the sub-consultant's and/or subcontractor's insurer shall waive any and all rights of subrogation against the AIs. The CONSULTANT shall furnish the AGENCY with verification of insurance and endorsements required by this AGREEMENT. The AGENCY reserves the right to require complete, certified copies of all required insurance policies at any time.

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

Name: Troy Pokswinski
Agency: City of Lakewood
Address: 6000 Main Street SW
City: Lakewood State: WA Zip: 98499
Email: tpokswinski@cityoflakewood.us
Phone: (253) 983-7729
Facsimile:

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

The CONSULTANT's professional liability to the AGENCY, including that which may arise in reference to section IX "Termination of Agreement" of this AGREEMENT, shall be limited to the accumulative amount of the authorized AGREEMENT amount or one million dollars (\$1,000,000.00), whichever is greater, unless the limit of liability is increased by the AGENCY pursuant to Exhibit H. In no case shall the CONSULTANT's professional liability to third parties be limited in any way.

Agreement Number: 1

The parties enter into this AGREEMENT for the sole benefit of the parties, and to the exclusion of any third party, and no third party beneficiary is intended or created by the execution of this AGREEMENT.

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

XIII. Extra Work

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

XIV. Endorsement of Plans

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

XV. Federal Review

The Federal Highway Administration shall have the right to participate in the review or examination of the SERVICES in progress.

XVI. Certification of the Consultant and the Agency

Attached hereto as Exhibit "G-1(a and b)" are the Certifications of the CONSULTANT and the AGENCY, Exhibit "G-2" Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions, Exhibit "G-3" Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying and Exhibit "G-4" Certificate of Current Cost or Pricing Data. Exhibit "G-3" is required only in AGREEMENT's over one hundred thousand dollars (\$100,000.00) and Exhibit "G-4" is required only in AGREEMENT's over five hundred thousand dollars (\$500,000.00.) These Exhibits must be executed by the CONSULTANT, and submitted with the master AGREEMENT, and returned to the AGENCY at the address listed in section III "General Requirements" prior to its performance of any SERVICES under this AGREEMENT.

Agreement Number: 1

XVII. Complete Agreement

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

XVIII. Execution and Acceptance

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

XIX. Protection of Confidential Information

The CONSULTANT acknowledges that some of the material and information that may come into its possession or knowledge in connection with this AGREEMENT or its performance may consist of information that is exempt from disclosure to the public or other unauthorized persons under either chapter 42.56 RCW or other local, state or federal statutes ("State's Confidential Information"). The "State's Confidential Information" includes, but is not limited to, names, addresses, Social Security numbers, e-mail addresses, telephone numbers, financial profiles, credit card information, driver's license numbers, medical data, law enforcement records (or any other information identifiable to an individual), STATE and AGENCY source code or object code, STATE and AGENCY security data, non-public Specifications, STATE and AGENCY non-publicly available data, proprietary software, State security data, or information which may jeopardize any part of the project that relates to any of these types of information. The CONSULTANT agrees to hold the State's Confidential Information in strictest confidence and not to make use of the State's Confidential Information for any purpose other than the performance of this AGREEMENT, to release it only to authorized employees, sub-consultants or subcontractors requiring such information for the purposes of carrying out this AGREEMENT, and not to release, divulge, publish, transfer, sell, disclose, or otherwise make it known to any other party without the AGENCY's express written consent or as provided by law. The CONSULTANT agrees to release such information or material only to employees, sub-consultants or subcontractors who have signed a nondisclosure AGREEMENT, the terms of which have been previously approved by the AGENCY. The CONSULTANT agrees to implement physical, electronic, and managerial safeguards to prevent unauthorized access to the State's Confidential Information.

Immediately upon expiration or termination of this AGREEMENT, the CONSULTANT shall, at the AGENCY's option: (i) certify to the AGENCY that the CONSULTANT has destroyed all of the State's Confidential Information; or (ii) returned all of the State's Confidential Information to the AGENCY; or (iii) take whatever other steps the AGENCY requires of the CONSULTANT to protect the State's Confidential Information.

As required under Executive Order 00-03, the CONSULTANT shall maintain a log documenting the following: the State's Confidential Information received in the performance of this AGREEMENT; the purpose(s) for which the State's Confidential Information was received; who received, maintained and used the State's Confidential Information; and the final disposition of the State's Confidential Information. The CONSULTANT's records shall be subject to inspection, review, or audit upon reasonable notice from the AGENCY.

The AGENCY reserves the right to monitor, audit, or investigate the use of the State's Confidential Information collected, used, or acquired by the CONSULTANT through this AGREEMENT. The monitoring, auditing, or investigating may include, but is not limited to, salting databases.

Agreement Number: 1

Violation of this section by the CONSULTANT or its sub-consultants or subcontractors may result in termination of this AGREEMENT and demand for return of all State's Confidential Information, monetary damages, or penalties.

It is understood and acknowledged that the CONSULTANT may provide the AGENCY with information which is proprietary and/or confidential during the term of this AGREEMENT. The parties agree to maintain the confidentiality of such information during the term of this AGREEMENT and afterwards. All materials containing such proprietary and/or confidential information shall be clearly identified and marked as "Confidential" and shall be returned to the disclosing party at the conclusion of the SERVICES under this AGREEMENT.

The CONSULTANT shall provide the AGENCY with a list of all information and materials it considers confidential and/or proprietary in nature: (a) at the commencement of the term of this AGREEMENT; or (b) as soon as such confidential or proprietary material is developed. "Proprietary and/or confidential information" is not meant to include any information which, at the time of its disclosure: (i) is already known to the other party; (ii) is rightfully disclosed to one of the parties by a third party that is not acting as an agent or representative for the other party; (iii) is independently developed by or for the other party; (iv) is publicly known; or (v) is generally utilized by unaffiliated third parties engaged in the same business or businesses as the CONSULTANT.

The parties also acknowledge that the AGENCY is subject to Washington State and federal public disclosure laws. As such, the AGENCY shall maintain the confidentiality of all such information marked proprietary and/or confidential or otherwise exempt, unless such disclosure is required under applicable state or federal law. If a public disclosure request is made to view materials identified as "Proprietary and/or confidential information" or otherwise exempt information, the AGENCY will notify the CONSULTANT of the request and of the date that such records will be released to the requester unless the CONSULTANT obtains a court order from a court of competent jurisdiction enjoining that disclosure. If the CONSULTANT fails to obtain the court order enjoining disclosure, the AGENCY will release the requested information on the date specified.

The CONSULTANT agrees to notify the sub-consultant of any AGENCY communication regarding disclosure that may include a sub-consultant's proprietary and/or confidential information. The CONSULTANT notification to the sub-consultant will include the date that such records will be released by the AGENCY to the requester and state that unless the sub-consultant obtains a court order from a court of competent jurisdiction enjoining that disclosure the AGENCY will release the requested information. If the CONSULTANT and/or sub-consultant fail to obtain a court order or other judicial relief enjoining the AGENCY by the release date, the CONSULTANT shall waive and release and shall hold harmless and indemnify the AGENCY from all claims of actual or alleged damages, liabilities, or costs associated with the AGENCY's said disclosure of sub-consultants' information.

XX. Records Maintenance

During the progress of the Work and SERVICES provided hereunder and for a period of not less than six (6) years from the date of final payment to the CONSULTANT, the CONSULTANT shall keep, retain and maintain all "documents" pertaining to the SERVICES provided pursuant to this AGREEMENT. Copies of all "documents" pertaining to the SERVICES provided hereunder shall be made available for review at the CONSULTANT's place of business during normal working hours. If any litigation, claim or audit is commenced, the CONSULTANT shall cooperate with AGENCY and assist in the production of all such documents. "Documents" shall be retained until all litigation, claims or audit findings have been resolved even though such litigation, claim or audit continues past the six (6) year retention period.

For purposes of this AGREEMENT, "documents" means every writing or record of every type and description, including electronically stored information ("ESI"), that is in the possession, control, or custody of the CONSULTANT, including, without limitation, any and all correspondences, contracts, AGREEMENT 's, appraisals, plans, designs, data, surveys, maps, spreadsheets, memoranda, stenographic or handwritten notes, reports, records, telegrams, schedules, diaries, notebooks, logbooks, invoices, accounting records, work sheets, charts, notes, drafts, scribbings, recordings, visual displays, photographs, minutes of meetings,

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tabulations, computations, summaries, inventories, and writings regarding conferences, conversations or telephone conversations, and any and all other taped, recorded, written, printed or typed matters of any kind or description; every copy of the foregoing whether or not the original is in the possession, custody, or control of the CONSULTANT, and every copy of any of the foregoing, whether or not such copy is a copy identical to an original, or whether or not such copy contains any commentary or notation whatsoever that does not appear on the original.

For purposes of this AGREEMENT, “ESI” means any and all computer data or electronic recorded media of any kind, including “Native Files”, that are stored in any medium from which it can be retrieved and examined, either directly or after translation into a reasonably useable form. ESI may include information and/or documentation stored in various software programs such as: Email, Outlook, Word, Excel, Access, Publisher, PowerPoint, Adobe Acrobat, SQL databases, or any other software or electronic communication programs or databases that the CONSULTANT may use in the performance of its operations. ESI may be located on network servers, backup tapes, smart phones, thumb drives, CDs, DVDs, floppy disks, work computers, cell phones, laptops or any other electronic device that CONSULTANT uses in the performance of its Work or SERVICES hereunder, including any personal devices used by the CONSULTANT or any sub-consultant at home.

“Native files” are a subset of ESI and refer to the electronic format of the application in which such ESI is normally created, viewed, and /or modified.

The CONSULTANT shall include this section XX “Records Maintenance” in every subcontract it enters into in relation to this AGREEMENT and bind the sub-consultant to its terms, unless expressly agreed to otherwise in writing by the AGENCY prior to the execution of such subcontract.

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

Signature

Date

Signature

Date

Any modification, change, or reformation of this AGREEMENT shall require approval as to form by the Office of the Attorney General.

Project No.

See Exhibit A Scope of Work, Attached.

Draft

Agreement Number: 1

EXHIBIT A-1

**City of Lakewood
100th Street SW
Lakeview Ave SW to South Tacoma Way
CIP#XXXXXXX**

**KPG Psomas
Scope of Work
January 2024**

INTRODUCTION

A. PROJECT UNDERSTANDING:

The following Scope of Work outlines the effort required to complete Plans, Specifications, and Estimates for improvements of 100th Street SW between Lakeview Ave SW to South Tacoma Way (approximately 2,550-ft), and 40th Ave SW (approximately 425-ft) including the following:

100th Street SW

- Existing right of way width is 80 feet and consists of a 5-lane section approximately 58 to 60 foot in width with a shoulder that rolls off the edge of pavement and into existing parking lots for businesses.
- 100th Street SW is a civic boulevard and shall include the recommended items from the Comprehensive Plan including plantings, street trees, curb ramps, crosswalks, special attention to bus shelter areas, and a possibility of planted medians.
- The proposed section will consist of 14-foot exterior sharrow lanes, 11-foot interior travel lanes and a 12-foot two way left turn lane, 62 feet overall with cement concrete curb and gutter and 6-foot minimum sidewalks.
- A stormwater system will be designed for the new roadway which will consist of retrofitting the existing stormwater system.
- The roadway will receive a grind and overlay of 2-inch depth after completion of other improvements.
- A new traffic signal will be constructed at 40th Avenue SW to replace the existing spanwire signal. Signal design will be done to City of Lakewood standards and will be maintained by City of Lakewood.
- A new illumination system will be designed within the project limits.
- Improvements within the railroad right of way have been completed, the only required improvements will be a grind and overlay of the existing pavement.
- A new ADA crossing will be constructed in the north/south direction on the east leg of the Lakeview intersection.

40th Avenue SW

- Existing right of way width is 80 feet and consists of a 3-lane section approximately 38 foot in width.

EXHIBIT A-1

- The proposed section will consist of 14-foot exterior sharrow lanes and a 12-foot two way left turn lane with cement concrete curb and gutter and 6-foot sidewalks constructed north to meet the previously constructed improvements.
- A new stormwater system within the curblane will be constructed and retrofitted to the existing stormwater system within the corridor.

B. ASSUMPTIONS:

The following assumptions were made to establish a scope and budget for this project:

- ❑ This project is federally funded. The City of Lakewood has Certification Acceptance status. KPG Psomas will provide submittals to the City as requested for submittal to WSDOT Local Programs.
- ❑ Right of way acquisitions are not included in this Contract. Right of way support has been included to perform preliminary contact and coordination with property owners to assist with design elements.
- ❑ Irrigation will not be installed as part of this project.
- ❑ A Construction Stormwater General Permit will be required. City staff will complete the online NOI. KPG Psomas will provide the City with the information necessary to complete the NOI.
- ❑ No utility improvements are included with this project other than stormwater. Utilities within the corridor are owned and operated by other entities.
- ❑ Stormwater quantity and quality, if required, will utilize infiltration trenches or retrofit of the existing stormwater system. A stormwater memo with calculations will be used as justification for the design.
- ❑ There are known petroleum impacted soils within the project near Parcel 0219011113. No other known environmental impacts are within the project limits.
- ❑ The project will be designed utilizing survey previously contracted by the City.
- ❑ The City will complete all local and state permitting. KPG Psomas will provide NEPA. There is an existing wetland on the north side of the roadway on Parcel 0219011129 and 0219011130. Roadway improvements will not affect the wetland as the improvements will be constructed on a bench previously constructed for sidewalks, improvements would occur within the wetland buffer.
- ❑ Water is owned by Lakewood Water District and will not require any replacement or upgrade. If relocation is required the City will coordinate with Lakewood Water District.
- ❑ Sewer is owned by Pierce County and will not require any replacement or upgrade. If relocation is required, the City will coordinate with Pierce County Sewer.
- ❑ The proposed signal will be designed as a standard 3-legged signal with video detection and not require a connection to the City Traffic Management Center, and will be designed with video detection.

C. INFORMATION PROVIDED BY THE CITY:

The City of Puyallup will provide the following in aid of design:

- Submittal reviews, comments, and approvals.
- Existing City utility record drawings or GIS.
- Traffic counts and data.
- Previously completed stormwater reports for the storm system.

EXHIBIT A-1

The following Scope of Work describes the effort required to complete the above-described improvements:

SCOPE OF WORK

Task 1 – Management/Coordination/Administration

This task covers the effort required to manage the contract and to ensure that the project meets the client's expectations for schedule, budget, and quality of product. This Scope of Work assumes a 14-month contract duration:

- 1.1 KPG Psomas will provide project administrative services including:
 - Preparation of monthly invoices
 - Preparation of monthly progress reports including amount spent, and amount remaining for each task.
 - Maintaining project files
 - Record keeping and project closeout.
- 1.2 KPG Psomas will provide project management services including:
 - Project staff management and coordination.
 - KPG internal design team coordination meetings.
 - Schedule and budget monitoring.
- 1.3 QA/QC on all deliverables.
- 1.4 Develop project schedule and updates at regular intervals to keep Lakewood staff informed on progress and submittal dates.

Task 1 Deliverables:

- Monthly invoices (14 months)
- Monthly progress reports (14 months)
- Meeting notes for Consultant/City Meeting
- Project Schedule and up to six (6) updates

Task 1 Assumptions

- Materials for discussions with City staff will consist of the most up to date Plans.
- Some additional presentation graphics may need to be prepared when discussing urban design elements.

Task 2 – Preliminary Design (30% Design)

Effort under this task includes the anticipated work necessary to complete the preliminary design for the 100th Street Project utilizing the cross sections identified in this Scope. The goal of this task is to formalize and further selected improvements discussed during the scoping phase. As part of this effort KPG Psomas shall:

- 2.1 **30% Design plans:** KPG Psomas will prepare 30% design plans for roadway and improvements discussed in the scoping meeting. The 30% plans are anticipated to show the following information:

EXHIBIT A-1

- Horizontal alignment of curbs, sidewalks, and planter strips.
- Horizontal alignment new and replaced City-owned stormwater utilities.
- Horizontal locations and type of curb ramps.
- Locations of driveway approaches.
- Private utility impacts and possible pothole locations.
- Impacts to private improvements inside and outside of existing right of way.
- Potential right of way needs

It is anticipated that the 30% Design Submittal will consist of the following Plan sheets:

Title	Number
Cover Sheet	1
Legend and Abbreviations	1
Key Map & Survey Control	1
Typical Sections and Details	1
100 th St Site Preparation and TESC (Plan/Plan) 20 scale	3
40 th Ave Site Preparation and TESC (Plan/Plan) 20 scale	1
100 th St Alignment & Stormwater (Plan/ Profile) 20 scale	6
40 th St Alignment & Stormwater (Plan/ Profile) 20 scale	1
Signal Layout Plan 20 scale	2
Curb Ramp (Plan) 10 scale	3
Illumination Plan (Plan) 20 scale	7
Landscape Plans (Plan/Plan) 20 Scale	4
TOTAL	31

- 2.2 **30% Construction Cost Estimate:** Prepare preliminary construction cost estimate.
- 2.3 **Draft Illumination Design Report:** KPG Psomas will provide a table to the City of required illumination standards and AGI output of illumination levels provided by illumination design.
- 2.4 **Signal Site Visit:** KPG Psomas will schedule and attend a site visit in the field with the City Signal Staff to review existing equipment and standards for the new signal.
- 2.5 **Urban Design Packet:** The 30% urban design packet is an 11x17 visual package that conveys the look and feel of the proposed urban design elements such as scoring, plantings, and street amenities.
- 2.6 **Design Review Meeting:** The purpose of this meeting is to conduct a working review of the 30% Plans and Estimate. The comments, discussion, and decisions from this meeting will be incorporated into the PS&E package to develop 60% Submittal Documents. Plans will be submitted for review 2 weeks prior to the meeting.

Task 2 Deliverables:

- One (1) Set half-size hard copy 30% Plans (11"x17" size PDF).
- Preliminary Urban Design Package.
- Draft Illumination Memo.
- Construction Cost Estimate (PDF).
- Internal QA/QC of submittal.

EXHIBIT A-1

- Minutes of Review Meeting.

Task 2 Assumptions:

- City staff present at project design review meetings will have the authority to make decisions and provide direction regarding critical project elements.
- Details such as profile locations of proposed stormwater utilities will not be shown unless critical.
- Once the design decisions have been made at the 30% design review meeting, changes to these decisions will be considered out of scope work.
- Submittal of KPG Psomas's response to the City's 30% Issue/Resolution Form will occur after the 30% review meeting but before the 60% Submittal.
- The 30% Contract Documents will be reviewed in a single meeting with the City. Plans will be submitted to the City 1 week before the review meeting. City Comments and redlines obtained during the review meetings will be incorporated to develop the 60% PS&E.

Task 3 –Design Development (60% Design)

This task includes the effort required to further the design, making minor modifications requested in the design review and comments received from the 30% review. Produce a set of 60% Contract documents (design drawings and technical specifications) for City review and comment.

- 3.1 **60% Design Plans:** The plans will be developed to include information required to show all major improvements and limits of disturbance. Items such as details and construction notes will not be complete. It is anticipated the 60% Submittal will contain the following sheets:

Title	Number
Cover Sheet	1
Legend and Abbreviations	1
Key Map & Survey Control	1
Typical Sections and Details	3
100 th St Site Preparation and TESC (Plan/Plan) 20 scale	3
40 th Ave Site Preparation and TESC (Plan/Plan) 20 scale	1
100 th St Alignment & Stormwater (Plan/ Profile) 20 scale	6
40 th Ave Alignment & Stormwater (Plan/ Profile) 20 scale	1
Stormwater Crossings	3
Signal Layout Plan 20 scale	2
Signal Details	1
Curb Ramp (Plan) 10 scale	3
Illumination Plan (Plan) 20 scale	7
Illumination Details	1
Urban Design Plan (Plan/Plan) 20 scale	4
Urban Design Details	3
Landscape & Restoration (Plan/Plan) 20 scale	4
Landscape Schedule & Details	2

EXHIBIT A-1

Existing Conditions & Pothole Plan (Plan/Plan) 20 Scale	4
TOTAL	51

- 3.2 **Draft specifications:** The draft specifications will include a list of Bid Items, measurement and payment sections for each Bid Item and a Special Provision outline.
- 3.3 **60% Construction Cost Estimate:** Develop a construction cost estimate based on the 60% design.
- 3.4 **WSDOT Proprietary Item Certification (PIC):** KPG Psomas will coordinate with the City to develop WSDOT PIC forms for City Standard items related to signal and illumination.
- 3.5 **60% Design Review Meeting:** The purpose of this meeting is to conduct a working review of the 60% PS&E. The comments, discussion, and decisions from this meeting will be incorporated into the PS&E package to develop 90% Submittal Documents. Plans will be submitted for review 2 weeks prior to the meeting.

Task 3 Deliverables

- One (1) Set half-size hard copy 60% Plans (11"x17" size).
- 60% Draft Construction Specifications (PDF).
- One (1) 60% Construction Cost Estimate (PDF).
- Electronic 60% Plans, Specifications and Estimate posted to FTP Site.
- Responses to the City 30% Comments (PDF).
- WSDOT PIC forms (PDF).
- Minutes of Review Meeting.

Task 3 Assumptions

- City staff present at project design review meetings will have the authority to make decisions and provide direction regarding critical project elements.
- Once the design decisions have been made at 60%, changes to these decisions will be considered out of scope of work.
- The 60% Contract Documents will be reviewed in a single meeting with the City. Plans and Specifications will be submitted to the City 1 week before the review meeting. City Comments and redlines obtained during the review meetings will be incorporated to develop the Final Bid Ready PS&E.
- Submittal of KPG Psomas's response to the City's 60% Issue/Resolution Form will occur after the 60% review meeting but before the 90% Submittal.

Task 4 – Stormwater Site Plan

This task includes the stormwater analysis memo and design tasks needed to support the final design of the improvements. Stormwater design will address the requirements of the Department of Ecology's 2019 Stormwater Management Manual for Western Washington (SWMMWW), as adopted by the City of Lakewood. The following tasks are anticipated to be needed:

- 4.1 Develop DRAFT Stormwater Site Plan (SSP)
- 4.2 Develop Final SSP

EXHIBIT A-1

Task 4 Deliverables:

- Stormwater Site Plan Draft (PDF)
- Stormwater Site Plan Final (PDF & 1 hard copy)

Task 4 Assumptions:

- The SWPPP will be prepared by the Contractor.
- The project will add more than 2,000 square feet of new hard surfaces; therefore, the Stormwater Site Plan will be required to address Minimum Requirements 1-5.
- The SSP will be prepared in accordance with the Ecology Stormwater Management Manual for Western Washington.
- The SSP report will be prepared in a concise format that documents how each of the applicable minimum requirements has been met.

Task 5 – Utility Coordination

The scope of this task includes coordination with private utility companies. This task will be lead by the City of Lakewood. Effort included under this task is to assist the City with Utility Coordination as follows:

- 5.1 **Initial Utility Outreach:** KPG Psomas will prepare letters requesting utility record information and send to each purveyor. Cross-check franchise utility-provided maps with field survey information and resolve conflicts between utility maps and field conditions.
- 5.2 **Utility Conflict Map:** KPG Psomas will develop a potential utility conflict figure and submit to the City for coordination with utilities and potholing. This plan will be developed between the 30 percent and the 60 percent submittals.
- 5.3 **Utility Coordination Meetings:** KPG Psomas will attend up to 2 meetings with utility purveyors regarding existing utility location and possible relocation of utilities organized by the City. Confirm that relocation designs are consistent and compatible with proposed improvements.
- 5.4 **Utility Basemap Update:** KPG Psomas will update the base map to include utility information not picked up during field survey and to include pothole information, if applicable.
- 5.5 **Power Point of Connection Coordination:** KPG Psomas will coordinate with PSE/Lakeview Light and Power for point of connection and new service application for Illumination and Signal Systems.

Task 5 Deliverables

- Letters to private utility purveyors requesting record drawing information.
- Utility Conflict Drawing showing locations of required utility potholes.
- PSE/Lakeview Light & Power new service application
- The City of Lakewood will coordinate potholing of both public and private utilities.
- Utility record information and pothole data will be incorporated into the survey base map.

Task 5 Assumptions

- Eight (8) utility purveyor letters will be developed.
- Two (2) Utility Coordination meetings will be held at the City.

EXHIBIT A-1

- The City will coordinate pole, vault, riser and other utility appurtenance relocation and/or adjustment as needed with franchise utilities to accommodate proposed improvements.
- Franchise utility relocation design will be developed by the franchise utility. Survey for franchise utility relocation is not included in this Scope of Work.

Task 6 – Geotechnical Engineering

Geotechnical Services will be provided by HWA Geosciences. The proposal from HWA Geosciences outlining the Scope of Work and Fee estimate is attached for reference. Effort under this task includes the anticipated work necessary to perform testing in support of the environmental permitting, signal and illumination foundation design, and existing pavement thickness determination.

- 6.1 KPG Psomas effort under this task is limited to reviewing and providing comment on the geotechnical report and assisting HWA Geosciences with project figures.

Task 6 Deliverables:

- Draft Geotechnical Report (PDF)
- Final Geotechnical Report (PDF)
- Environmental Information related to site identified as currently under Washington DOE Voluntary Cleanup Action (Parcel 0219011113) for NEPA Documentation

Task 6 Assumptions:

- Two environmental potholes will be completed in the vicinity of Parcel 0219011113.
- No structural walls will be needed within the project limits.
- No pavement design will be completed, project will be a 2-inch grind and inlay per City of Lakewood.

Task 7 – Environmental Documentation

This task covers the effort necessary to complete the NEPA Categorical Exclusion Documentation Form, the Section 106 consultation and APE letter, and developing the Area of Potential Effect figure. See the attached Proposal from Widener and Associates.

- 7.1 KPG Psomas effort under this task is limited to reviewing and providing comment on the NEPA and assisting Widener and Associates with project figures.

Task 7 Deliverables:

- An electronic copy of the preliminary NEPA Categorical Exclusion Documentation Form in MSWord.
- An electronic copy of the final ECS in NEPA Categorical Exclusion Documentation Form in PDF.

Task 7 Assumptions:

- The City of Lakewood is 4(d) qualified under the Regional Road Maintenance Program.
- The project will be determined to be a Class II Documented Categorical Exclusion and neither a NEPA Environmental Impact Statement nor an Environmental Assessment will be required.

EXHIBIT A-1

- The proposed project will not result in significant horizontal or vertical alignment of the existing roadway.
- Individual discipline reports for air quality, resource lands, tribal lands, and Section 4(f)/6(f) lands will not be required, and modeling/compliance efforts will not be required for these elements of the environment.
- Acquisition of project right of way or easements will not occur on Prime and unique Farmland.
- This project will have a determination of “no effect” on listed species or their designated critical habitat. The project will have no adverse impact to EFH.
- In-water work will not occur.
- The City of Lakewood will be responsible for State and Local Permitting (SEPA/Critical Areas) with KPG Psomas support.
- The City of Lakewood will be responsible for all project postings/advertisements.
- The City of Lakewood will issue final SEPA determination.

Task 8 – WSDOT Coordination

This task covers the effort necessary to coordinate with WSDOT Local Programs for kick-off meetings and follow up meetings with Environmental and ADA staff.

- 8.1 **WSDOT Environmental Kick-off:** The City of Lakewood will coordinate and KPG Psomas will attend a preliminary environmental kickoff meeting with WSDOT Local programs and WSDOT environmental staff and necessary subconsultants.
- 8.2 **WSDOT ADA Coordination Kick-off:** The City of Lakewood will coordinate and KPG Psomas will coordinate and attend a preliminary ADA Coordination meeting with WSDOT Local programs and WSDOT ADA inspection staff.

Task 8 Deliverables:

- Materials for discussions with WSDOT Local Programs and Lakewood staff will consist of the most up to date plans.
- Meeting Notes

Task 8 Assumptions:

- The City of Lakewood will be the primary point of contact for WSDOT Local Programs.
- The City of Lakewood will lead and arrange the Environmental Permitting and ADA coordination meeting with WSDOT.
- KPG Psomas will attend, and revise the project, as needed, based on information from these meetings.

EXHIBIT A-1

Task 9 – Railroad Coordination

This task covers the effort necessary to coordinate with Sound Transit and Tacoma Rail for improvements within the Railroad Right of Way.

- 9.1 **Initial Railroad Outreach:** KPG Psomas will coordinate with Sound Transit to determine a point of contact and as-builts for the existing crossing improvements.
- 9.2 **Railroad Coordination Meeting:** KPG Psomas will prepare for and attend up to 3 meetings with Sound Transit and City Staff to discuss improvements within Sound Transit right of way, requirements for design and requirements during construction.

Task 9 Deliverables:

- Materials for discussions with Sound Transit and Lakewood staff will consist of the most up to date plans
- Meeting Agendas and Minutes

Task 9 Assumptions:

- Based on a phone call with Sound Transit, pre-emption will not be required by Sound Transit for the new signal

Task 10 –Business & Property Owner Outreach

Effort under this task includes the anticipated work necessary to coordinate access and private parking lot revisions with business owners along the south side of the roadway where access is currently not limited. This work will be completed in conjunction with Abeyta and Associates. The proposal from Abeyta and Associates outlining the Scope of Work and Fee estimate is attached for reference. A separate funded right of way phase will be used for acquisition activities. This work generally consists of meeting business and property owners onsite to discuss revisions to access and parking lot circulation. Tasks shown are included for KPG Psomas staff to coordinate with subconsultant to obtain agreements with property owners for access revisions:

- 10.1 **Initial Property/Business Owner Meetings:** KPG Psomas, after 30% Plan Development, will attend up to 2 meetings for 5 properties in the field with the Right of Way subconsultant, City Staff, and the property owner to present the current roadway layout, proposed access and parking lot circulation revisions. Property owner comments will be noted and sketched on exhibits. Right of Way subconsultant will attend for preliminary negotiation and outreach.
- 10.2 **Limited Access Plan Development:** KPG Psomas will develop Autocad drawings for revisions to parking and access to City of Lakewood Municipal Code standards for up to 5 properties, incorporating Property/Business Owner comments.
- 10.3 KPG Psomas further effort under this task is limited to reviewing and coordinating with Right of Way consultant on Temporary Construction Easements and initial property owner outreach for right of way acquisition.

EXHIBIT A-1

Task 10 Deliverables:

- Meeting notes from property owner coordination meetings
- Copy of sketches from property owner coordination meetings

Task 10 Assumptions:

- The proposed project will not result in significant horizontal or vertical alignment of the existing roadway.

Task 11 – Property Line Determination

This task includes the effort required to replace GIS property lines with calculated property lines, in anticipation of required right of way acquisition.

- 11.1 **Parcel Line Determination:** KPG Psomas surveyors will utilize existing control and previously completed right of way research and Title Reports to determine property lines.
- 11.2 **WSDOT ROW Acquisition Plan:** KPG Psomas will develop the right of way acquisition plans for use by the right of way subconsultant to use in negotiations.

Task 11 Deliverables:

- Right of way plans, stamped and signed by PLS.

Task 11 Assumptions:

- Preparation of legal descriptions and map exhibits for acquisitions are anticipated to be provided in a future phase.

Task 12 – Final Design (90% and Final)

This task includes the effort required to complete the final design, making the minor modifications requested in the design review process and comments received from the 60% review. Produce a set of 90% Contract Documents (design drawings and technical specifications) for City review and comment. City comments will be addressed and KPG Psomas will produce Final Bid Documents.

- 12.1 **Develop 90% Plans:** Incorporate all comments received during the 60% design plan review meeting. It is anticipated that the 90%, WSDOT Review and Final Bid Document submittals will contain the following sheets:

Title	Number
Cover Sheet	1
Legend and Abbreviations	1
Key Map & Survey Control	1
Typical Sections and Details	3
100 th St Site Preparation and TESC (Plan/Plan) 20 scale	3
40 th Ave Site Preparation and TESC (Plan/Plan) 20 scale	1
100 th St Alignment & Stormwater (Plan/ Profile) 20 scale	6

EXHIBIT A-1

40 th Ave Alignment & Stormwater (Plan/ Profile) 20 scale	1
Stormwater Crossings	3
Signal Layout Plan 10 scale	4
Signal Details	1
Curb Ramp (Plan) 10 scale	3
Illumination Plan (Plan) 20 scale	7
Illumination Details	2
Urban Design Plan (Plan/Plan) 20 scale	4
Urban Design Details	3
Landscape & Restoration (Plan/Plan) 20 scale	4
Landscape Schedule & Details	2
Private Parking Site Plan 20 scale	5
Channelization & Signing Plan (Plan/Plan) 20 scale	4
Existing Conditions & Pothole Plan (Plan/Plan) 20 Scale	4
Traffic Control Plans (Plan/Plan) 20 scale	8
TOTAL	71

- Plans will be prepared in such detail as to permit field layout and construction within a degree of accuracy acceptable to the City and in accordance with industry, City, and WSDOT standards.
- Typical sections and details shall be provided, except for items available such as standard details from the City, State, or APWA drawings which will be included as sheets within the Appendix of the specifications.

- 12.2 **Final Illumination Design Memo:** KPG Psomas will prepare and submit final illumination memo. Perform AGI32 computer-aided modeling of the final selected illumination system and provide a summary of City of Lakewood lighting design standards, proposed lighting levels and all supporting calculations.
- 12.3 **90% Specifications:** KPG Psomas will prepare 90% Specifications incorporating revisions from the City 60% review and City boilerplate legal documents and WSDOT approved GSPs.
- 12.4 **90% Construction Cost Estimate:** KPG Psomas will prepare 90% Cost estimate incorporating revisions from the City 60% review.
- 12.5 **90% Design Review Meeting:** The purpose of this meeting is to conduct a working review of the 90% PS&E. The comments, discussion, and decisions from this meeting will be incorporated into the PS&E package to develop the Final Bid Documents. Plans will be submitted for review 2 weeks prior to the meeting. The revised PS&E will be submitted to Ecology for review and comment.
- 12.6 **WSDOT Review Submittal:** KPG Psomas will address comments received during the 90% review and prepare the Plans, Specifications and Estimate for WSDOT Review Submittal.
- 12.7 **Bid Ready Plans:** KPG Psomas will address comments received during the WSDOT Review and prepare Final Bid Documents.
- 12.8 **Bid Ready Specification:** KPG Psomas will address specification comments received during the WSDOT Division 1 review and prepare Bid Ready Specifications.

EXHIBIT A-1

12.9 **Bid Ready Cost estimate:** The Cost estimate will be revised to reflect changes requested from WSDOT review.

Task 12 Deliverables:

- 90% Review Submittal
 - Construction Cost Estimate (PDF).
 - 90% Plans and Specifications (PDF).
 - Response to the City's 60% comments.
- WSDOT Review Submittal
 - Construction Cost Estimate (PDF).
 - Plans and Specifications (PDF).
 - LAG Project Checklist.
- Bid Documents
 - PS&E (1/2 size plans) (PDF).
 - Full size Plans (PDF).
 - CAD and C3D files.
 - Estimate (Excel and PDF (stamped)).
 - Specifications (Word and PDF (stamped)).
 - 1 – ½ Size Plan Sets (11x17) & Construction Specifications (Hard Copy).
 - 1– Full Sized Plan Set (22x34) (Hard Copy).
 - Response to 90% Review Comments.

Task 12 Assumptions:

- City staff present at project design review meetings will have the authority to make decisions and provide direction regarding critical project elements.
- Once the design decisions have been made at 90%, changes to these decisions will be considered out of scope of work.
- The City will provide typical boilerplate and front end approved by the City for KPG Psomas inclusion.
- The Contract Legal, General, and Technical Specifications will be based on the 2024 WSDOT Standard Specifications for Road, Bridge and Municipal Construction.
- The 90% Contract Documents will be reviewed in a single meeting with the City. Plans and Specifications will be submitted to the City 1 week before the review meeting. City Comments and redlines obtained during the review meetings will be incorporated to develop the Final Bid Ready PS&E.
- Submittal of KPG Psomas's response to the City's 90% Issue/Resolution Form will occur after the 90% review meeting but before the WSDOT Submittal.
- Submittal of KPG Psomas's response to WSDOT comment form will occur after WSDOT review but before Final Submittal.
- No significant comments will come out of WSDOT Submittal.
- City will provide bidding services and reproduction of Contract Documents (except for the hardcopies specified above).

EXHIBIT A-1

Task 13 – Engineering Support During Bidding

13.1 This task includes providing engineering support during bidding and construction as requested by the City PM. Effort under this task could include:

- Preparation of addenda and Q&A responses during bidding.
- Assistance in bid tabulation and award.

The actual assisting that will be needed during bidding and construction is unknown at this time, and therefore hours have been added to the Fee Estimate to reach an approximate \$5,000 target. Effort beyond this amount will be scoped under a separate contract, or an amendment to this contract, if deemed necessary by the City.

Other Services:

The City may require additional services of the Consultant. These services may include assistance during the advertisement and award period, permit assistance, and/or construction management and inspection services. At the time these services are required, the Consultant shall provide the City with a detailed scope of work and an estimate of costs. The Consultant shall not proceed with the work until the City has authorized the work and issued a notice to proceed.

Exhibit B

DBE Participation

HWA Geosciences Inc.

Cert#D5F0024692

Budget: \$69,670

Geotechnical Exploration as described in Task 6 and attached Scope E1

Cowling & Co. LLC, DBA Widener & Associates

Cert# D2F0026333

Budget: \$46,566.60

Environmental Permitting and Support as Described in Task 7 and attached Scope E2

Rosa M. Abeyta, LLC DBA Abeyta & Associates

Cert# D5F0019645

Budget: \$24,913.74

Preliminary ROW activities and Property Owner Contact as described in Task 10 and attached Scope E3

Total commitment to date for DBE for project design: \$161,504.34 or 26.5% which exceeds the 19% DBE goal for this project.

KPG Staff responsible for reporting:

Georgeanne Smith

Admin Department Manager

Georgeanne.Smith@psomas.com

Agreement Number: 1

Exhibit C

Preparation and Delivery of Electronic Engineering and Other Data

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

I. Surveying, Roadway Design & Plans Preparation Section

A. Survey Data

Previously prepared by the City, transmitted to KPG Psomas in Autocad civil3d format.

B. Roadway Design Files

See scope of work

C. Computer Aided Drafting Files

See scope of work

Agreement Number: 1

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

See scope of work

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

See scope of work

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

See scope of work

II. Any Other Electronic Files to Be Provided

See scope of work

III. Methods to Electronically Exchange Data

See scope of work

A. Agency Software Suite

See scope of work

B. Electronic Messaging System

See scope of work

C. File Transfers Format

See scope of work

Draft

Exhibit D
Prime Consultant Cost Computations

-Cost Computations
-Billing Rates
-ICR letter

Draft

Agreement Number: 1

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2	32	222	326	966	262	2	40	48	48	66	154	102

KPG Psomas Inc.
Summary of Negotiated Costs
Effective January 1, 2024 through December 31, 2024

Classification	Est Direct Salary	Office Overhead	Fee @ 30% of DL	2024 Inclusive Rate
	Costs (DSC)	@171.93% Of DSC	of DSC	(Rounded to \$1)
Principal	96.00	165.05	28.80	290
Engineering Manager I	75.00	128.95	22.50	226
Engineering Manager II	86.75	149.15	26.03	262
Asst. Engineering Manager	71.25	122.50	21.38	215
Senior Engineer I	64.25	110.47	19.28	194
Senior Engineer II	68.00	116.91	20.40	205
Project Engineer I	55.00	94.56	16.50	166
Project Engineer II	62.00	106.60	18.60	187
Design Engineer I	44.00	75.65	13.20	133
Design Engineer II	46.00	79.09	13.80	139
Design Engineer III	50.00	85.97	15.00	151
Engineering Technician	37.69	64.80	11.31	114
Technician	33.60	57.77	10.08	101
Engineering Assistant	30.23	51.97	9.07	91
Senior Project Manager Survey	82.73	142.24	24.82	250
Survey Crew I (w/Equip)	70.25	120.78	21.08	212
Survey Crew II (w/Equip)	89.50	153.88	26.85	270
Field Surveyor I	34.00	58.46	10.20	103
Field Surveyor II	44.50	76.51	13.35	134
Field Surveyor III	50.00	85.97	15.00	151
Project Surveyor I	51.00	87.68	15.30	154
Project Surveyor II	57.00	98.00	17.10	172
Surveyor I	31.00	53.30	9.30	94
Surveyor II	42.50	73.07	12.75	128
Surveyor III	47.50	81.67	14.25	143
Urban Design Manager	73.00	125.51	21.90	220
Senior Landscape Architect I	60.00	103.16	18.00	181
Senior Landscape Architect II	66.25	113.90	19.88	200
Project Landscape Architect I	51.50	88.54	15.45	155
Project Landscape Architect II	55.00	94.56	16.50	166
Landscape Designer I	34.75	59.75	10.43	105
Landscape Designer II	38.50	66.19	11.55	116
Landscape Designer III	44.00	75.65	13.20	133
Landscape Assistant	29.75	51.15	8.93	90
Senior Transportation Planner	67.50	116.05	20.25	204
Transportation Planner	40.38	69.43	12.11	122
Environmental Manager	75.00	128.95	22.50	226
Senior Environmental Planner I	60.00	103.16	18.00	181
Senior Environmental Planner II	81.00	139.26	24.30	245
Managing Biologist I	60.00	103.16	18.00	181
Managing Biologist II	67.00	115.19	20.10	202
Managing Biologist III	76.00	130.67	22.80	229
Senior Archaeologist	55.46	95.35	16.64	167
GIS Manager	52.89	90.93	15.87	160
Senior Biologist I	45.00	77.37	13.50	136
Senior Biologist II	52.00	89.40	15.60	157
Word Processor	39.18	67.36	11.75	118
Biologist I	26.00	44.70	7.80	79
Biologist II	35.00	60.18	10.50	106
Biologist III	42.00	72.21	12.60	127
Environmental Planner	52.00	89.40	15.60	157
Editor	29.99	51.56	9.00	91
GIS Tech	28.85	49.60	8.66	87
Cultural Resource Specialist	27.00	46.42	8.10	82
Senior Construction Manager	80.76	138.85	24.23	244
Construction Manager	65.00	111.75	19.50	196
Senior Resident Engineer	62.18	106.91	18.65	188
Resident Engineer	51.00	87.68	15.30	154
Assistant Resident Engineer	45.00	77.37	13.50	136
Senior Construction Observer	63.00	108.32	18.90	190
Construction Observer I	35.00	60.18	10.50	106
Construction Observer II	43.00	73.93	12.90	130
Construction Observer III	47.00	80.81	14.10	142
Construction Technician	32.00	55.02	9.60	97
Document Control Specialist I	38.00	65.33	11.40	115
Document Control Specialist II	44.75	76.94	13.43	135
Document Control Specialist III	48.25	82.96	14.48	146
Document Control Admin	34.32	59.01	10.30	104
Construction Assistant	30.00	51.58	9.00	91
CAD Manager	59.39	102.11	17.82	179
Senior CAD Technician	46.00	79.09	13.80	139
CAD Technician	41.00	70.49	12.30	124
Business Manager	58.52	100.61	17.56	177
Senior Admin	46.15	79.35	13.85	139
Office Admin	36.50	62.75	10.95	110
Office Assistant	32.50	55.88	9.75	98
Subs billed at cost plus 5%.				
Reimbursables billed at actual costs.				
Mileage billed at the current approved IRS mileage rate.				



July 17, 2023

Psomas, Inc. DBA KPG Psomas
3131 Elliott Avenue, Suite 400
Seattle, WA 98121

Subject: Acceptance FYE 2022 ICR – CPA Report

Dear Nelson Davis:

We have accepted your firms FYE 2022 Indirect Cost Rate (ICR) of 171.93% of direct labor based on the “Independent CPA Report,” prepared by KCoe Isom. This rate will be applicable for WSDOT Agreements and Local Agency Contracts in Washington only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

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

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

If you have any questions, feel free to contact our office at **(360) 704-6397** or via email consultantrates@wsdot.wa.gov.

Regards;

Schatzie Harvey

[Schatzie Harvey \(Jul 17, 2023 09:41 PDT\)](#)

SCHATZIE HARVEY, CPA
Contract Services Manager

SH:BJO

Exhibit E

Sub-consultant Cost Computations

If no sub-consultant participation at this time. The CONSULTANT shall not sub-contract for the performance of any work under this AGREEMENT without prior written permission of the AGENCY. Refer to section VI “Sub-Contracting” of this AGREEMENT.

E1 - HWA Geosciences Inc:

E2 - Cowling DBA Widener & Associates:

E3 - Rosa Abeyta DBA Abeyta & Associates:

Draft

Agreement Number: 1

Exhibit E1

Project Cost Estimate
100th Street SW - Lakeview Ave to S Tacoma Way
Lakewood, Washington
Prepared for KPG PSOMAS, Attn: Sam Lawrence



HWA Ref: 2023-207-21
Date: 2-Jan-24
Prepared By: BH and NK

Geotechnical Engineering Scope of Work

Coordinate exploration locations with Client. Proposed explorations include 3 geotechnical borings (1 boring will be for both geotech and enviro) and 8 pavement cores at/near locations selected by Client. Visit site and mark exploration locations and arrange utility locates through Utility Notification Center. Revisit site with private locator prior to drilling to confirm locates. Subcontract development of Traffic Control Plans and submit to City for approval. Log the drilling of 3 geotechnical borings to depths of about 15 to 20 feet each. SPT samples will be taken at 2.5 feet intervals. Borings will be backfilled with bentonite chips and patched with rapid-setting concrete. Perform 6-inch diameter pavement coring at 8 locations. Shallow excavations to depths of 1-2 feet will be made through the core holes using hand digging equipment. Cores will be backfilled with compacted gravel and patched with Aquaphalt cold patch. Prepare exploration logs and assign lab testing. Perform engineering analyses related to new signal/luminaire pole foundations, pavement rehabilitation and new pavement construction and earthwork considerations. Prepare a draft geotechnical report presenting the results of explorations and lab testing along with our recommendations for design. Finalize draft report upon receipt of review comments.

Geoenvironmental Scope of Work

Review environmental information, as available online or provided by the Client, for the property addressed at 4034 - 4048 100th Street SW, Lakewood, WA (Pierce County tax parcel 0219011113). Conduct 2 borings to depths of about 20 feet each (1 boring will be for both geotech and enviro sampling). Collect environmental soil samples at intervals of 2.5 feet from the borings and reconnaissance groundwater samples (if groundwater encountered) from temporary wells installed in each boring. Submit all soil and groundwater samples to an Ecology-accredited, third-party analytical laboratory for chemical analysis of select soil samples and all groundwater samples. Soil, purged groundwater, and decontamination water will be drummed as investigation derived waste (IDW) and stored onsite or at a location provided by the City that is in close proximity to the site, pending chemical analysis for proper disposal. Waste profile paperwork required for IDW disposal must be signed by a City of Lakewood representative.

ESTIMATED HWA LABOR:

WORK TASKS DESCRIPTION	PERSONNEL & 2024 HOURLY RATES									TOTAL	TOTAL
	Principal IX \$104.00	Geotech. Eng. VIII \$92.00	Geologist II \$35.00	Hydro. IV \$56.00	Geologist VI \$53.00	Geologist IV \$52.00	Geologist III \$42.00	CAD \$38.00	Contracts Admin \$50.00	HOURS	AMOUNT
Field Explorations and Laboratory Testing											
Review available geotechnical information						2				2	\$104
Review available environmental information				8						8	\$448
Plan and coordinate field exploration program		2		2		2				6	\$400
Mark exploration locations and arrange utility locates.		6				8				14	\$968
Subcontract development of traffic control plans and submit to City						4				4	\$208
Prepare Health and Safety Plan					4					4	\$212
Revisit boring locations with private locator						8				8	\$416
Perform pavement coring at 8 locations (2 days)			20			20				40	\$1,740
Log geotechnical borings (1 day)						10				10	\$520
Log environmental borings (1 day)				10						10	\$560
Generate boring logs and assign laboratory testing		2		2		6				10	\$608
Laboratory result review, data tabulation				6						6	\$336
IDW Disposal				8						8	\$448
Geotechnical Engineering and Geoenvironmental Services											
Engineering analyses related to pole foundations and earthwork		4				4				8	\$576
Engineering analyses related to pavement rehab and new construction		8				4				12	\$944
Draft Geotechnical Data Report with Geoenvironmental Section	8	8		24		16		6		62	\$3,972
Final Geotechnical Data Report with Geoenvironmental Section	2	2		2						6	\$504
Project Management											
Project setup		2							2	4	\$284
Project and contract management		4		4					2	10	\$692
DIRECT SALARY COST (DSC)	10	38	20	66	4	84	0	6	4	232	\$13,940

Exhibit E1

LOADED LABOR:

Direct Salary Cost	\$13,940
Overhead at 190.07%DSC	\$26,496
Fixed Fee at 0.3%DSC	\$4,182
TOTAL LABOR COST:	\$44,618

MATERIAL TESTING LABORATORY SUMMARY:

Test	Est. No. Tests	Unit Cost	Total Cost
Moisture Content w/Description	6	\$22	\$132
Grain Size Sieve Analysis -wet	3	\$115	\$345
Combine Grain Size Analysis	3	\$250	\$750
Atterberg Limits	0	\$235	\$0
Direct Shear	0	\$600	\$0
MATERIAL LABORATORY TOTAL:			\$1,227

ENVIRONMENTAL TESTING LABORATORY SUMMARY:

Test	Est. No. Tests	Unit Cost	Total Cost
NWTPH-Dx, soil and groundwater	6	\$115	\$690
NWTPH-Gx, soil and groundwater	6	\$85	\$510
VOCs, soil and groundwater	6	\$170	\$1,020
SVOCs, soil and groundwater	6	\$360	\$2,160
RCRA 8 Metals, soil and groundwater	6	\$135	\$810
TCLP, soil only (if deemed necessary)	2	\$100	\$200
ENVIRONMENTAL LABORATORY TOTAL:			\$5,390

ASSUMPTIONS:

1. All hours and items are estimated, and may be increased or decreased within the limits of the budget at the discretion of HWA's project manager.
2. Proposed environmental boring locations selected by the client.
3. Environmental analysis will be performed at standard turnaround time (7-10 days). Follow-up analyses, based on initial analytical results (i.e., TCLP follow-up analysis) may result in a total standard turnaround time of up to 3 weeks. Expedited turnaround, if requested, will incur additional surcharges.
4. IDW disposal costs are based on disposal of non-hazardous waste. If hazardous waste contaminants are identified, additional HWA labor hours and subcontractor fees may be incurred.

ESTIMATED DIRECT EXPENSES:

Mileage: 0.655/mi, 5 round trips at 120 miles/trip	\$400
GPS Unit Rental, \$50/day	\$100
Water Level Indicator: \$20/day, 3 days	\$60
PID Rental: \$100/day, 1 day	\$100
Environmental Field Supplies: \$25/day, 1 day	\$25
Material Laboratory Testing	\$1,227
TOTAL DIRECT EXPENSES:	\$1,912

ESTIMATED SUBCONSULTANT COSTS:

Traffic Control Plan Subcontractor	\$1,500
Private Utility Locate	\$750
Drilling Subcontractor - 2 days (4 borings, 70 ft, no wells)	\$9,000
Traffic Control (Flaggers/Arrowboard/Signs/Etc.) - 4 days	\$6,000
Environmental Laboratory Testing	\$5,390
IDW Disposal	\$2,000
TOTAL SUBCONSULTANT COSTS:	\$23,140

PROJECT TOTALS AND SUMMARY:

Total Labor Cost	\$44,617.76
Direct Expenses	\$1,912
Subconsultant Costs	\$23,140
GRAND TOTAL:	\$69,670



Development Division
Contract Services Office
PO Box 47408
Olympia, WA 98504-7408
7345 Linderson Way SW
Tumwater, WA 98501-6504

TTY: 1-800-833-6388
www.wsdot.wa.gov

July 22, 2022

HWA GeoSciences, Inc.
21312 30th Drive SE, Suite 110
Bothell, WA 98021

Subject: Acceptance FYE 2021 ICR – CPA Report

Dear Vasiliy Babko:

We have accepted your firms FYE 2021 Indirect Cost Rate (ICR) of 208.31% of direct labor (rate includes 0.22% Facilities Capital Cost of Money) based on the “Independent CPA Report,” prepared by Thomas W Maxwell CPA. This rate will be applicable for WSDOT Agreements and Local Agency Contracts in Washington only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

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

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

If you have any questions, feel free to contact our office at **(360) 705-7019** or via email consultantrates@wsdot.wa.gov.

Regards;

A handwritten signature in blue ink, appearing to read 'Erik K. Jonson', written over a large, faint, diagonal watermark that says 'DRAFT'.

ERIK K. JONSON
Contract Services Manager

EKJ:ah

Exhibit E1

HWA GEOSCIENCES, INC. STATEMENT OF DIRECT LABOR, FRINGE BENEFITS, AND GENERAL OVERHEAD FOR THE YEAR ENDED DECEMBER 31, 2021

Description	GL Account Balance	Unallowable Costs	FAR Ref	Total Proposed	% of Direct Labor
Direct Labor	<u>\$ 1,797,812</u>	<u>\$ -</u>		<u>\$ 1,797,812</u>	
Fringe Benefits:					
Bonuses	\$ 154,950	\$ -		\$ 154,950	
PTO	370,876	-		370,876	
401 k	194,033	-		194,033	
Employee group insurance	268,211	-		268,211	
Workers' comp	9,699	-		9,699	
Payroll taxes	266,500	(2,894)	(1)	263,606	
Other employee benefits	9,873	-		9,873	
Total Fringe Benefits	<u>\$ 1,274,142</u>	<u>\$ (2,894)</u>		<u>\$ 1,271,248</u>	<u>70.71%</u>
General Overhead:					
Indirect labor	\$ 1,127,480	\$ (37,821)	(2)(3)	\$ 1,089,659	
Bid and proposals	90,168	-		90,168	
Automobile expense	21,344	-		21,344	
Advertising and marketing	16,865	(16,865)	(3)	-	
Bank service charges	2,500	-		2,500	
Contributions	3,159	(3,159)	(4)	-	
Computer and software expenses	137,965	-		137,965	
Depreciation and amortization	93,781	-		93,781	
Dues and subscriptions	5,712	-		5,712	
Insurance	242,935	-		242,935	
Interest	366	(366)	(5)(6)	-	
Maintenance and repairs	10,945	-		10,945	
Meals and entertainment	1,025	-		1,025	
Office supplies and postage	23,476	(150)	(7)	23,326	
Printing	28,076	-		28,076	
Professional fees	72,970	-		72,970	
Seminars and professional education	22,464	(650)	(3)	21,814	
Supplies	63,443	-		63,443	
Rent and utilities	401,126	-		401,126	
Taxes and licenses	98,584	28,333	(6)(8)(9)	126,917	
Telecommunications	61,970	-		61,970	
Travel	3,089	-		3,089	
Recovery	(28,909)	-		(28,909)	
Total General Overhead	<u>\$ 2,500,534</u>	<u>\$ (30,678)</u>		<u>\$ 2,469,856</u>	<u>137.38%</u>
Total Fringe Benefits and General Overhead	<u>\$ 3,774,676</u>	<u>\$ (33,572)</u>		<u>\$ 3,741,104</u>	<u>208.09%</u>
Facilities Capital Cost of Money (FCCM)				<u>\$ 3,899</u>	<u>0.22%</u>

See notes to the indirect cost statement.

ENVIRONMENTAL DOCUMENTATION AND PERMIT COORDINATION
100th St SW Project
City of Lakewood
Widener & Associates Tasks

Widener and Associates, under a subconsultant agreement with KPG Inc., will assist the City of Lakewood in the preparation of environmental documentation and permitting of the project by providing the following services:

1.1 Design Assistance and Early Agency Coordination

Early input into the formation of project alternatives will be provided to ensure each alternative includes provisions to minimize impacts to the surrounding environment. This coordination within the various design elements of the project will identify and incorporate minimization measures early in the alternative development phase of the project and will ensure that an appropriate range of alternatives are developed prior to agency coordination.

The Consultant, with assistance from Widener and Associates, will assist the City in presenting the alternatives to both the state and federal permitting agencies to identify the regulatory issues associated with each alternative. Potential minimization measures for each alternative will also be identified during the coordination with agency representatives. All permitting issues and the recommended permitting process for the preferred project will be documented through the NEPA process.

Deliverable(s):

- The Consultant's permitting specialist will prepare meeting minutes and memoranda documenting the coordination activities with state and federal agencies, as required.

1.2 Section 106 Report (Cultural and Historic Resources)

This work would include the preparation of the Section 106 report in accordance with the State Historic Preservation Office standards and guidelines. The work will include the following subtasks.

1. Pertinent literature on the archaeology, ethnography, and history of the project area will be reviewed to determine the existence of archaeological sites and to refine the probability of archaeological resources and traditional cultural places in the project areas.
2. The Consultant will maintain contact with the local tribes for any information on historic Indian use of the project area.
3. A systematic field reconnaissance will be conducted to identify previously recorded and/or unrecorded archaeological sites for the proposed project where ground-disturbing activities are expected to take place. Field reconnaissance will consist of the traverse of pedestrian transects at varying intervals, depending on terrain throughout the proposed project area. Shovel probes (digging a hole with a shovel) will be excavated, as deep as feasible, and in areas expected to have a high probability for cultural resources. Shovel

probes will be augmented through auger probes to explore the deepest possible deposits. Shovel probes will be screened in highly probable areas and in soil matrixes too dense to identify small chipping debris.

4. All new sites will be mapped, photographed, and recorded on Washington State Archeological Inventory forms and submitted to the state Office of Archeological and Historic Preservation (OAHP) for Smithsonian numbers. Every effort will be made to include Tribal cultural resources personnel in assisting the field effort. Rights-of-entry will be provided by the City.

Deliverable(s):

- A draft Section 106 Report will be prepared to describe cultural resources identified in the project area to meet state and federal standards for reporting as outlined in the guidelines provided by the OAHP. The report will include summary background information appropriate to a cultural resources assessment of the project area, including environment, previous cultural resources studies, ethnography/ethno history, and history. A discussion of agency and Tribal consultation, methodology, the results of the investigation, and a map of located archaeological sites will be provided. Recommendations will also be extended to any cultural resources that may be significant. Monitoring of construction excavation recommendations may also be included. The historic structures inventory form and/or archaeological site inventory form will be attached to the report as an appendix.
- A revised draft Section 106 report incorporating City comments.
- A final Section 106 report incorporating WSDOT comments.

1.4 No Effect Letter

A No Effect letter will be prepared for the preferred alternative in accordance with WSDOT guidelines. The following subtasks will be undertaken in preparation of the No Effect Letter.

1. Collect available documentation concerning the project activities and pertinent biological information. Biological information will include priority habitat and species data from the Washington State Department of Fish and Wildlife along with rare plant and high-quality ecosystem data from WDNR.
2. Conduct a field reconnaissance to investigate on-site habitat conditions.
3. Prepare a draft No Effect Letter addressing listed species, proposed species, candidate species, species of concern, and critical habitat. The letter will include a project description, a list of species, a description of the species and their habitat, an analysis of project effects, and mitigation recommendations.
4. Provide the draft letter to the City & R&E for review and approval.
5. Revise the No Effect Letter, as appropriate, and submit the final WSDOT for their review, possible negotiation of mitigation measures, and concurrence.
6. Formally address and respond to WSDOT recommendations within the regulated time frame and finalize the report.

Deliverable(s):

- A draft letter for review by City with accompanying draft special provisions if required.
- A final letter that incorporates WSDOT's comments.

1.5 Environmental Justice Survey

Services required to complete an environmental justice (EJ) analysis includes the following main components:

1. Collecting demographic data for the project area using local data sources and the US Census Data.
2. Identifying any environmental justice populations in the area (minority or low-income populations).
3. Review public outreach activities to ensure potential EJ populations are offered an opportunity to participate in project planning and decision-making.
4. Identifying any potential disproportionate effects to EJ populations from project activities and identifying how impacts could not be avoided or minimized and what mitigation measures could be implemented.

Deliverable(s):

- The draft EJ documentation will be provided.
- The final EJ documentation will be provided incorporating City comments.
- The final EJ documentation will be provided incorporating WSDOT/FHWA comments if required. It is assumed that WSDOT/FHWA comments will not alter the basic conclusion of the documentation or require further alternative studies.

1.6 Wetland Delineation (IF NEEDED)

1. The purpose of the updated wetland report is to identify jurisdictional wetlands within the project corridor if necessary.
2. The Consultant shall redevelop, implement, and complete field surveys to identify and delineate wetlands in the project area using the appropriate methods described in the Corps of Engineers Wetlands Delineation Manual (Environmental Laboratory 1987), Wetlands Research, Technical Report Y-87-1, January 1987.
3. The Consultant shall delineate wetlands within 200 feet of the project area.
4. The Consultant shall update the comprehensive report that includes detailed wetland maps, documentation of survey methods, results, potential impacts from project actions, and recommendations for wetland protection and mitigation.
5. The report also shall contain appropriate forms for wetland identification, delineation and function assessment required by the Army Corps of Engineers (USACE). The information in this report is intended for use in compliance with Section 404 of the Clean Water Act.
6. The final report and associated documents shall be in a format acceptable to the USACE.
7. Delineated wetland boundaries shall be identified on the ground with flagging. The delineated wetland boundaries shall be mapped with accuracy acceptable to the USACE.

Deliverable(s):

- A draft Wetland Delineation Report for review by City with accompanying draft special provisions if required.
- A draft Wetland Delineation Report, incorporating the City's comments, for submittal to USACE.
- A revised draft Wetland Delineation Report, incorporating comments by USACE, for submittal for approval.

1.7 Hazardous Materials Memo

A Hazardous Materials Memo will be prepared to evaluate the presence of potential hazardous substances within the physical limits of the project that would have an effect on the project. Sites with environmental issues/impacts include those that indicate current or past uses as service stations, battery shops, dry cleaners, chemical storage, or manufacturing facilities; sites with fuel or chemical storage tanks or drums present or those with strong pungent or noxious odors. The scope of services for this study will include;

1. A review of the results of a federal, state, and local environmental database search provided by an outside environmental data service for listings of known or suspected environmental problems at the sites or nearby properties within the search distances specified by WSDOT.
2. A review of historical aerial photographs, fire insurance maps, city directories, chain-of-title reports, and tax assessor records, as available and appropriate, to identify past development history on the parcels relative to the possible use, generation, storage, release, or disposal of hazardous substances. An attempt to identify uses of the sites from the present to the time that records show no apparent development of the site, or to 1940, whichever is earlier.
3. Conduct a visual reconnaissance of the parcels and adjacent properties to identify visible evidence of potential sources of contamination.
4. A report that will summarize the results of this study. The report will briefly discuss the project activities and include a table ranking the parcels (low, moderate, high) by their potential for contamination from either on-site or off-site sources. A draft report will be provided for review and comment to the project team and WSDOT. Upon receiving comments, the letter will be modified as appropriate and made final.
5. Since the likelihood of running into contamination above MTCA Level A standards will be high, an appendix of the report will be made to discuss how contamination will be dealt with during construction.

Deliverable(s):

- A draft Hazmat Memo will be provided to the project team.
- A draft of the Hazmat Memo will be provided incorporating project team comments.
- The final Hazmat Memo will be provided incorporating WSDOT/FHWA comments if required. It is assumed that WSDOT/FHWA comments will not alter the basic conclusion of the documentation or require further alternative studies.

1.8 NEPA CE

Services will be provided to prepare the NEPA CE form by reviewing technical reports related to the project, applying project-specific data to the form, and coordinating approval for the project by both WSDOT and FHWA.

Deliverable(s):

- A draft of the NEPA CE will be provided.
- The final NEPA CE documentation will be provided incorporating City comments.

- The final NEPA CE documentation will be provided incorporating WSDOT/FHWA comments if required. It is assumed that WSDOT/FHWA comments will not alter the basic conclusion of the documentation or require further alternative studies.

Draft

Actual Not to Exceed Table
Project Coordination Services
2023-2024 Rates
Cowling & Company LLC DBA Widener & Associates

Job Classifications	Direct Labor NTE*		Overhead 118.84% NTE		Fixed Fee 30% NTE		All Inclusive Hourly Billing Rate NTE	
	Min.	Max.	Min.	Max.	Min.	Max.	Min.	Max.
Project Manager	\$74.00	\$78.75	\$87.94	\$86.63	\$22.20	\$23.63	\$184.14	\$189.00
Senior Project Specialist/Sr. Biologist	\$36.75	\$57.75	\$43.67	\$63.53	\$11.03	\$17.33	\$91.45	\$138.60
Project Specialist/Project Biologist	\$17.85	\$42.00	\$21.21	\$46.20	\$5.36	\$12.60	\$44.42	\$100.80
Administrative Staff	\$15.75	\$36.75	\$18.72	\$40.43	\$4.73	\$11.03	\$39.19	\$88.20



**Washington State
Department of Transportation**

Development Division
Contract Services Office
PO Box 47408
Olympia, WA 98504-7408
7345 Linderson Way SW
Tumwater, WA 98501-6504

TTY: 1-800-833-6388
www.wsdot.wa.gov

July 5, 2023

Cowling & Co.
1902 120th Place SE, Suite 202
Everett, WA 98208

Subject: Acceptance FYE 2022 ICR – Audit Office Review

Dear Jeanette Cowling Widener:

Transmitted herewith is the WSDOT Audit Office's memo of "Acceptance" of your firm's FYE 2022 Indirect Cost Rate (ICR) of 118.84% of direct labor. This rate will be applicable for WSDOT Agreements and Local Agency Contracts in Washington only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

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

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

If you have any questions, feel free to contact our office at (360) 704-6397 or via email consultantrates@wsdot.wa.gov.

Regards;

Schatzie Harvey

Schatzie Harvey (Jul 5, 2023 13:20 PDT)

SCHATZIE HARVEY, CPA
Contract Services Manager

SH:BJO

RIGHT-OF-WAY AND REAL PROPERTY – PRE-ACQUISITION SERVICES

The Sub-consultant shall provide pre-acquisition right-of-way services consistent with the Uniform Relocation Act and WAC 468-100 and its policies and procedures as amended together with the City's WSDOT-approved Policies and Procedures.

PROJECT MANAGEMENT AND QUALITY ASSURANCE

This task includes all work related to the management, administration, and coordination of Sub-consultant activities under the Project Management Institute's standards.

1. Attend a total of three project team meetings with KPG Psomas and/or the City, including the kick-off meeting, to obtain available information; discuss material and information needed (ROW Plan, Legal Descriptions, Exhibits, Staking, etc.); and obtain any additional information to assist preparing the ROW Funding Estimate, and for obtaining any additional information to assist in obtaining rights-of-entry agreements.
2. The Sub-consultant shall provide quality assurance throughout the life of the Agreement to validate adequate administration, accounting, scheduling, communication, planning, and pre-acquisition procedures leading to the deliverable products. The quality assurance reviews shall be performed independently by the Sub-consultant's Quality Manager.
3. Participate in progress meetings by conference call and provide status meetings with KPG Psomas and/or the city – a maximum of six 30-hour meetings.
4. Coordinate and address with the City and KPG Psomas any concerns raised by property owners regarding the potential impacts of the project and their properties.
5. Have an ongoing responsibility in managing the pre-acquisition process and project tasks of this scope and coordinate with the Project team to provide the required information to complete the services.
6. Provide timely input and progressive work to find answers to issues raised.

PRE-NEGOTIATION SERVICES

The Sub-consultant shall provide the following pre-negotiation services. The objective is to meet with property owners to discuss proposed project plans, address their concerns about potential impacts, and obtain necessary right-of-entry permissions if required.

1. Conduct a review of the draft and final Right-of-Way Plans.
2. Conduct a review of the legal descriptions and exhibits.
3. Prepare an introduction letter to arrange a meeting with property owners.
4. For each parcel impacted, prepare, and obtain rights-of-entry (ROE) agreements for one property owner consisting of eight (8) tax parcels. Sub-consultant to use ROE template provided by City.
5. Prepare a ROW Funding Estimate consistent with the WSDOT LAG Manual for federally funded projects and submit it to the City and WSDOT for review and approval.
6. Arrange and conduct meetings with property owners to comprehensively discuss the proposed project plans.
7. Meet with property owners to obtain right-of-entries, as necessary.

DELIVERABLES:

1. Sample Introduction Letter
2. Comments on right-of-way plan
3. ROW Funding Estimate
4. Right-of-Entry Permits

ASSUMPTIONS:

1. The KPG Psomas will provide right-of-way plans, legal descriptions, staking, exhibits, and drawings.

TITLE SERVICES

The Sub-consultant shall provide title services including but not limited to:

1. Conduct a review of title reports for each parcel to confirm the type of ownership structure and existing encumbrances including access easements and potential conflicts from utility encumbrances that may the proposed right-of-way improvements.

DELIVERABLES:

1. Parcel Title Review Summaries

ASSUMPTIONS:

1. The KPG Psomas will provide Title Reports

			\$63.38	\$51.38	\$43.16				
Item 1: Project Administration	Prop Mgt	Admin	SR/PM Agent	Acq Agent	ROW Tech	Title	REO	Escrow	Total
Contract Admin and Management of overall ROW activities			10	0					10
Coordination with the City and KPG Psomas			6	0					6
Clerical -			0	0					0
ROW Funding Estimate			15	8					23
Administrative Offer Summary Reports			0	0					0
Progress Reporting, Meetings & Kick-off Meetings			6	0					6
Coord w/Subconsultants-			0	0					0
Hours:	0	0	37	8	0	0	0	0	45
Direct Labor \$:	0.00	0.00	2,345.06	411.04	0.00	0.00	0.00	0.00	\$ 2,756.10
Item 2: Right-of-Way Acquisition									
Title, Plans, and Legal Descriptions			15	20	0				35
Contacts, Communications, & Meetings with Property Owners re Property			30	25	0				55
Right of Entry Agreements			20	20	0				40
Administrative Settlement Memorandums			0	0	0				0
Closing			0	0	0				0
Condemn Support -			0	0	0				0
Data/file & Diary Management, Maintenance for County			0	0	0				0
Hours:	0	0	65	65	0	0	0	0	130
Direct Labor \$:		0.00	4,119.70	3,339.70	0.00				\$ 7,459.40
Direct Labor Totals:									
Hours:	0	0	102	73	0	0	0	0	175
Dollars:	0	0.00	6,464.76	3,750.74	0	0	0	0	\$ 10,215.50
Per Parcel Breakdown:									
Summary									
Direct Salary Cost	\$	10,215.50							
Overhead Cost @ 110.00%	\$	11,237.05							
Fee @ 27%	\$	2,758.19							
Labor	\$	24,210.74							
Expenses	\$	703.00							
Subconsultant	\$	-							
Contract Total	\$	24,913.74							
Direct Salary Cost:									\$ 10,215.50
Direct Labor Rate:									\$ 10,215.50
Audited Overhead Rate:	110%								\$ 11,237.05
Profit:	27%								\$ 2,758.19
Composite Multiplier:	137%								
									*Total Labor Fee: \$ 24,210.74
Expenses:									
Review Appraisal (2 Parcels)	\$	-							
Appraisal (2 Parcels)	\$	-							
Mileage/Travel	\$	633.00							
Title Reports	\$	-							
Reprographic, Copy, & Printing	\$	25.00							
Courier Overnight Postage	\$	45.00							
									Subtotal: \$ 703.00
									*TOTAL \$ 24,913.74

Exhibit E3

Date 3/30/23

Company Name:	Abeyta & Associates
Address:	5020 California Avenue SW, #407
City/ State/ Zip	Seattle WA 98136

Proposed ICR	Proposed Fixed Fee
1.1	0.3

Subject: Proposed Hourly Rate Statement

Attention: Manager, Consultant Services Office

Below are the highest anticipated hourly billing rates for the identified labor classifications.

Abeyta & Associates certifies they have an accounting system that contains separate accounts or sub-accounts for unallowable costs in accordance with FAR (48 CFR Part 31), and the capacity to track direct costs that are allocable directly to projects.

Abeyta & Associates also certifies they have a labor- charging/ time keeping system that is complete and sufficiently detailed to allow for a proper determination of direct and indirect labor costs.

Labor Classification	Labor Rate	Indirect Cost Rate	Fixed Fee	NTE Rate	Add Row
Rosa Villa, SR/WA	\$63.38	\$69.72	\$19.01	\$152.11	Delete Row
Jeffrey Collins	\$51.38	\$56.52	\$15.41	\$123.31	
Michael Abeyta	\$43.16	\$47.48	\$12.95	\$103.58	

Respectfully,

Signature

rosavilla Digitally signed by rosavilla
Date: 2023.03.30 12:07:12 -07'00'

Title

CEO/Member



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

November 7, 2022

Rosa Villa, CEO
Rosa M Abeyta, LLC dba Abeyta & Associates
1011 SW Klickitat Way, Ste 206
Seattle, WA 98134-1103

Re: Rosa M Abeyta, LLC dba Abeyta & Associates
Safe Harbor Indirect Cost Rate Extension

Dear Rosa:

Washington State has received approval from our local Federal Highway Administration (FHWA) Division to continue administering the "safe harbor" indirect cost rate program on engineering and design related service contracts, as well as for Local Public Agency projects.

We completed our risk assessment for Abeyta & Associates in November 2019. Our assessment was conducted based on the documentation provided by the firm. The reviewed data included, but was not limited to, a description of the company, basis of accounting, accounting system and the basis of indirect costs. Based on our review, we found the firm eligible to use the Safe Harbor rate. Abeyta & Associates opted to use the Safe Harbor rate, rather than provide a FAR-compliant rate.

Based on further review and discussion with the firm, we are issuing an extension of the Safe Harbor Indirect Cost Rate of 110% of direct labor with a field rate, where applicable, of 80% of direct labor for Abeyta & Associates.

Abeyta & Associates agreed to improve Internal Controls and timekeeping processes to be able to develop an Indirect Cost Rate Schedule in the future in accordance with the Federal Acquisition Regulations (FAR), Subpart 31. The WSDOT Internal Audit Office has provided guidance and information related to FARs and the AASHTO Audit Guide. You may use the Safe Harbor Rate of 110%, or 80% for field office situations, for agreements entered prior to June 30, 2024. For agreements entered after this date, please contact the WSDOT Consultant Services Office (CSO) or our office for guidance.

The Safe Harbor Rate will not be subject to audit. Please coordinate with CSO or your Local Programs contact if you have questions about when to apply the Safe Harbor rate to your agreement.

If you have any questions, please contact Steve McKerney or me at (360)705-7799.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Jarron Elter', written over a horizontal line.

Jarron Elter
Acting Agreement Compliance Audit Manager

cc: Steve McKerney, Director of Internal Audit
Larry Schofield, MS 47323
File

Exhibit F - Title VI Assurances Appendix A & E

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, *(Title of Modal Operating Administration)*, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21. *[Include Modal Operating Administration specific program requirements.]*
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin. *[Include Modal Operating Administration specific program requirements.]*
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the *(Title of Modal Operating Administration)* to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the *(Title of Modal Operating Administration)*, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non- discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the *(Title of Modal Operating Administration)* may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the *(Title of Modal Operating Administration)* may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

Exhibit F - Title VI Assurances Appendix A & E

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

Exhibit G

Certification Documents

- Exhibit G-1(a) Certification of Consultant
- Exhibit G-1(b) Certification of City of Lakewood
- Exhibit G-2 Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions
- Exhibit G-3 Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying
- Exhibit G-4 Certificate of Current Cost or Pricing Data

Draft

Agreement Number:

Exhibit G-1(a) Certification of Consultant

I hereby certify that I am the and duly authorized representative of the firm of
KPG Psomas Inc
whose address is
2502 Jefferson Ave, Tacoma, WA 98402
and that neither the above firm nor I have:

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

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

KPG Psomas Inc

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

Agreement Number:

Exhibit G-1(b) Certification of City of Lakewood

I hereby certify that I am the:

☒ Certified Authority

☐ Other

of the City of Lakewood, and KPG Psomas Inc
or its representative has not been required, directly or indirectly as an express or implied condition in connection
with obtaining or carrying out this AGREEMENT to:

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

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

Signature

Date

Agreement Number:

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

- I. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - B. Have not within a three (3) year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - D. Have not within a three (3) year period preceding this application / proposal had one or more public transactions (Federal, State and local) terminated for cause or default.
- II. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

KPG Psomas Inc

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

Agreement Number:

Exhibit G-3 Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying

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

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00, and not more than \$100,000.00, for each such failure.

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

KPG Psomas Inc

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

Agreement Number:

Exhibit G-4 Certificate of Current Cost or Pricing Data

This is to certify that, to the best of my knowledge and belief, the cost or pricing data (as defined in section 2.101 of the Federal Acquisition Regulation (FAR) and required under FAR subsection 15.403-4) submitted, either actually or by specific identification in writing, to the Contracting Officer or to the Contracting Officer's representative in support of 100th Street SW - Lakeview Ave to STW * are accurate, complete, and current as of **.

This certification includes the cost or pricing data supporting any advance AGREEMENT's and forward pricing rate AGREEMENT's between the offer or and the Government that are part of the proposal.

Firm: KPG Psomas Inc

Signature

Title

Date of Execution***:

*Identify the proposal, quotation, request for pricing adjustment, or other submission involved, giving the appropriate identifying number (e.g. project title.)

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

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

Agreement Number: 1

Exhibit H

Liability Insurance Increase

To Be Used Only If Insurance Requirements Are Increased

The professional liability limit of the CONSULTANT to the AGENCY identified in Section XII, Legal Relations and Insurance of this Agreement is amended to \$ N/A

The CONSULTANT shall provide Professional Liability insurance with minimum per occurrence limits in the amount of \$ N/A

Such insurance coverage shall be evidenced by one of the following methods:

- Certificate of Insurance.
- Self-insurance through an irrevocable Letter of Credit from a qualified financial institution.

Self-insurance through documentation of a separate fund established exclusively for the payment of professional liability claims, including claim amounts already reserved against the fund, safeguards established for payment from the fund, a copy of the latest annual financial statements, and disclosure of the investment portfolio for those funds.

Should the minimum Professional Liability insurance limit required by the AGENCY as specified above exceed \$1 million per occurrence or the value of the contract, whichever is greater, then justification shall be submitted to the Federal Highway Administration (FHWA) for approval to increase the minimum insurance limit.

If FHWA approval is obtained, the AGENCY may, at its own cost, reimburse the CONSULTANT for the additional professional liability insurance required.

Notes: Cost of added insurance requirements: \$ N/A

- Include all costs, fee increase, premiums.
- This cost shall not be billed against an FHWA funded project.
- For final contracts, include this exhibit.

Agreement Number: 1

Exhibit I

Alleged Consultant Design Error Procedures

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

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

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

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

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

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

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

Step 4 Attempt to Resolve Alleged Design Error with Consultant

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

- It is determined via mutual agreement that there is not a consultant design error(s). If this is the case, then the process will not proceed beyond this point.
- It is determined via mutual agreement that a consultant design error(s) occurred. If this is the case, then the Director of Public Works or Agency Engineer, or their representatives, negotiate a settlement with the consultant. The settlement would be paid to the agency or the amount would be reduced from the consultant's agreement with the agency for the services on the project in which the design error took place. The agency is to provide LP, through the Region Local Programs Engineer, a summary of the settlement for review and to make adjustments, if any, as to how the settlement affects federal reimbursements. No further action is required.
- There is not a mutual agreement regarding the alleged consultant design error(s). The consultant may request that the alleged design error(s) issue be forwarded to the Director of Public Works or Agency Engineer for review. If the Director of Public Works or Agency Engineer, after review with their legal counsel, is not able to reach mutual agreement with the consultant, proceed to Step 5.

Agreement Number: 1

Step 5 Forward Documents to Local Programs

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

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

Draft

Exhibit J

Consultant Claim Procedures

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

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

Step 1 Consultant Files a Claim with the Agency Project Manager

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

The consultant's claim must outline the following:

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

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

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

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

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

Agreement Number: 1

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

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

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

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

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

Step 5 Informing Consultant of Decision Regarding the Claim

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

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

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

REQUEST FOR COUNCIL ACTION

DATE ACTION IS REQUESTED: February 5, 2024	TITLE: Motion authorizing the City Manager to enter into a professional services agreement with Parametrix, Inc. in an amount not to exceed \$353,115.01 for design services related to the Military Road project.	TYPE OF ACTION: — ORDINANCE — RESOLUTION <input checked="" type="checkbox"/> MOTION 2024-10 — OTHER
REVIEW: February 5, 2024	ATTACHMENTS: Scope and Budget	

SUBMITTED BY: Paul A. Bucich, P.E., Public Works Engineering Director/City Engineer.

RECOMMENDATION: It is recommended that the City Council authorize the City Manager to enter into a professional services agreement with Parametrix, Inc. in an amount not to exceed \$353,115.01 for design services related to the Military Road SW project.

DISCUSSION: This project will construct sidewalks and bike lanes along Military Road between Washington Boulevard and 112th Street SW. Improvements include curb, gutter, storm drainage, streetlights, and a new asphalt surface.

Design is anticipated to commence in early 2024 and complete in late fall 2024. Construction funding for the project has not been secured. The City will apply for grant funding in spring 2024 for FY 2027 funding as part of PSRC's call for projects.

ALTERNATIVE(S): There is no practical alternative other than to conduct a new consultant selection process and negotiate a new fee.

FISCAL IMPACT: This project is funded from a federal Surface Transportation Program grant and matching City funds allocated in the 2023 Carry Forward Budget. The project is fully funded and this contract falls within those constraints.

Troy Pokswinski
Prepared by

Paul A. Bucich
Department Director


City Manager Review

Local Agency A&E Professional Services Negotiated Hourly Rate Consultant Agreement

Agreement Number: LA 10642

Firm/Organization Legal Name (do not use dba's): Parametrix, Inc.	
Address 1019 39th Ave SW, Ste 100, Puyallup, WA 98374	Federal Aid Number STBGUL-3000(004)
UBI Number 600 135 349	Federal TIN 91-0914810
Execution Date	Completion Date December 31, 2024
1099 Form Required <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Federal Participation <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Project Title Military Road Widening Project - Edgewood to Farwest/112th Street	
Description of Work <p>This project will provide construction of road widening to add bicycle lanes and sidewalks to Military Road from Edgewood to 112th Street. Improvements will include curb, gutter, and sidewalk on both sides; bicycle lanes on both sides; a pedestrian enhanced crossing (HAWK Signal) at Holden Road, an enclosed storm sewer system including catch basins and 12-inch diameter storm sewer pipe, new hot mix asphalt pavement; and street lighting.</p>	
<input checked="" type="checkbox"/> Yes <input checked="" type="checkbox"/> Yes <input checked="" type="checkbox"/> Yes <input type="checkbox"/> Yes	<input type="checkbox"/> No DBE Participation <input type="checkbox"/> No MBE Participation <input type="checkbox"/> No WBE Participation <input checked="" type="checkbox"/> No SBE Participation
Maximum Amount Payable: 353,115.01	

Index of Exhibits

Exhibit A	Scope of Work
Exhibit B	DBE Participation
Exhibit C	Preparation and Delivery of Electronic Engineering and Other Data
Exhibit D	Prime Consultant Cost Computations
Exhibit E	Sub-consultant Cost Computations
Exhibit F	Title VI Assurances
Exhibit G	Certification Documents
Exhibit H	Liability Insurance Increase
Exhibit I	Alleged Consultant Design Error Procedures
Exhibit J	Consultant Claim Procedures

THIS AGREEMENT, made and entered into as shown in the “Execution Date” box on page one (1) of this AGREEMENT, between the City of Lakewood, hereinafter called the “AGENCY,” and the “Firm / Organization Name” referenced on page one (1) of this AGREEMENT, hereinafter called the “CONSULTANT.”

WHEREAS, the AGENCY desires to accomplish the work referenced in “Description of Work” on page one (1) of this AGREEMENT and hereafter called the “SERVICES;” and does not have sufficient staff to meet the required commitment and therefore deems it advisable and desirable to engage the assistance of a CONSULTANT to provide the necessary SERVICES; and

WHEREAS, the CONSULTANT represents that they comply with the Washington State Statutes relating to professional registration, if applicable, and has signified a willingness to furnish consulting services to the AGENCY.

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

I. General Description of Work

The work under this AGREEMENT shall consist of the above-described SERVICES as herein defined, and necessary to accomplish the completed work for this project. The CONSULTANT shall furnish all services, labor, and related equipment and, if applicable, sub-consultants and subcontractors necessary to conduct and complete the SERVICES as designated elsewhere in this AGREEMENT.

II. General Scope of Work

The Scope of Work and projected level of effort required for these SERVICES is described in Exhibit “A” attached hereto and by this reference made a part of this AGREEMENT. The General Scope of Work was developed utilizing performance based contracting methodologies.

III. General Requirements

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

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

The CONSULTANT, any sub-consultants, and the AGENCY shall comply with all Federal, State, and local laws, rules, codes, regulations, and all AGENCY policies and directives, applicable to the work to be performed under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accordance with the laws of the State of Washington.

Participation for Disadvantaged Business Enterprises (DBE) or Small Business Enterprises (SBE), if required, per 49 CFR Part 26, shall be shown on the heading of this AGREEMENT. If DBE firms are utilized at the commencement of this AGREEMENT, the amounts authorized to each firm and their certification number will be shown on Exhibit “B” attached hereto and by this reference made part of this AGREEMENT. If the Prime CONSULTANT is, a DBE certified firm they must comply with the Commercial Useful Function (CUF) regulation outlined in the AGENCY’s “DBE Program Participation Plan” and perform a minimum of 30% of the total amount of this AGREEMENT. It is recommended, but not required, that non-DBE Prime CONSULTANTS perform a minimum of 30% of the total amount of this AGREEMENT.

In the absence of a mandatory DBE goal, a voluntary SBE goal amount of ten percent of the Consultant Agreement is established. The Consultant shall develop a SBE Participation Plan prior to commencing work. Although the goal is voluntary, the outreach efforts to provide SBE maximum practicable opportunities are not.

The CONSULTANT, on a monthly basis, shall enter the amounts paid to all firms (including Prime) involved with this AGREEMENT into the wsdot.diversitycompliance.com program. Payment information shall identify any DBE Participation.

All Reports, PS&E materials, and other data furnished to the CONSULTANT by the AGENCY shall be returned. All electronic files, prepared by the CONSULTANT, must meet the requirements as outlined in Exhibit “C – Preparation and Delivery of Electronic Engineering and other Data.”

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

Any and all notices or requests required under this AGREEMENT shall be made in writing and sent to the other party by (i) certified mail, return receipt requested, or (ii) by email or facsimile, to the address set forth below:

If to AGENCY:

Name: Troy Pokswinski
Agency: City of Lakewood
Address: 6000 Main Street SW
City: Lakewood State: WA Zip: 98499
Email: TPokswinski@cityoflakewood.us
Phone: 253-983-7729
Facsimile: N/A

If to CONSULTANT:

Name: Darby Watson
Agency: Parametrix, Inc.
Address: 1019 39th Avenue SE
City: Puyallup State: WA Zip: 98374
Email: dwatson@parametrix.com
Phone: 253-604-6600
Facsimile: 855-542-6353

IV. Time for Beginning and Completion

The CONSULTANT shall not begin any work under the terms of this AGREEMENT until authorized in writing by the AGENCY. All work under this AGREEMENT shall conform to the criteria agreed upon detailed in the AGREEMENT documents. These SERVICES must be completed by the date shown in the heading of this AGREEMENT titled “Completion Date.”

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

V. Payment Provisions

The CONSULTANT shall be paid by the AGENCY for completed SERVICES rendered under this AGREEMENT as provided hereinafter. Such payment shall be full compensation for SERVICES performed or SERVICES rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete SERVICES. The CONSULTANT shall conform to all applicable portions of 48 CFR Part 31 (www.ecfr.gov).

- A. Hourly Rates: Hourly rates are comprised of the following elements - Direct (Raw) Labor, Indirect Cost Rate, and Fee (Profit). The CONSULTANT shall be paid by the AGENCY for work done, based upon the negotiated hourly rates shown in Exhibits “D” and “E” attached hereto and by reference made part of this AGREEMENT. These negotiated hourly rates will be accepted based on a review of the CONSULTANT’s direct labor rates and indirect cost rate computations and agreed upon fee. The accepted negotiated rates shall be memorialized in a final written acknowledgment between the parties. Such final written acknowledgment shall be incorporated into, and become a part of, this AGREEMENT. The initially accepted negotiated rates shall be applicable from the approval date, as memorialized in a final written acknowledgment, to 180 days following the CONSULTANT’s fiscal year end (FYE) date.

The direct (raw) labor rates and classifications, as shown on Exhibits “D” and “E” shall be subject to renegotiations for each subsequent twelve (12) month period (180 days following FYE date to 180 days following FYE date) upon written request of the CONSULTANT or the AGENCY. The written request must be made to the other party within ninety (90) days following the CONSULTANT’s FYE date. If no such written request is made, the current direct (raw) labor rates and classifications as shown on Exhibits “D” and “E” will remain in effect for the twelve (12) month period.

Conversely, if a timely request is made in the manner set forth above, the parties will commence negotiations to determine the new direct (raw) labor rates and classifications that will be applicable for the twelve (12) month period. Any agreed to renegotiated rates shall be memorialized in a final written acknowledgment between the parties. Such final written acknowledgment shall be incorporated into, and become a part of, this AGREEMENT. If requested, the CONSULTANT shall provide current payroll register and classifications to aid in negotiations. If the parties cannot reach an agreement on the direct (raw) labor rates and classifications, the AGENCY shall perform an audit of the CONSULTANT’s books and records to determine the CONSULTANT’s actual costs. The audit findings will establish the direct (raw) labor rates and classifications that will be applicable for the twelve (12) month period.

The fee as identified in Exhibits “D” and “E” shall represent a value to be applied throughout the life of the AGREEMENT.

The CONSULTANT shall submit annually to the AGENCY an updated indirect cost rate within 180 days of the close of its fiscal year. An approved updated indirect cost rate shall be included in the current fiscal year rate under this AGREEMENT, even if/when other components of the hourly rate are not renegotiated. These rates will be applicable for the twelve (12) month period. At the AGENCY’s option, a provisional and/or conditional indirect cost rate may be negotiated. This provisional or conditional indirect rate shall remain in effect until the updated indirect cost rate is completed and approved. Indirect cost rate costs incurred during the provisional or conditional period will not be adjusted. The CONSULTANT may request an extension of the last approved indirect cost rate for the twelve (12) month period. These requests for provisional indirect cost rate and/or extension will be considered on a case-by-case basis, and if granted, will be memorialized in a final written acknowledgment.

The CONSULTANT shall maintain and have accessible support data for verification of the components of the hourly rates, i.e., direct (raw) labor, indirect cost rate, and fee (profit) percentage. The CONSULTANT shall bill each employee’s actual classification, and actual salary plus indirect cost rate plus fee.

- A. **Direct Non-Salary Costs:** Direct Non-Salary Costs will be reimbursed at the actual cost to the CONSULTANT. These charges may include, but are not limited to, the following items: travel, printing, long distance telephone, supplies, computer charges, and fees of sub-consultants. Air or train travel will be reimbursed only to lowest price available, unless otherwise approved by the AGENCY. The CONSULTANT shall comply with the rules and regulations regarding travel costs (excluding air, train, and rental car costs) in accordance with the WSDOT's Accounting Manual M 13-82, Chapter 10 – Travel Rules and Procedures, and all revisions thereto. Air, train, and rental car costs shall be reimbursed in accordance with 48 Code of Federal Regulations (CFR) Part 31.205-46 "Travel Costs." The billing for Direct Non-salary Costs shall include an itemized listing of the charges directly identifiable with these SERVICES. The CONSULTANT shall maintain the original supporting documents in their office. Copies of the original supporting documents shall be supplied to the STATE upon request. All above charges must be necessary for the SERVICES provided under this AGREEMENT.
- B. **Maximum Amount Payable:** The Maximum Amount Payable by the AGENCY to the CONSULTANT under this AGREEMENT shall not exceed the amount shown in the heading of this AGREEMENT on page one (1.) The Maximum Amount Payable does not include payment for extra work as stipulated in section XIII, "Extra Work." No minimum amount payable is guaranteed under this AGREEMENT.
- C. **Monthly Progress Payments:** Progress payments may be claimed on a monthly basis for all costs authorized in A and B above. Detailed statements shall support the monthly billings for hours expended at the rates established in Exhibit "D," including names and classifications of all employees, and billings for all direct non-salary expenses. To provide a means of verifying the billed salary costs for the CONSULTANT's employees, the AGENCY may conduct employee interviews. These interviews may consist of recording the names, titles, salary rates, and present duties of those employees performing work on the SERVICES at the time of the interview.
- D. **Final Payment:** Final Payment of any balance due the CONSULTANT of the gross amount earned will be made promptly upon its verification by the AGENCY after the completion of the SERVICES under this AGREEMENT, contingent upon receipt of all PS&E, plans, maps, notes, reports, electronic data, and other related documents, which are required to be furnished under this AGREEMENT. Acceptance of such Final Payment by the CONSULTANT shall constitute a release of all claims for payment, which the CONSULTANT may have against the AGENCY unless such claims are specifically reserved in writing and transmitted to the AGENCY by the CONSULTANT prior to its acceptance. Said Final Payment shall not, however, be a bar to any claims that the AGENCY may have against the CONSULTANT or to any remedies the AGENCY may pursue with respect to such claims.

The payment of any billing will not constitute agreement as to the appropriateness of any item and at the time of final audit all required adjustments will be made and reflected in a final payment. In the event that such final audit reveals an overpayment to the CONSULTANT, the CONSULTANT will refund such overpayment to the AGENCY within thirty (30) calendar days of notice of the overpayment. Such refund shall not constitute a waiver by the CONSULTANT for any claims relating to the validity of a finding by the AGENCY of overpayment. Per WSDOT's "Audit Guide for Consultants," Chapter 23 "Resolution Procedures," the CONSULTANT has twenty (20) working days after receipt of the final Post Audit to begin the appeal process to the AGENCY for audit findings

E. **Inspection of Cost Records:** The CONSULTANT and their sub-consultants shall keep available for inspection by representatives of the AGENCY and the United States, for a period of six (6) years after receipt of final payment, the cost records and accounts pertaining to this AGREEMENT and all items related to or bearing upon these records with the following exception: if any litigation, claim or audit arising out of, in connection with, or related to this AGREEMENT is initiated before the expiration of the six (6) year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records is completed. An interim or post audit may be performed on this AGREEMENT. The audit, if any, will be performed by the State Auditor, WSDOT's Internal Audit Office and /or at the request of the AGENCY's Project Manager.

VI. Sub-Contracting

The AGENCY permits subcontracts for those items of SERVICES as shown in Exhibit “A” attached hereto and by this reference made part of this AGREEMENT.

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

Compensation for this sub-consultant SERVICES shall be based on the cost factors shown on Exhibit “E” attached hereto and by this reference made part of this AGREEMENT.

The SERVICES of the sub-consultant shall not exceed its maximum amount payable identified in each sub consultant cost estimate unless a prior written approval has been issued by the AGENCY.

All reimbursable direct labor, indirect cost rate, direct non-salary costs and fee costs for the sub-consultant shall be negotiated and substantiated in accordance with section V “Payment Provisions” herein and shall be memorialized in a final written acknowledgment between the parties

All subcontracts shall contain all applicable provisions of this AGREEMENT, and the CONSULTANT shall require each sub-consultant or subcontractor, of any tier, to abide by the terms and conditions of this AGREEMENT. With respect to sub-consultant payment, the CONSULTANT shall comply with all applicable sections of the STATE’s Prompt Payment laws as set forth in RCW 39.04.250 and RCW 39.76.011.

The CONSULTANT, sub-recipient, or sub-consultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this AGREEMENT. The CONSULTANT shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the CONSULTANT to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the recipient deems appropriate.

VII. Employment and Organizational Conflict of Interest

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

Any and all employees of the CONSULTANT or other persons while engaged in the performance of any work or services required of the CONSULTANT under this AGREEMENT, shall be considered employees of the CONSULTANT only and not of the AGENCY, and any and all claims that may arise under any Workmen’s Compensation Act on behalf of said employees or other persons while so engaged, and any and all claims made by a third party as a consequence of any act or omission on the part of the CONSULTANT’s employees or other persons while so engaged on any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of the CONSULTANT.

The CONSULTANT shall not engage, on a full- or part-time basis, or other basis, during the period of this AGREEMENT, any professional or technical personnel who are, or have been, at any time during the period of this AGREEMENT, in the employ of the United States Department of Transportation or the AGENCY, except regularly retired employees, without written consent of the public employer of such person if he/she will be working on this AGREEMENT for the CONSULTANT.

Agreement Number:

VIII. Nondiscrimination

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees, sub-consultants, subcontractors and successors in interest, agrees to comply with the following laws and regulations:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. Chapter 21 Subchapter V § 2000d through 2000d-4a)
- Federal-aid Highway Act of 1973 (23 U.S.C. Chapter 3 § 324)
- Rehabilitation Act of 1973 (29 U.S.C. Chapter 16 Subchapter V § 794)
- Age Discrimination Act of 1975 (42 U.S.C. Chapter 76 § 6101 *et. seq.*)
- Civil Rights Restoration Act of 1987 (Public Law 100-259)
- American with Disabilities Act of 1990 (42 U.S.C. Chapter 126 § 12101 *et. seq.*)
- 23 CFR Part 200
- 49 CFR Part 21
- 49 CFR Part 26
- RCW 49.60.180

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

IX. Termination of Agreement

The right is reserved by the AGENCY to terminate this AGREEMENT at any time with or without cause upon ten (10) days written notice to the CONSULTANT.

In the event this AGREEMENT is terminated by the AGENCY, other than for default on the part of the CONSULTANT, a final payment shall be made to the CONSULTANT for actual hours charged at the time of termination of this AGREEMENT, plus any direct non-salary costs incurred up to the time of termination of this AGREEMENT.

No payment shall be made for any SERVICES completed after ten (10) days following receipt by the CONSULTANT of the notice to terminate. If the accumulated payment made to the CONSULTANT prior to Notice of Termination exceeds the total amount that would be due when computed as set forth in paragraph two (2) of this section, then no final payment shall be due and the CONSULTANT shall immediately reimburse the AGENCY for any excess paid.

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

In the event of a termination for default, the amount to be paid to the CONSULTANT shall be determined by the AGENCY with consideration given to the actual costs incurred by the CONSULTANT in performing SERVICES to the date of termination, the amount of SERVICES originally required which was satisfactorily completed to date of termination, whether that SERVICE is in a form or a type which is usable to the AGENCY at the time of termination, the cost to the AGENCY of employing another firm to complete the SERVICES required and the time which may be required to do so, and other factors which affect the value to the AGENCY of the SERVICES performed at the time of termination. Under no circumstances shall payment made under this subsection exceed the amount, which would have been made using the formula set forth in paragraph two (2) of this section.

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

The CONSULTANT shall, within 15 days, notify the AGENCY in writing, in the event of the death of any member, partner, or officer of the CONSULTANT or the death or change of any of the CONSULTANT's supervisory and/or other key personnel assigned to the project or disaffiliation of any principally involved CONSULTANT employee.

The CONSULTANT shall also notify the AGENCY, in writing, in the event of the sale or transfer of 50% or more of the beneficial ownership of the CONSULTANT within 15 days of such sale or transfer occurring. The CONSULTANT shall continue to be obligated to complete the SERVICES under the terms of this AGREEMENT unless the AGENCY chooses to terminate this AGREEMENT for convenience or chooses to renegotiate any term(s) of this AGREEMENT. If termination for convenience occurs, final payment will be made to the CONSULTANT as set forth in the second and third paragraphs of this section.

Payment for any part of the SERVICES by the AGENCY shall not constitute a waiver by the AGENCY of any remedies of any type it may have against the CONSULTANT for any breach of this AGREEMENT by the CONSULTANT, or for failure of the CONSULTANT to perform SERVICES required of it by the AGENCY.

Forbearance of any rights under the AGREEMENT will not constitute waiver of entitlement to exercise those rights with respect to any future act or omission by the CONSULTANT.

X. Changes of Work

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

XI. Disputes

Any disputed issue not resolved pursuant to the terms of this AGREEMENT shall be submitted in writing within 10 days to the Director of Public Works or AGENCY Engineer, whose decision in the matter shall be final and binding on the parties of this AGREEMENT; provided however, that if an action is brought challenging the Director of Public Works or AGENCY Engineer's decision, that decision shall be subject to judicial review. If the parties to this AGREEMENT mutually agree, disputes concerning alleged design errors will be conducted under the procedures found in Exhibit "J". In the event that either party deem it necessary to institute legal action or proceeding to enforce any right or obligation under this AGREEMENT, this action shall be initiated in the Superior Court of the State of Washington, situated in the county in which the AGENCY is located. The parties hereto agree that all questions shall be resolved by application of Washington law and that the parties have the right of appeal from such decisions of the Superior Court in accordance with the laws of the State of Washington. The CONSULTANT hereby consents to the personal jurisdiction of the Superior Court of the State of Washington, situated in the county in which the AGENCY is located.

XII. Legal Relations

The CONSULTANT, any sub-consultants, and the AGENCY shall comply with all Federal, State, and local laws, rules, codes, regulations and all AGENCY policies and directives, applicable to the work to be performed under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accordance with the laws of the State of Washington.

The CONSULTANT shall defend, indemnify, and hold the State of Washington (STATE) and the AGENCY and their officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the negligence of, or the breach of any obligation under this AGREEMENT by, the CONSULTANT or the CONSULTANT's agents, employees, sub consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable; provided that nothing herein shall require a CONSULTANT

to defend or indemnify the STATE and the AGENCY and their officers and employees against and hold harmless the STATE and the AGENCY and their officers and employees from claims, demands or suits based solely upon the negligence of, or breach of any obligation under this AGREEMENT by the STATE and the AGENCY, their agents, officers, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the STATE and /or the AGENCY may be legally liable; and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the CONSULTANT or the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT is legally liable, and (b) the STATE and/or AGENCY, their agents, officers, employees, sub-consultants, subcontractors and or vendors, of any tier, or any other persons for whom the STATE and/or AGENCY may be legally liable, the defense and indemnity obligation shall be valid and enforceable only to the extent of the CONSULTANT's negligence or the negligence of the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable. This provision shall be included in any AGREEMENT between CONSULTANT and any sub-consultant, subcontractor and vendor, of any tier.

The CONSULTANT shall also defend, indemnify, and hold the STATE and the AGENCY and their officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions by the CONSULTANT or the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable, in performance of the Work under this AGREEMENT or arising out of any use in connection with the AGREEMENT of methods, processes, designs, information or other items furnished or communicated to STATE and/or the AGENCY, their agents, officers and employees pursuant to the AGREEMENT; provided that this indemnity shall not apply to any alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions resulting from STATE and/or AGENCY's, their agents', officers and employees' failure to comply with specific written instructions regarding use provided to STATE and/or AGENCY, their agents, officers and employees by the CONSULTANT, its agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable.

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

Notwithstanding any determination by the Executive Ethics Board or other tribunal, the AGENCY may, in its sole discretion, by written notice to the CONSULTANT terminate this AGREEMENT if it is found after due notice and examination by the AGENCY that there is a violation of the Ethics in Public Service Act, Chapter 42.52 RCW; or any similar statute involving the CONSULTANT in the procurement of, or performance under, this AGREEMENT.

The CONSULTANT specifically assumes potential liability for actions brought by the CONSULTANT's own employees or its agents against the STATE and/or the AGENCY and, solely for the purpose of this indemnification and defense, the CONSULTANT specifically waives any immunity under the state industrial insurance law, Title 51 RCW. The Parties have mutually negotiated this waiver.

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

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

Insurance Coverage

- A. Worker's compensation and employer's liability insurance as required by the STATE.
- B. Commercial general liability insurance written under ISO Form CG 00 01 12 04 or its equivalent with minimum limits of one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000.00) in the aggregate for each policy period.
- C. Business auto liability insurance written under ISO Form CG 00 01 10 01 or equivalent providing coverage for any "Auto" (Symbol 1) used in an amount not less than a one million dollar (\$1,000,000.00) combined single limit for each occurrence.

Excepting the Worker's Compensation Insurance and any Professional Liability Insurance, the STATE and AGENCY, their officers, employees, and agents will be named on all policies of CONSULTANT and any sub-consultant and/or subcontractor as an additional insured (the "AIs"), with no restrictions or limitations concerning products and completed operations coverage. This coverage shall be primary coverage and non-contributory and any coverage maintained by the AIs shall be excess over, and shall not contribute with, the additional insured coverage required hereunder. The CONSULTANT's and the sub-consultant's and/or subcontractor's insurer shall waive any and all rights of subrogation against the AIs. The CONSULTANT shall furnish the AGENCY with verification of insurance and endorsements required by this AGREEMENT. The AGENCY reserves the right to require complete, certified copies of all required insurance policies at any time.

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

Name: Troy Pokswinski
Agency: City of Lakewood
Address: 6000 Main Street SW
City: Lakewood State: WA Zip: 98499
Email: TPokswinski@cityoflakewood.us
Phone: 253-983-7729
Facsimile: N/A

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

The CONSULTANT's professional liability to the AGENCY, including that which may arise in reference to section IX "Termination of Agreement" of this AGREEMENT, shall be limited to the accumulative amount of the authorized AGREEMENT or one million dollars (\$1,000,000.00), whichever is greater, unless the limit of liability is increased by the AGENCY pursuant to Exhibit H. In no case shall the CONSULTANT's professional liability to third parties be limited in any way.

The parties enter into this AGREEMENT for the sole benefit of the parties, and to the exclusion of any third party, and no third party beneficiary is intended or created by the execution of this AGREEMENT.

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

XIII. Extra Work

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

XIV. Endorsement of Plans

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

XV. Federal Review

The Federal Highway Administration shall have the right to participate in the review or examination of the SERVICES in progress.

XVI. Certification of the Consultant and the Agency

Attached hereto as Exhibit “G-1(a and b)” are the Certifications of the CONSULTANT and the AGENCY, Exhibit “G-2” Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions, Exhibit “G-3” Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying and Exhibit “G-4” Certificate of Current Cost or Pricing Data. Exhibit “G-3” is required only in AGREEMENTS over one hundred thousand dollars (\$100,000.00) and Exhibit “G-4” is required only in AGREEMENTS over five hundred thousand dollars (\$500,000.00.) These Exhibits must be executed by the CONSULTANT, and submitted with the master AGREEMENT, and returned to the AGENCY at the address listed in section III “General Requirements” prior to its performance of any SERVICES under this AGREEMENT.

XVII. Complete Agreement

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

XVIII. Execution and Acceptance

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

XIX. Protection of Confidential Information

The CONSULTANT acknowledges that some of the material and information that may come into its possession or knowledge in connection with this AGREEMENT or its performance may consist of information that is exempt from disclosure to the public or other unauthorized persons under either chapter 42.56 RCW or other local, state, or federal statutes (“State’s Confidential Information”). The “State’s Confidential Information” includes, but is not limited to, names, addresses, Social Security numbers, e-mail addresses, telephone numbers, financial profiles credit card information, driver’s license numbers, medical data, law enforcement records (or any other information identifiable to an individual), STATE and AGENCY source code or object code, STATE and AGENCY security data, non-public Specifications, STATE and AGENCY non-publicly available data, proprietary software, STATE and AGENCY security data, or information which may jeopardize any part of the project that relates to any of these types of information. The CONSULTANT agrees to hold the State’s Confidential Information in strictest confidence and not to make use of the State’s Confidential Information for any purpose other than the performance of this AGREEMENT, to release it only to authorized employees, sub-consultants or subcontractors requiring such information for the purposes of carrying out this AGREEMENT, and not to release, divulge, publish, transfer, sell, disclose, or otherwise make it known to any other party without the AGENCY’s express written consent or as provided by law. The CONSULTANT agrees to release such information or material only to employees, sub-consultants or subcontractors who have signed a nondisclosure AGREEMENT, the terms of which have been previously approved by the AGENCY. The CONSULTANT agrees to implement physical, electronic, and managerial safeguards to prevent unauthorized access to the State’s Confidential Information.

Immediately upon expiration or termination of this AGREEMENT, the CONSULTANT shall, at the AGENCY’s option: (i) certify to the AGENCY that the CONSULTANT has destroyed all of the State’s Confidential Information; or (ii) returned all of the State’s Confidential Information to the AGENCY; or (iii) take whatever other steps the AGENCY requires of the CONSULTANT to protect the State’s Confidential Information.

As required under Executive Order 00-03, the CONSULTANT shall maintain a log documenting the following: the State’s Confidential Information received in the performance of this AGREEMENT; the purpose(s) for which the State’s Confidential Information was received; who received, maintained, and used the State’s Confidential Information; and the final disposition of the State’s Confidential Information. The CONSULTANT’s records shall be subject to inspection, review, or audit upon reasonable notice from the AGENCY.

The AGENCY reserves the right to monitor, audit, or investigate the use of the State’s Confidential Information collected, used, or acquired by the CONSULTANT through this AGREEMENT. The monitoring, auditing, or investigating may include, but is not limited to, salting databases.

Violation of this section by the CONSULTANT or its sub-consultants or subcontractors may result in termination of this AGREEMENT and demand for return of all State’s Confidential Information, monetary damages, or penalties

It is understood and acknowledged that the CONSULTANT may provide the AGENCY with information, which is proprietary and/or confidential during the term of this AGREEMENT. The parties agree to maintain the confidentiality of such information during the term of this AGREEMENT and afterwards. All materials containing such proprietary and/or confidential information shall be clearly identified and marked as “Confidential” and shall be returned to the disclosing party at the conclusion of the SERVICES under this AGREEMENT.

The CONSULTANT shall provide the AGENCY with a list of all information and materials it considers confidential and/or proprietary in nature: (a) at the commencement of the term of this AGREEMENT, or (b) as soon as such confidential or proprietary material is developed. "Proprietary and/or confidential information" is not meant to include any information which, at the time of its disclosure: (i) is already known to the other party; (ii) is rightfully disclosed to one of the parties by a third party that is not acting as an agent or representative for the other party; (iii) is independently developed by or for the other party; (iv) is publicly known; or (v) is generally utilized by unaffiliated third parties engaged in the same business or businesses as the CONSULTANT.

The parties also acknowledge that the AGENCY is subject to Washington State and federal public disclosure laws. As such, the AGENCY shall maintain the confidentiality of all such information marked proprietary and or confidential or otherwise exempt, unless such disclosure is required under applicable state or federal law. If a public disclosure request is made to view materials identified as "Proprietary and/or confidential information" or otherwise exempt information, the AGENCY will notify the CONSULTANT of the request and of the date that such records will be released to the requester unless the CONSULTANT obtains a court order from a court of competent jurisdiction enjoining that disclosure. If the CONSULTANT fails to obtain the court order enjoining disclosure, the AGENCY will release the requested information on the date specified.

The CONSULTANT agrees to notify the sub-consultant of any AGENCY communication regarding disclosure that may include a sub-consultant's proprietary and/or confidential information. The CONSULTANT notification to the sub-consultant will include the date that such records will be released by the AGENCY to the requester and state that unless the sub-consultant obtains a court order from a court of competent jurisdiction enjoining that disclosure the AGENCY will release the requested information. If the CONSULTANT and/or sub-consultant fail to obtain a court order or other judicial relief enjoining the AGENCY by the release date, the CONSULTANT shall waive and release and shall hold harmless and indemnify the AGENCY from all claims of actual or alleged damages, liabilities, or costs associated with the AGENCY's said disclosure of sub-consultants' information.

XX. Records Maintenance

During the progress of the Work and SERVICES provided hereunder and for a period of not less than six (6) years from the date of final payment to the CONSULTANT, the CONSULTANT shall keep, retain, and maintain all "documents" pertaining to the SERVICES provided pursuant to this AGREEMENT. Copies of all "documents" pertaining to the SERVICES provided hereunder shall be made available for review at the CONSULTANT's place of business during normal working hours. If any litigation, claim, or audit is commenced, the CONSULTANT shall cooperate with AGENCY and assist in the production of all such documents. "Documents" shall be retained until all litigation, claims or audit findings have been resolved even though such litigation, claim, or audit continues past the six (6) year retention period.

For purposes of this AGREEMENT, "documents" means every writing or record of every type and description, including electronically stored information ("ESI"), that is in the possession, control, or custody of the CONSULTANT, including, without limitation, any and all correspondences, contracts, AGREEMENTs, appraisals, plans, designs, data, surveys, maps, spreadsheets, memoranda, stenographic or handwritten notes, reports, records, telegrams, schedules, diaries, notebooks, logbooks, invoices, accounting records, work sheets, charts, notes, drafts, scribbles, recordings, visual displays, photographs, minutes of meetings, tabulations, computations, summaries, inventories, and writings regarding conferences, conversations or telephone conversations, and any and all other taped, recorded, written, printed or typed matters of any kind or description; every copy of the foregoing whether or not the original is in the possession, custody, or control of the CONSULTANT, and every copy of any of the foregoing, whether or not such copy is a copy identical to an original, or whether or not such copy contains any commentary or notation whatsoever that does not appear on the original.

For purposes of this AGREEMENT, “ESI” means any and all computer data or electronic recorded media of any kind, including “Native Files”, that are stored in any medium from which it can be retrieved and examined, either directly or after translation into a reasonably useable form. ESI may include information and/or documentation stored in various software programs such as Email, Outlook, Word, Excel, Access, Publisher, PowerPoint, Adobe Acrobat, SQL databases, or any other software or electronic communication programs or databases that the CONSULTANT may use in the performance of its operations. ESI may be located on network servers, backup tapes, smart phones, thumb drives, CDs, DVDs, floppy disks, work computers, cell phones, laptops, or any other electronic device that CONSULTANT uses in the performance of its Work or SERVICES hereunder, including any personal devices used by the CONSULTANT or any sub-consultant at home.

“Native files” are a subset of ESI and refer to the electronic format of the application in which such ESI is normally created, viewed, and /or modified

The CONSULTANT shall include this section XX “Records Maintenance” in every subcontract it enters into in relation to this AGREEMENT and bind the sub-consultant to its terms, unless expressly agreed to otherwise in writing by the AGENCY prior to the execution of such subcontract.

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

Signature

Date

Signature

Date

Any modification, change, or reformation of this AGREEMENT shall require approval as to form by the Office of the Attorney General.

Exhibit A Scope of Work

Project No.

See Scope of Work on the following pages.

**City of Lakewood
Military Road Widening Project
Edgewood to Farwest/112th Street**

Project Understanding

The City of Lakewood (CITY) has secured design funding and has submitted for a Transportation Improvement Board (TIB) grant for the construction of road widening to add bike lanes and sidewalks to Military Road from Edgewood to 112th Street. The improvements will include:

- Curb, gutter, and sidewalk (both sides).
- Bicycle lanes (both sides).
- Pedestrian enhanced crossing (HAWK Signal) at Holden Road.
- Enclosed storm sewer system including catch basins and 12-inch diameter storm sewer pipe.
- New Hot Mix Asphalt pavement.
- Street lighting.

The scope of this agreement includes services for the preparation of Plans, Technical Specifications, and an Opinion of Cost prepared by Parametrix (CONSULTANT) for use by the CITY to advertise the project for construction. Future services of work may be awarded for assistance during construction.

General Assumptions include:

- The scope of work does not include geotechnical investigation or analysis.
- The scope of work does not include the preparation of a stormwater site plan or stormwater pollution prevention plan.
- All necessary permits will be obtained by the CITY (if applicable).
- The scope of work does not include utility coordination.
- All deliverables will be in electronic format and delivered electronically by email or file transfer protocol (ftp or MS Teams).

Notice to proceed is anticipated by March 1, 2024, and delivery of the final bidding documents is anticipated by October 31, 2024.

Task 1 – Plans, Specifications and Estimate

Subtask 01 – Project Management and QA/QC

Approach

- Facilitate monthly management team meetings online (MS Teams) with key CONSULTANT staff (Project Manager [PM], Design Lead, and CITY Project Manager) to provide continuous communication between the CONSULTANT and CITY teams and to provide complete transparency in the design development and project management process.
- Provide monthly invoices and progress reports.



- Prepare quality assurance quality control procedures and reviews for the project.
- Proactively manage change to provide a clear understanding of impacts to scope, schedule, and budget when challenges arise throughout the course of the project.
- Coordinate with Disadvantaged Business Enterprise (DBE) subconsultants for project delivery to meet DBE contract goals.
- Complete independent quality reviews of the 50% and 90% design project deliverables.

Assumptions

- Monthly online meetings are estimated at 30 minutes each (up to 8 meetings total) including preparation, attendance and follow up.
- Progress reports (total of 8 included in budget estimate) will include bulleted description of work completed during the billing period and identification of any issues related to project schedule and budget.
- The budget estimate provides for continuous project management from Notice to Proceed on March 1, 2024, through October 31, 2024. Work contracted and completed after October 31, 2024, will require a supplement for additional project management time.
- Major project deliverables include the 50% Plans and Opinion of Cost and 90% Plans, Technical Specifications, and Opinion of Cost.

Deliverables

- Ongoing meeting agenda and notes (Cloud documents on Teams Site).
- Monthly invoice and progress reports (total of 8) – PDF delivered electronically.

Subtask 02 – Survey (PMX)

Objective

- The objective of this task will be to create a topographic survey base map of the existing conditions and improvements of Military Road SW, extending from Edgewood Avenue SW to 112th Street SW. This task will also include right of way establishment of Military Road SW and up to 50 feet of the right-of-way (ROW) of the intersecting roads along the project corridor. The approximate limits of the survey are shown on Figure 1.

Approach

- The approach for this task will be to coordinate with Apex Engineering (SUBCONSULTANT) to providing surveying services to support the project's DBE requirements. Parametrix will oversee the surveying portion of this project and will provide support as needed to ensure the project is completed on time, within budget, and within scope. Parametrix will also complete the final quality control (QC) review before delivering the base map to be used for design purposes.

Assumptions

- Survey will be developed using CONSULTANT's symbols, layers, and linetype standards.
- Datums will be NAD 83/11 Horizontal and NAVD 88 Vertical.
- Obtaining and reviewing title reports are not included in this scope of services. Should discrepancies in available public records necessitate that title report(s) be obtained and reviewed to establish the ROWs for the project, a supplement will be required.

Deliverables

- Survey topographic base map with calculated ROW lines – Civil 3D format delivered electronically.

Subtask 02SC – Survey (Apex)

Objective

- The objective for this task will be for SUBCONSULTANT to provide a boundary and topographic survey of the ROW for Military Road SW, as described above in Subtask 02 and shown on Figure 1. SUBCONSULTANT will perform the necessary research with Pierce County and other available sources to establish and calculate the ROW for Military Drive and approximately 50 feet of the intersecting roads within the project limits and will produce a topographic survey of the current existing conditions of the areas shown on Figure 1 to be used for the design of ROW improvements.

Approach

Topographic elements consist of information shown on a map which depicts the horizontal and vertical positions of natural and/or fabricated features and existing terrain surfaces. The topographic mapping will include evidence of, including but not limited to, the following improvements:

- | | | |
|---|---|--|
| ■ Buildings | ■ Storm drainage and storm drain structures within the area shown on Figure 1, plus the next up and downhill structures | ■ Natural gas |
| ■ Curbs | ■ Sanitary sewer manholes and/or septic tank/drain field areas as identified to our field survey crew by the Client within the area shown on Figure 1, plus the next up and downhill structures | ■ Cable or fiber optic pedestals |
| ■ Sidewalks/paths | ■ Electrical power vaults and associated surface features | ■ Meters or utility connects to existing buildings |
| ■ Driveways/curb cuts up to the face of the garage or house | ■ Overhead wires, guy wires | ■ Water valve boxes |
| ■ Pavement delineation between concrete and asphalt | | ■ Fire hydrants |
| ■ Retaining walls, bulkheads, and fences – materials and heights | | ■ Telephone pedestals |
| ■ Underground utility location paint marks set by others if visible at time of the field survey | | ■ Signage |
| | | ■ Ponds |
| | | ■ Street lighting |
| | | ■ Significant trees (6-inch diameter or greater, as measured 4.5 feet above the ground), with drip lines |

Assumptions

- Survey will be developed using CONSULTANT's symbols, layers, and linetype standards.
- SUBCONSULTANT survey crews will have unrestricted access to make measurements. SUBCONSULTANT survey crews will knock on doors to request access where existing hedges, fencing, or yards extend private property owners' perceived "private" spaces into the CITY's ROW and use their judgement before entering such spaces if no one answers the door.
- SUBCONSULTANT survey crews will work within the rights of RCW 47.01.170 to enter upon private land for the purpose of surveying for this project's purposes and will leave SUBCONSULTANT standard door hanger notifications if desired by the CITY.

- Obtaining and reviewing title reports are not included in this scope of services. Should discrepancies in available public records necessitate that title report(s) be obtained and reviewed to establish the ROWs for the project, a supplement will be required.
- Datums will be NAD 83/11 Horizontal, and NAVD 88 Vertical.

Deliverables

- Survey topographic base map with calculated ROW lines – Civil 3D format delivered electronically.

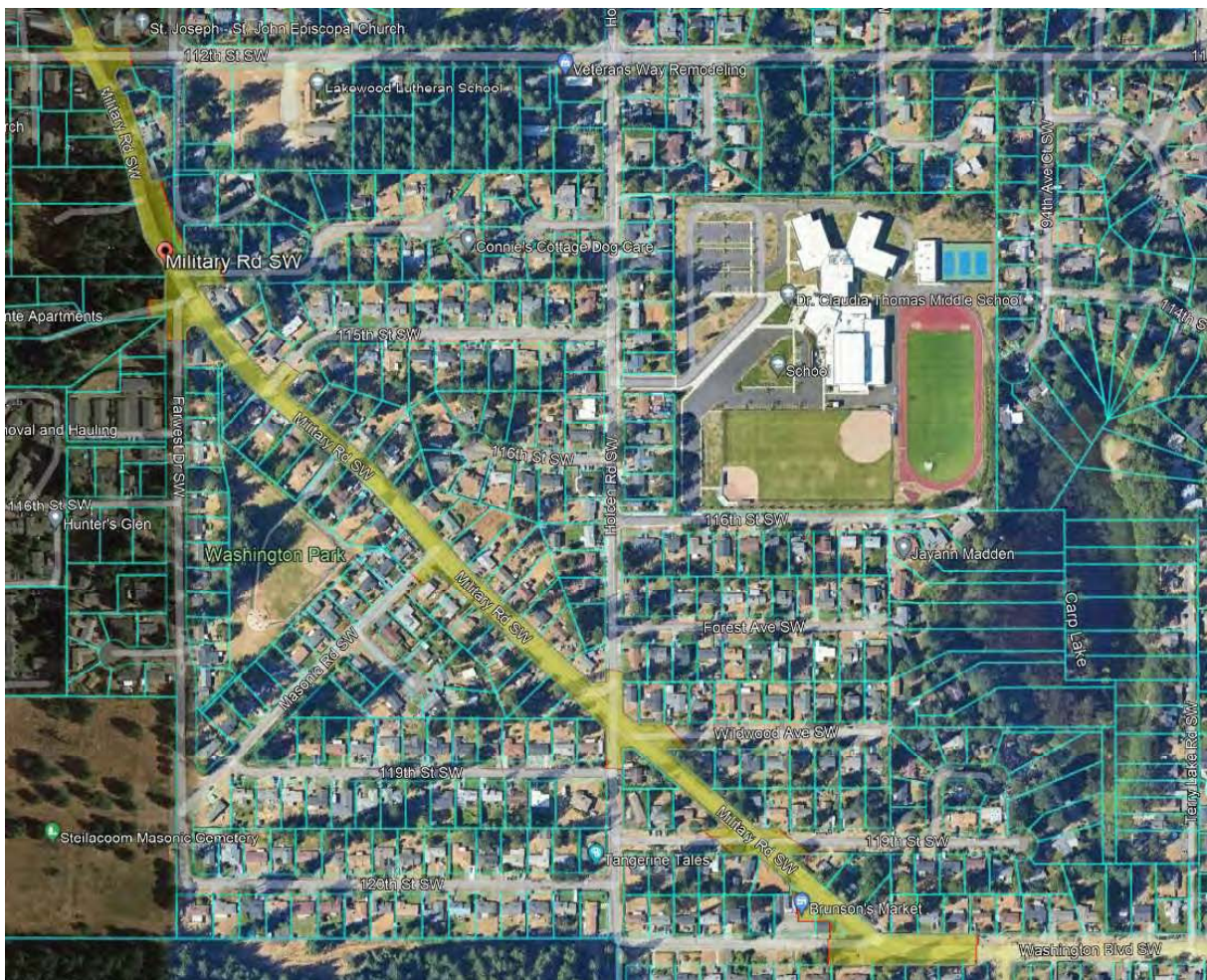


Figure 1. Survey Limits

Subtask 03 – Environmental Approvals – NEPA and SEPA

Approach

CONSULTANT will complete documentation for environmental approvals related to the National Environmental Policy Act (NEPA) and the Washington State Environmental Policy Act (SEPA).

- To comply with the requirements for federal design funding secured by the CITY, CONSULTANT will assemble documentation to meet the requirements of the WSDOT Local Agency Guidelines (LAG) Manual, including limited information to support documentation of a NEPA

Categorical Exclusion (CE) using WSDOT's NEPA CE documentation form as outlined in this scope of services. Supporting documentation is limited to reviews of potential impacts on cultural and historical resources (to demonstrate compliance with Section 106 of the National Historic Preservation Act [NHPA]).

- CONSULTANT will submit a draft of the CE form and supporting documentation for CITY review, to ensure the project is accurately characterized. After addressing CITY comments, CONSULTANT will submit the CE form and supporting documentation for review by WSDOT Local Programs.

Assumptions

- A CE will be the appropriate level of documentation for NEPA.
- A SEPA checklist and determination will not be required.
- No impacts to wetlands, streams, or other critical areas will occur as part of the project.
- No Endangered Species Act-listed species or critical habitats are present in the project action area, and consultation with the National Marine Fisheries Service or the U.S. Fish and Wildlife Service will not be required. A Letter of No Effect is not included in the scope of services.
- The project will not have impacts to 6(f) properties (parks or other locations that have received Land and Water Conservation Funding).
- The project will have no adverse effects to 4(f) properties. A technical report for 4(f) is not included in the scope and budget.
- No hazardous materials are within the project limits and no hazardous materials desktop review and discipline report is included in the scope of services.
- ROW acquisition will not be required.
- Project construction will take place within existing ROW limits and will not require detours; as such, the project will be exempt from requirements to analyze potential impacts to environmental justice populations.
- The project will have no adverse impacts to cultural or historical resources.
- No hot-spot or other air quality modeling will be required.
- The alignment improvements will not require a noise survey or modeling.
- The NEPA CE form and included supporting documentation will undergo a single cycle of review and revision with WSDOT Local Programs, and WSDOT Local Programs will provide a single set of nonconflicting comments on the draft form and supporting documentation.
- This scope includes only NEPA compliance. No applications for environmental permits (federal, state, or local) will be developed as part of this scope.

Deliverables

- Draft and Final CE. Note that Cultural and Historical Resources Survey and Report will be a subconsultant task.

Subtask 04SC – Cultural Resources (SRI)

Approach

- See attached scope of work from Statistical Research, Inc. (SRI) for the scope of the cultural and historic resources subconsultant work.

Assumptions

- See attached scope of work from SRI for the assumptions of the cultural and historic resources subconsultant work.

Deliverables

- See attached scope of work from SRI for the deliverables of the cultural and historic resources subconsultant work.

Subtask 05 – Concept Design

Approach

- CONSULTANT will produce an initial intersection plan for the Holden intersection to include a HAWK Signal.
- CONSULTANT will produce initial intersection plan(s) for the 114th/Farwest, and 119th intersections.
- CONSULTANT will prepare a roadway alignment and corridor using the cross section provided by the City and included in the TIB application.
- CONSULTANT will host an online meeting using MS Teams to share the digital plan views of the alignment and intersection layouts for review and comment by CITY staff during the meeting.
- The result of the online meeting will be confirmation of the alignment and intersection plan(s) for further design and refinement.

Assumptions

- NO plan sheets will be produced. The CONSULTANT may produce prints in PDF format for ease of sharing information with CITY staff prior to and after the online meeting.
- Design Memorandum will be produced to CONSULTANT document design standards and will be delivered electronically.
- The design and subsequent plans will be produced using AutoCAD Civil 3D version 2022 or later.

Subtask 06 – Preliminary Design (50%)

Approach

- CONSULTANT will advance to a 50% level of design based on the comments and concept design approvals by the CITY and included in the design memorandum. The anticipated plan sheet index and number of sheets is included as Exhibit A. The sheet index was created based on similar projects recently completed in the CITY, and the number of sheets is based on the anticipated project limits.

- CONSULTANT will conduct a lighting analysis to identify required street light standards and fixture types, locations, and electrical service needs. The basis of this design and the results will be summarized in an Illumination Technical Memorandum for review and concurrence by the CITY.
- CONSULTANT will prepare preliminary plans showing the 50% design including:
 - Site preparation and Temporary Erosion and Sediment Control Plans
 - Roadway plan and profile
 - Storm Sewer plan and profile
 - HAWK Signal Plan
 - Channelization (by PH Consulting LLC [PH Traffic])
 - Typical roadway sections/details
 - Anticipated surfacing and material depth requirements (Provided by CITY)
 - The 50% design will include sufficient grading information to establish the project footprint.
 - Intersection grading will be developed to confirm the project limits (footprint) and will be shared with CITY electronically in CAD format.
- CONSULTANT will prepare an initial bid list to establish anticipated items of work for measurement and payment in the Contract.
- CONSULTANT will prepare a 50% design level opinion of cost. The CONSULTANT and CITY will meet to establish the desired measurement and payment for each of the bid items that are anticipated to be included in the project. The CONSULTANT and CITY will also confirm the presentation and format of quantity tabulation supporting documentation.
- CONSULTANT will submit the 50% deliverables to the CITY. The CITY will review and return comments to the CONSULTANT within 2 weeks (10 working days) of receipt of the 50% deliverables. The CONSULTANT will incorporate the CITY's comments into the 90% deliverables.

Assumptions

- AGi32 Lighting analysis software will be used for lighting analysis.
- Water quality treatment and flow control will be accommodated by the improvements constructed with the Joint Base Lewis McChord North Access Improvements Project. A stormwater site plan is not included in the scope of services.
- Pipe sizing and materials will be specified by the CITY for incorporation into the 50% submittal.
- A single common roadway section is assumed for the corridor.
- Depending on the complexity of the comments from the CITY on the 50% submittal, a review meeting may be scheduled.
- The 50% plans will be produced at half-size (11 inches by 17 inches).
- Only key CAD existing demolished layers will be frozen on Plans.
- No walls will be required on the project.

- Driveway grading is not included in this scope of services.
- No easements or ROW is required. If required, work related to this will be handled internally by the CITY.
- CITY will lead all parcel-owner coordination, communication, and outreach.

Deliverables

- Illumination Technical Memorandum – PDF delivered electronically.
- 50% Plans – PDF delivered electronically.
- 50% Opinion of Probable Cost – MS Excel format.

Subtask 06SC – 50% Design PH Traffic**Approach**

- PH Traffic will provide channelization plans. See also the attached scope of work from PH Traffic.

Assumptions

- Plans will be developed using CONSULTANT CAD Layer standards.
- See also the attached scope of work from PH Traffic.

Deliverables

- Channelization Plans in PDF format for inclusion in the 50% plan submittal.

Subtask 07 – 90% Design**Approach**

- CONSULTANT will advance the design to a 90% level and will prepare 90% plans. The anticipated plan sheet index and number of sheets is enclosed. The 90% plans will be developed for use in CONSTRUCTION after the final review by the CITY.
- CONSULTANT will prepare a 90% design level opinion of cost. The CONSULTANT will provide DRAFT quantity tabulations to support the estimate in the format agreed to under Subtask 09.
- CONSULTANT will prepare technical specifications as necessary to supplement the 2024 WSDOT Standard Specifications (Divisions 2 through 9).
- CONSULTANT will submit the 90% deliverables to the CITY.

Assumptions

- Contract specifications will follow the 2024 WSDOT Standard Specifications for Road, Bridge, and Municipal Construction. The scope of services includes technical specifications (Divisions 2 through 9) as necessary for items that require special provisions to supplement the 2024 WSDOT Standard Specifications.
- The Contract Documents will be published by the City.
- Only key CAD existing demolished layers will be frozen on Plans.

- CITY will prepare any Maximum Extent Feasible (MEF) documentation required on the project.
- CITY will prepare any required Traffic Control Plans, Special Provisions, and Estimates.
- CITY will prepare any Public Interest Finding (PIF) documentation required on the project.

Deliverables

- 90% Plans – PDF delivered electronically.
- 90% Opinion of Probable Cost – MS Excel format.
- 90% Technical Specifications – MS Word format.

Subtask 07SC – 90% Design PH Traffic**Approach**

- PH Traffic will provide channelization and signage plans. See also the attached scope of work from PH Traffic.

Assumptions

- Plans will be developed using CONSULTANT CAD Layer standards.
- See also the attached scope of work from PH Traffic.

Deliverables

- Channelization and Signage Plans in PDF format for inclusion in the 90% plan submittal.
- Quantity estimates for bid items related to the Channelization and Signage Plans in MS Excel format.

Subtask 08 – Final Contract Documents**Approach**

- CONSULTANT will incorporate the CITY's final comments and will prepare final plans, technical specifications, and an opinion of cost for bidding.
- CONSULTANT will prepare a 100% final design level opinion of cost.

Assumptions

- The budget estimate includes addressing minor comments received from the CITY following submittal of the 90% plans, technical specifications, and estimate for consistency between the plans, technical specifications, and estimate. Any requested revisions that require revisions to the design including modifying curb locations, intersection geometry, vertical design, storm sewer alignment or profiles, changes to slopes or grades, or other changes may require additional budget to complete.

Deliverables

- 100% Final Plans –PDF format.
- 100% Final Opinion of Probable Cost – MS Excel format.
- 100% Final Technical Specifications – MS Word format.

Subtask 08SC – Final Design PH Traffic

Approach

- PH Traffic will incorporate the City's final comments and will prepare final channelization and signing plans. See also the attached scope of work from PH Traffic.

Assumptions

- Plans will be developed using CONSULTANT CAD Layer standards.
- See also the attached scope of work from PH Traffic.

Deliverables

- Channelization and Signage Plans in PDF format for inclusion in the final plan submittal.
- Quantity estimates for bid items related to the Channelization and Signage Plans in MS Excel format.

END OF SCOPE OF SERVICES

Exhibit A

Sheet Index

Lakewood - Military Sheet List

Assumptions:

Based on Veterans Drive and JBLM North Access Projects

Project is approximately 4000 ft in length

Sheet Name	Submittal		Scale	Notes
	50%	90%-Final		
Title Sheet, Vicinity Map & Sheet Index	1	1		
Legend & Symbols	1	1		
Horizontal Control Plans		2	1"=50'	Plan/Plan
Typical Roadway Sections	2	2		
Site Preparation & TESC Plans	4	4	1"=20'	Plan/Plan
Roadway Plan & Profile	8	8	1"=20'	Plan/Profile
Storm Drain Plan & Profile	9	9	1"=20'	Plan/Profile, includes an additional sheet for side street connections
Channelization & Signage Plans	4	5	1"=20'	Plan/Plan (channelization only at 50%)
Illumination Plans	4	4	1"=20'	Plan/Plan
Illumination Schedules & Details		1		
HAWK Plan	1	1	1"=10'	Plan
HAWK Details	1	1		
Grading Details		2	1"=10'	Plan/Schedule, assumes only Holden Xing will have a detail
Civil Details		4		Per North Access
Storm Details		1		Per North Access
TOTAL	35	46		

Exhibit B

DBE Participation Plan

~~In the absents of a mandatory DBE goal, a voluntary SBE goal amount of ten percent of the Consultant Agreement is established. The Consultant shall develop a SBE Participation Plan prior to commencing work. Although the goal is voluntary, the outreach efforts to provide SBE maximum practicable opportunities are not.~~

The DBE goal for this project is 21%. The following firms will be utilized to accomplish this goal:

Apex Engineering LLC - DBE, WBE
PH Consulting LLC - DBE, MBE
Statistical Research, Inc. - DBE

				Austin Fisk	Chuck Schuchman	Marc Kennerly	Ajay Nair	Michael Hines	Chad Tinsley	Brian Hines	
				Vice President (PM)	Sr. Engineer (QC)	Sr. Engineer (Design Lead)	Engineer II (Design Engineer)	Sr. Scientist	Sr. GIS	Scientist III	
Multiplier Based on 171.54% OH & 30% Fee 3.0154 Burdened Rates:				\$300.00	\$264.39	\$220.91	\$126.32	\$201.49	\$152.22	\$130.48	\$
Site	\$260,268.79		1522	70	32	486	796	38	32	20	
	\$19,522.98		72	20	32	4	4	2	0	0	
Invoices (8 total)	\$5,008.56		18	8							
(Online, 30 min max)	\$2,991.87		10	4		4	4	2			
Submittals)	\$8,460.49		32		32						
	\$3,062.06		12	8							
	\$2,343.69		12	0	0	0	0	0	0	0	
	\$781.23		4								
	\$1,562.46		8								
and SEPA	\$15,828.08		96	0	0	0	0	36	32	20	
	\$11,716.76		68					32	24	4	
	\$4,111.32		28					4	8	16	
	\$33,164.27		182	4	0	100	76	0	0	0	
Typical cross section	\$17,015.23		100	2		40	60				
	\$8,079.58		40			32	8				
Sections	\$6,312.32		32			24	8				
	\$1,483.63		4	2		4	0				
	\$273.50		2								
	\$90,193.10		540	22	0	192	326	0	0	0	
	\$9,343.88		56			24	32				
Table & Legend (2)	\$1,199.71		8			2	6				
Location & TESC Plans (4)	\$8,587.14		56			16	40				
Plan & Profile (8)	\$27,777.86		160			80	80				
Drainage Plan and Profile (9)	\$20,966.04		116	16		16	100				
Location Plan (4)	\$2,777.79		16			8	8				
Notes & Details (2)	\$8,333.36		48			24	24				
Location(s) & Details (2)	\$4,293.57		28			8	20				
	\$4,324.86		22	2		10	12				
	\$2,588.89		8	4		4	4				
	\$90,440.07		556	20	0	174	358	0	0	0	
Table (2)	\$505.26		4				4				
Table (2)	\$2,233.57		14			2	8				
Tables (2)	\$2,904.67		20			4	16				
Tables Plans (4)	\$6,566.09		40			16	24				
Table (8)	\$16,415.23		100			40	60				
Table (9)	\$16,672.47		88	16		8	80				

				Austin Fiske	Chuck Schuchman	Marc Kennerly	Ajay Nair	Michael H. Hines	Chad Tinsley	Brian Hines	
				Vice President (PM)	Sr. Engineer (QC)	Sr Engineer (Design Lead)	Engineer II (Design Engineer)	Sr. Scientist	Sr. GIS	Scientist III	
Multiplier Based on 171.54% OH & 30% Fee 3.0154 Burdened Rates:				\$300.00	\$264.39	\$220.91	\$126.32	\$201.49	\$152.22	\$130.48	\$100.00
Conceptual Plans (5)	\$2,777.79		16			8	8				
	\$10,354.40		64			24	40				
Final Plans & Details (1)	\$2,904.67		20			4	16				
	\$3,788.31		24			8	16				
	\$2,904.67		20			4	16				
	\$6,944.47		40			20	20				
	\$6,692.98		44			12	32				
	\$1,010.52		8				8				
	\$3,630.42		18	2		8	10				
	\$4,134.53		16	2		16					
	\$8,776.61		52	4	0	16	32	0	0	0	
Comments	\$6,882.46		36	4		12	24				
Files	\$1,894.15		12			4	8				
	\$260,268.79		1,510	70	32	486	796	38	32	20	
	\$260,268.79			\$21,000.00	\$8,460.49	\$107,361.39	\$100,546.82	\$7,656.58	\$4,870.96	\$2,609.53	\$3,000.00

Subconsultant Budget	
Locates)	\$3,900.00
	\$31,810.00
	\$39,000.00
	\$7,136.22
	\$81,846.22

\$77,946.22
22.07%

\$1,000.00
\$1,000.00
\$343,115.01
\$10,000.00
\$353,115.01



May 31, 2023

Parametrix, Inc.
1019 39th Ave. SE, Suite 100
Puyallup, WA 98374-2215

Subject: Acceptance FYE 2022 ICR – Cognizant Review

Dear Brent Diemer,

We have accepted your firms FYE 2022 Indirect Cost Rate (ICR) of 171.54% of Combined/Corporate (rate includes 0.28% Facilities Capital Cost of Money) based on the “Cognizant Review” from the WSDOT Audit Office. This rate will be applicable for WSDOT Agreements and Local Agency Contracts in Washington only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

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

Any other entity contracting with your firm is responsible for determining the acceptability of the ICR.

If you have any questions, feel free to contact our office at (360) 704-6397 or via email consultantrates@wsdot.wa.gov.

Regards;

Schatzie Harvey
Schatzie Harvey (Jun 1, 2023 05:57 PDT)

Jun 1, 2023

SCHATZIE HARVEY, CPA
Contract Services Manager

SH:HK

PARAMETRIX, INC.

**Statement of Direct Labor, Fringe Benefits and General Overhead
For the Fiscal Year Ended December 30, 2022**

Description	General Ledger Balance for the Fiscal Year Ended December 30, 2022	Unallowable Expenses	Ref.	Proposed Amount	Percent
Direct Labor	\$ 39,365,630	\$ -		\$ 39,365,630	100.00%
Fringe Benefits:					
Vacation, sick leave, holidays	9,170,364			9,170,364	23.30%
Payroll taxes	5,563,770	(37,702)	E	5,526,068	14.04%
Medical insurance	5,497,553			5,497,553	13.97%
ESOP retirement plan	7,500,000			7,500,000	19.05%
Total Fringe Benefits	27,731,687	(37,702)		27,693,985	70.35%
General Overhead:					
Administrative salaries	12,666,460	(141,287)	A	12,525,173	31.82%
Training salaries	1,090,894			1,090,894	2.77%
Bonuses/miscellaneous salaries	7,734,512	(1,721,935)	B	6,012,577	15.27%
Direct selling salaries	1,305,900			1,305,900	3.32%
Bid and proposal salaries	3,713,172			3,713,172	9.43%
Advertising expense	206,563	(206,563)	C		0.00%
Direct selling expenses	102,578	(45,444)	D	57,134	0.15%
Excise taxes	2,055,009			2,055,009	5.22%
Insurance	951,290			951,290	2.42%
Office rent	3,881,768			3,881,768	9.86%
Office expenses and supplies	180,825	(88,569)	F	92,256	0.23%
Staff appreciation/awards	325,829	(312,170)	G	13,659	0.03%
Printing, copier/printer supplies	41,078			41,078	0.10%
Telephone	153,177			153,177	0.39%
Depreciation (including gain/loss on disposal)	1,680,409			1,680,409	4.27%
Amortization	16,667	(16,667)	H		0.00%
Business meals	7,075	(7,075)	I		0.00%
Auto expense	311,555	(17,753)	J	293,802	0.75%
Billed in-house autos	(228,870)			(228,870)	-0.58%
Office travel	603,964	(160,897)	K	443,067	1.13%
Subscriptions, library material	106,071			106,071	0.27%
Dues	174,062	(24,225)	L	149,837	0.38%
Donations	57,011	(57,011)	M		0.00%
Professional licenses	39,233			39,233	0.10%
Postage, couriers, freight	39,297			39,297	0.10%
Training/education	389,260	(12,401)	N	376,859	0.96%
Field equipment/supplies	17,112			17,112	0.04%
Survey equipment/supplies	137,464			137,464	0.35%
Health and safety equipment/supplies	24,646			24,646	0.06%
Billed in-house equipment	(404,069)			(404,069)	-1.03%
Office furniture	8,608			8,608	0.02%
Office equipment	192,295	(41)	O	192,254	0.49%
Computer supplies, circuits	589,758			589,758	1.50%
Software/maintenance	2,832,226			2,832,226	7.19%
Recruiting costs	68,955			68,955	0.18%
Payroll, legal and audit	279,492	(51,113)	P	228,379	0.58%
Temporary Labor	55,541			55,541	0.14%
Consulting services	1,103,882	(114,000)	Q	989,882	2.51%
Bad debts	118,300	(118,300)	R		0.00%
Office moving/remodeling	18,779			18,779	0.05%
Personal property taxes	42,800			42,800	0.11%
Utilities/building maintenance	109,426			109,426	0.28%
Finance, bank charges	31,828	(11,308)	S	20,520	0.05%
Total General Overhead	42,831,832	(3,106,759)		39,725,073	100.91%
Total Indirect Costs	\$ 70,563,519	\$ (3,144,461)		\$ 67,419,058	171.26%
Percentage of Direct Labor (Less FCC)	179.25%			171.26%	
Facilities cost of capital (FCC)		110,070	T	110,070	0.28%
				\$ 67,529,128	
Percentage of Direct Labor (Includes FCC)				171.54%	

See accompanying notes.

Exhibit C

Preparation and Delivery of Electronic Engineering and Other Data

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

I. Surveying, Roadway Design & Plans Preparation Section

A. Survey Data

Hard copy field books, all raw data, collection files, and text point files (comma delineated), AutoCAD, and Civil 3D

B. Roadway Design Files

AutoCAD and Civil 3D

C. Computer Aided Drafting Files

AutoCAD and Civil 3D

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

The Agency retains ownership of all electronic files created.

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

AutoCAD, Civil 3D drawings, and signed and sealed PDFs

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

Record drawings, GIS information, aerial and LiDAR

II. Any Other Electronic Files to Be Provided

As deemed necessary by agreement of the Agency and Consultant.

III. Methods to Electronically Exchange Data

FTP site, email, and USB drive

A. Agency Software Suite

AutoCAD and Civil 3D

B. Electronic Messaging System

Email

C. File Transfers Format

Standard formats for software noted above.

Exhibit D

Prime Consultant Cost Computations

See attached Budget Estimate.

Exhibit E

Sub-consultant Cost Computations

~~If no sub-consultant participation listed at this time. The CONSULTANT shall not sub-contract for the performance of any work under this AGREEMENT without prior written permission of the AGENCY. Refer to section VI "Sub Contracting" of this AGREEMENT.~~

The following sub-consultants shall be utilized on this project. Proposals are on the following pages.

Apex Engineering LLC
Applied Professional Services, Inc.
PH Consulting LLC
Statistical Research, Inc.



January 8, 2024

Justin Emery
Parametrix

Reference: Proposal for Professional Services
 Military Improvements Survey
 File #: 37114

Dear Justin:

Thank you for the opportunity to provide our scope of services and cost estimate to perform professional services associated with the referenced project. We feel that our successful, long-term land development history throughout the Puget Sound allows us to provide you exceptional guidance and expertise, while remaining competitive and efficient. Our enclosed Contract Documents identify the tasks to be completed by Apex Engineering in working with you to achieve your project goals. We will perform a full Topographic Survey of the Military Right of Way, including right-of-way boundary survey to be used to develop the Right of Way plans for the improvements.

Our General Conditions require payment within 30 days of invoice receipt. If this will not meet your payment schedule, we will set up options that work within the City's framework.

If you have any questions regarding this proposal or our Contract Documents, please call me at (253) 473 - 4494, Ext. 1198.

Thank you for selecting Apex for this project. Our team looks forward to working with you.

Sincerely,

A handwritten signature in blue ink that reads "Timothy J. McDaniel".

Timothy J. McDaniel, PLS, CFedS
Survey Manager

Enclosures: Scope of Services



EXHIBIT A

SCOPE OF SERVICES

PROJECT INFORMATION

Date: January 8, 2024

Project Name: Military Road SW Widening Project
Topographic Base Map Survey & Right of Way Boundaries

File/Task Number: 37114

Location: Military Road SW (Edgewood to 112th), Lakewood, WA.

PROJECT DESCRIPTION / ASSUMPTIONS

Our understanding of pertinent facts and actions to date on the project include:

- Apex will locate any monuments or survey control points necessary to tie the topographic survey work into the Horizontal and Vertical Datum specified for the City of Lakewood.
- The intent and focus of the survey is a topographic survey for design of the new improvements within the Military Road Right of Way from the intersection of Edgewood Avenue on the east to the intersection with 112th Street SW on the west.
- Apex will serve as a subconsultant for Parametrix and primary contact for the topographic survey and utility locates, but it is assumed that Parametric will take the lead for notification of adjoining property owners.

PROJECT TASKS

Task 1 – Topographic Survey for Engineering Design

1. Research record information for completion of boundary calculations and for existing control.
2. Perform random field traverse survey locating existing monumentation, cadastral survey corners, property corners, or survey monumentation as recoverable through a diligent search to tie topographic survey to the existing monumentation of the Right of Way.
3. The field control portion of this budget will also be used to tie the survey control to the NAD 83/11 (State Plane, WA South Zone) Horizontal Datum and NAVD 88 Vertical Datum. Locating necessary monuments and benchmarks to be utilized for the topographic survey.
4. Perform a full topographic survey of the above-referenced Military Road SW. The survey limits are shown on attached Survey Limits map, Survey to include the entire Military Road SW Right of Way as well as 50' of intersecting streets. Perform a full Topographic survey of all visible surface features and utilities within the limits in accordance with American Society of Civil Engineers (ASCE) Standard 38-02, Quality Level-B (QL-B).
 - a. At a minimum, the topographic survey will identify the following (items are in accordance with the Parametrix supplied Scope of Work):
 - i. Locations of observable surface features within the



survey limits, (i.e., utilities, retaining walls, rockeries, access areas, curbing, sidewalks, parking areas, paved drives, concrete pads, sidewalks and driveways, pedestrian paths, fences, striping, buildings, hedges, trees, etc.) at the time of the survey.

- ii. Location of all utility paint line marking done by others.
 - iii. Take survey shots along cross section lines at every 25' station left and right along construction centerline and stationing established and provided by the city. Also take regular shots for optimal creation of existing ground surface model. At a minimum, at least every 25', the following surface features shall be surveyed and mapped in the topographic survey.
 - a. Curbs, Curb and gutters including flow line, front and back of curb tops
 - b. Sidewalks, type specified, hatch if concrete.
 - c. Pavement, type specified, hatch if concrete.
 - d. Roadway pavement crown line.
 - e. Driveways, type specified, hatch if concrete.
 - f. Gravel areas.
 - g. Retaining walls including top and toe, type specified.
 - h. Storm drainage structures surveyed and measured (including type of structure, invert elevation and direction, and rim elevation) Pipes, types and sizes.
 - i. Ditches and edges of water courses, top and bottom lines and any culvert type, size and invert elevation.
 - j. Sanitary sewer structures (including type of structure, invert elevation and direction, and rim elevation) Pipes, types and sizes.
 - k. Water utilities (valves, hydrants, blowoffs, etc.).
 - l. Visible irrigation boxes but not sprinkler heads.
 - m. Power structures, poles, guys, and lines (for aerial lines, show horizontal location for all lines on pole).
 - n. Natural gas valves, lines, and blowoffs.
 - o. Telephone lines and structures.
 - p. Cable lines and structures.
 - q. Traffic signal and street lighting poles, conduit, and junction boxes.
 - r. Signage, development or community signs.
 - s. Plastic and painted Channelization, pavement markings, arrows and letters, crosswalks (striping including parking lot areas).
 - t. Visible existing survey markers
 - u. Vegetation (list trunk diameter and type for trees if 6" or greater).
 - v. Fences and railings.
 - w. Mailboxes.
 - x. Bollards.
 - y. Grade break lines, top and toe of slope lines.
 - z. Identify and define edges of landscaped or areas of lawn and tended planted areas in or out of R/W, if accessible.
5. Storm and sanitary sewer locates within the Survey limits will identify the following on each storm and sewer structure:
- a. Structure type and size, rim and bottom of structure elevations.
 - b. Invert elevations, size and type of pipes.
 - c. Ladder.

- d. location, oil/water separator details.
- 6. Coordinate and analyze record locations of utilities as available and necessary for design which may not be accessible at the time of the field survey.
- 7. Apex will locate all underground utility paint line information and locations within the survey limits. The painting of these lines by a Utility Marking company and will be provided by a sub-consultant. See task 2 below
- 8. Reduce field notes, plot elevation data obtained from said field survey and prepare drawings for design use at a convenient scale showing all data obtained, along with 1-foot contours. Spot elevations will be shown where deemed necessary. All storm & sewer as-built information to be incorporated on drawings.
- 9. Topographic Survey Base Map to include all calculated right of way lines and centerlines as well as adjoining parcel lines for each property abutting the Military Road SW right of way.
- 10. Provide information and data to Engineering staff for analysis and comment. Note: Once the information has been analyzed by the engineering staff, additional work and costs may be necessary for supplemental topography areas or further drainage calculations.
- 11. Drawings will be supplied in AutoCAD Civil 3D 2018 format. Hard copy plots and PDF's of the survey sheets shall be provided.

The fee for Task 1 – Topographic Survey for Engineering Design is \$31,810.

Any planning, engineering, or surveying services not specifically identified in this Contract Document are excluded from this Scope of Services.

Project Name	Military Road		
Project #:	37114	Phase Group #:	00

Location: Lakewood

Task #:	00
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Prepared By: T. McDaniel
Date: 10-Jan-24

		Labor Hours by Classification											
Staff Type # (See Labor Rates Table)		10	11	12	20	21	31	61	70	63	68	71	
Staff Type Hourly Rate				\$117		\$117	\$83	\$72	\$89	\$73	\$129	\$68	
Drawing/Task Title	Labor Code	Principal Engineer	Principal Planner	Principal Surveyor	Professional Engineer	Professional Surveyor	Project Manager	Survey Technician	Survey Field Coordinator	Survey Crew Chief	2-Man Survey Crew	Administrative	Hour Total
Horizontal and Vertical Control Topography Dips Research Right of Way Calc Adjoiner Prop Lines Topo Processing				2					3		24		29.0
									12		96		108.0
								16	3		24		43.0
													0.0
				2				16					18.0
				6				24					30.0
								24					24.0
				6				56					62.0
													0.0
													0.0
													0.0
													0.0
													0.0
													0.0
Site Labor Total (Alternates NOT Incl)													
													0.0
													0.0
													0.0
Hours Total with Building (Alternates NOT Incl)		0.0	0.0	16.0	0.0	0.0	0.0	136.0	18.0	0.0	144.0	0.0	314.0
Labor Total with Building (Alternates NOT Incl)		\$0	\$0	\$1,868	\$0	\$0	\$0	\$9,739	\$1,597	\$0	\$18,605	\$0	

Expenses		Reimbursable	
	rate/unit	Quantity	Cost
Wide Format Plotting Sets			
Title Company and Research			
Mileage/Travel/Per Diem			
Miscellaneous Fees			
Monuments, Hubs and Lath			
Total			\$0

Subconsultants	
Subconsultant Subtotal	\$0
Markup	11%
Total	\$0

Billed Labor Total	\$31,809
Reimbursable Expenses	\$0
Subconsultants	\$0
Total Project Budget	\$31,809

Rate Table Used: ICR Rates

\$31,810 rounded



**Washington State
Department of Transportation**

Development Division
Contract Services Office
PO Box 47408
Olympia, WA 98504-7408
7345 Linderson Way SW
Tumwater, WA 98501-6504

TTY: 1-800-833-6388
www.wsdot.wa.gov

January 2, 2024

Apex Engineering, LLC
2601 S 35th ST Ste 200
Seattle, WA 98107

Subject: Acceptance FYE 2022 ICR – Risk Assessment Review

Dear Lyn Skinner:

Based on Washington State Department of Transportation's (WSDOT) Risk Assessment review of your Indirect Cost Rate (ICR), we have accepted your proposed FYE 2022 ICR of 125.67% of direct labor. This rate will be applicable for WSDOT Agreements and Local Agency Contracts in Washington only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

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

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

If you have any questions, feel free to contact our office at **(360) 704-6397** or via email consultantrates@wsdot.wa.gov.

Regards,

Schatzie Harvey

Schatzie Harvey (Jan 4, 2024 06:45 PST)

SCHATZIE HARVEY, CPA
Contract Services Manager

SH:HK

Firm Name:		Apex Engineering, LLC				
Employee Name	Job Classification	Direct Rate	2022 ICR		30% Fee	Total Rate
Last name, First name	Classification	Rate				
Ameil, John	Construction Project Manage	48.00	125.67%	60.32	\$ 14.40	\$ 74.72
Brown, Emerson	Survey Crew Chainman	24.00	125.67%	30.16	\$ 7.20	\$ 37.36
Dempsey, Dorian	Survey Crew Chainman	30.00	125.67%	37.70	\$ 9.00	\$ 46.70
Green, Nathaniel	Survey Technician	43.00	125.67%	54.04	\$ 12.90	\$ 66.94
Harrington, Alexander	Survey Crew Chainman	36.00	125.67%	45.24	\$ 10.80	\$ 56.04
Helton, Mike	Survey Crew Party Chief	40.00	125.67%	50.27	\$ 12.00	\$ 62.27
Mayo, Bonnie	Survey Technician	46.00	125.67%	57.81	\$ 13.80	\$ 71.61
Jacques, Austin	Survey Crew Chainman	30.00	125.67%	37.70	\$ 9.00	\$ 46.70
Jones, Pamela	Survey Project Manager	52.00	125.67%	65.35	\$ 15.60	\$ 80.95
Judge, Robert	Field Coordinator	57.00	125.67%	71.63	\$ 17.10	\$ 88.73
McDaniel, Timothy	Sr Project Manager	75.00	125.67%	94.25	\$ 22.50	\$ 116.75
McKenzie, Britt	Survey Technician	42.00	125.67%	52.78	\$ 12.60	\$ 65.38
Morris, Erica	Survey Crew Party Chief	42.00	125.67%	52.78	\$ 12.60	\$ 65.38
Morris, Ethan	Survey Crew Chainman	29.00	125.67%	36.44	\$ 8.70	\$ 45.14
Painter, Brandon	Survey Crew Chainman	31.00	125.67%	38.96	\$ 9.30	\$ 48.26
Parcher, Kurt	Project Manager	53.00	125.67%	66.61	\$ 15.90	\$ 82.51
Riley, Doug	Survey Crew Party Chief	47.00	125.67%	59.06	\$ 14.10	\$ 73.16
Saunders, Staci	Project Expeditor	44.00	125.67%	55.29	\$ 13.20	\$ 68.49
Ward, Thomas	Survey Crew Party Chief	34.00	125.67%	42.73	\$ 10.20	\$ 52.93
Williamson, Ryan	Survey Crew Party Chief	38.00	125.67%	47.75	\$ 11.40	\$ 59.15

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From: Tim McDaniel <mcdaniel@apexengineering.net>
Sent: Wednesday, January 10, 2024 5:08 PM
To: Christy Pope
Cc: Austin Fisher
Subject: RE: Parametrix & Military Road Project
Attachments: Apex-ANTE table.pdf; 37114-Budget SPreadsheet-ICR.pdf

No you had the right ones, a few of the job classifications were wrong. Also the budget spreadsheet rounds to the nearest dollar for display but it is using the ANTE rate.

Principal Surveyor – Tim McDaniel \$116.75
Survey Technician – Bonnie Mayo \$71.61
Survey Field Coordinator-Robert Judge \$88.73
2-Man Survey Crew – Doug Riley \$73.16 + Alex Harrington \$56.04 = \$129.20

These are our senior level staff who we would be dedicating to this project.

Timothy McDaniel, PLS, CFedS
Principal – Director of Surveying



2601 S. 35th St. Ste. 200 | Tacoma, WA 98409 | O 253.473.4494 x1198 | F 253.473.0599
mcdaniel@apexengineering.net
www.apexengineering.net

Apex Engineering has retained a copy of this work. In forwarding this data we are authorizing its subsequent use by you. We are not authorizing any changes to any portion of the work. Any modifications made to the data without our consent will result in an immediate invalidation of the work and assumption of full liability by you. If you discover any required changes, please contact the project manager at 253-473-4494. We will then oversee any and all revisions.



Applied Professional Services, Inc.

43530 SE North Bend Way
North Bend, WA 98045

“Solutions that exceed expectations”

Date	Project Address/Job Number:	Services Performed For:
1/12/2024	Military Rd SW, Lakewood, WA	Parametrix
		Justin Emery
	Request for RM Locates in Lakewood	jemery@parametrix.com (253)501-5221

Scope of Work

- A. APS, Inc. will employ all industry and best practices to designate and mark the known conductible and/or non-conductible utilities within the project boundaries.
- B. APS, Inc. will sweep the area, after the known utilities have been marked, to attempt to identify any unknown or abandoned utilities.
- C. The project boundaries are defined by civil drawings or maps provided by the Client.

Cost Estimate

LABOR DESCRIPTION	HOURS	RATE	AMOUNT
Conductible RM Locates	30	\$130.00	\$3,900.00
		Total	\$3,900.00

Invoicing

Net 30 days on all billing unless specified otherwise under a separate contract or negotiation.

Disclaimer

APS, Inc, and or its employees cannot guarantee that all conductible and/or non-conductible utilities within the project boundaries can or will be found.

Project Estimate

NOT TO EXCEED WITHOUT WRITTEN CLIENT APPROVAL:

This hourly / not to exceed project estimate is based on the estimated number of hours it will take to perform the Scope of Work. If the project requires additional time or costs to complete the Scope of work, then written approval to exceed the original cost estimate is required.

Parametrix

By _____

Name _____

Title _____

SCOPE OF WORK

City of Lakewood Military Road Widening Project Edgewood to Farwest/112th

INTRODUCTION

The City of Lakewood (CITY) has secured design funding and has submitted for a Transportation Improvement Board (TIB) grant for the construction of road widening to add bike lanes and sidewalks to Military Road from Edgewood to 112th Street. The improvements will include:

- Curb, gutter, and sidewalk (both sides).
- Bicycle lanes (both sides).
- Pedestrian enhanced crossing at Holden Road.
- Associated storm drainage (both sides).
- New Hot Mix Asphalt pavement.
- Street Lighting.

PH Consulting (PHC) will provide professional engineering services as subconsultant to Parametrix (PMX). PH Consulting's general scope of work includes detailed design of channelization and signing improvement plans. The following sections detail the scope of work to be provided by PHC.

General Project Assumptions

- Project duration is approximately 11 months.
- PMX will provide a topographic survey base map for the project area.
- PMX will prepare all project specifications and special provisions.
- PMX will prepare project cost estimates.
- Final Plans, Specifications, and Estimate (PS&E) will be completed for advertisement by December 2024.
- The project will be delivered in accordance with City of Lakewood design standards, Manual on Uniform Traffic Control Devices (MUTCD), and WSDOT Design Manual.
- No major changes in direction or design requirements will occur after the 90% submittal with any comments limited to minor corrections and coordination.
- All project drawings will be done in current AutoCAD version.
- PMX will compile the submittal and complete coordination with City and/or other agencies.
- Full size PDF's for plan set deliverables.
- Level of effort includes time to address city comments after each design submittal, internal team meetings, project coordination meetings, comment review meetings with City, and performance of QA/QC prior to each submittal.

TASK 08 – PRELIMINARY DESIGN (50%)

Channelization Design Plans

PHC will provide project channelization improvement design plans for the project corridor. PHC will provide quantity takeoff to PMX.

Deliverables

- Channelization Design Plans (4 sheets 1"=20' plan/plan)
- Quantity Takeoff (excel)

Assumptions

- PMX will provide a preliminary layout concept.

TASK 09 – FINAL DESIGN (90%)

Channelization & Signage Design Plans

PHC will revise channelization plans to incorporate team comments and add signing improvement design and relevant details to plans. PH will provide updated quantity takeoff to PMX.

Deliverables

- Channelization & Signing Design Plans (5 sheets 1"=20' plan/plan)
- Quantity Takeoff (excel)

Assumptions

TASK 10 – FINAL CONTRACT DOCUMENTS

Channelization & Signage Design Plans

PHC will revise channelization and signage plans to incorporate final team comments. PH will provide updated quantity takeoff to PMX.

Deliverables

- Channelization & Signing Design Plans (5 sheets 1"=20' plan/plan)
- PHC will revise channelization plans to incorporate team comments and add signing improvement design and relevant details to plans. PH will provide updated quantity takeoff to PMX.

Assumptions

- No major design or direction changes after 90%.

BIDDING SUPPORT & CONSTRUCTION ENGINEERING SERVICES (NOT IN CONTRACT)

PH Consulting Staff Category	Hours	Rate	Cost
Principal	25	\$ 100.00	\$ 2,500.00
Senior Project Manager	0	\$ 90.00	\$ -
Senior Traffic Engineer	58	\$ 75.00	\$ 4,350.00
Project Engineer	122	\$ 60.00	\$ 7,320.00
CAD Designer III	18	\$ 50.00	\$ 900.00
Engineering Design Technician	0	\$ 35.00	\$ -
Office Administrator	12	\$ 40.00	\$ 480.00
Total Hours	235		\$ 15,550.00

Direct Labor Cost	\$ 15,550.00
Overhead Rate @ 120.25% of Direct Labor	\$ 18,698.88
Fee @30% of Direct Labor	\$ 4,665.00

Direct Salary Cost	\$ 38,913.88
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Direct Expenses	Unit	Cost	Total
Traffic Counts		\$ -	\$ -
Reproduction Costs			
Full Sized Copies (Bond)	1	\$ -	\$ -
Reprographics	1	\$ -	\$ -
Travel (Airfare, Hotel)	1	\$ -	\$ -
Other Expenses (Blueline)	1	\$ -	\$ -
2023 Mileage Rates	1	\$0.655/Mi	\$ 86.12

Sub-Total Direct Expenses	\$ 86.12
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Subconsultants

\$ -
\$ -
\$ -

Sub-Total Subconsultants	\$ -
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Sub-Total Project Fee Estimate	\$ 39,000.00
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Total Fee	\$ 39,000.00
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**Military Rd Widening Project
Task Hour Breakdown**

Task No.	Task Description	Principal	Senior Traffic Engineer	Project Engineer	CAD Designer III	Office Administrator	Total
	Direct Rate	\$ 100.00	\$ 75.00	\$ 60.00	\$ 50.00	\$ 40.00	
	Hourly Rate	\$ 250.25	\$ 187.69	\$ 150.15	\$ 125.13	\$ 100.10	
8.0	PRELIMINARY DESIGN (50%)						
	Project Coordination & Meetings	4	8	8		6	26
	Site Visit	6	6				12
	Draft Tech Design Memo	2	8	4			14
	Channelization Plans (4 Sheets)	4	12	48	4		68
	Quantities Takeoff		2	4			6
							0
	Task 8.0 Total Hours	16	36	64	4	6	126
	Subtotal Task 8.0	\$ 4,004.00	\$ 6,756.75	\$ 9,609.60	\$ 500.50	\$ 600.60	\$ 21,471.45
9.0	90% DESIGN						
	Project Coordination & Meetings	2	4	4	2	4	16
	Final Tech Design Memo	1	4	2			7
	Channelization & Signage Plans (5 Sheets)	2	8	40	8		58
	Quantities Takeoff			2			2
	Task 9.0 Total Hours	5	16	48	10	4	83
	Subtotal Task 9.0	\$ 1,251.25	\$ 3,003.00	\$ 7,207.20	\$ 1,251.25	\$ 400.40	\$ 13,113.10
10.0	FINAL CONTRACT DOCUMENTS						
	Project Coordination & Meetings	2	2	2		2	8
	Channelization & Signage Plans (5 Sheets)	2	4	8	4		18
							0
	Task 10.0 Total Hours	4	6	10	4	2	26
	Subtotal Task 10.0	\$ 1,001.00	\$ 1,126.13	\$ 1,501.50	\$ 500.50	\$ 200.20	\$ 4,329.33
	PH TOTAL HOURS	25	58	122	18	12	235
	TOTAL ALL TASKS	\$ 6,256.25	\$ 10,885.88	\$ 18,318.30	\$ 2,252.25	\$ 1,201.20	\$ 38,913.88

PH Consulting LLC
Summary of Direct Labor Costs
Effective January 1, 2024-December 31, 2024

Job Classifications	Maximum Direct Labor Rate	Indirect Cost Rate 120.25%	Fixed Fee 30%	Maximum Billing Rate
Principal	\$ 110.00	\$ 132.28	\$ 33.00	\$ 275.28
Sr Project Manager	\$ 105.00	\$ 126.26	\$ 31.50	\$ 262.76
Project Manager	\$ 95.00	\$ 114.24	\$ 28.50	\$ 237.74
Senior Traffic Engineer	\$ 85.00	\$ 102.21	\$ 25.50	\$ 212.71
Project Engineer	\$ 75.00	\$ 90.19	\$ 22.50	\$ 187.69
Associate Engineer	\$ 65.00	\$ 78.16	\$ 19.50	\$ 162.66
Engineering Design Technician	\$ 55.00	\$ 66.14	\$ 16.50	\$ 137.64
Engineering Intern	\$ 40.00	\$ 48.10	\$ 12.00	\$ 100.10
CAD Manager	\$ 65.00	\$ 78.16	\$ 19.50	\$ 162.66
CAD Designer III	\$ 60.00	\$ 72.15	\$ 18.00	\$ 150.15
CAD Designer II	\$ 50.00	\$ 60.13	\$ 15.00	\$ 125.13
CAD Designer I	\$ 45.00	\$ 54.11	\$ 13.50	\$ 112.61
Office Administrator	\$ 50.00	\$ 60.13	\$ 15.00	\$ 125.13
Office Assistant	\$ 40.00	\$ 48.10	\$ 12.00	\$ 100.10

Direct non-salary costs will be billed at actual costs.
Direct Mileage will be billed at current approved IRS mileage rate.



**Washington State
Department of Transportation**

Development Division
Contract Services Office
PO Box 47408
Olympia, WA 98504-7408
7345 Linderson Way SW
Tumwater, WA 98501-6504

TTY: 1-800-833-6388
www.wsdot.wa.gov

December 21, 2023

PH Consulting, LLC
913 MLK Jr. Way, Suite A
Tacoma, WA 98405

Subject: Acceptance FYE 2022 ICR – Risk Assessment Review

Dear Rose Tinti:

Based on Washington State Department of Transportation's (WSDOT) Risk Assessment review of your Indirect Cost Rate (ICR), we have accepted your proposed FYE 2022 ICR of 120.25% of direct labor. This rate will be applicable for WSDOT Agreements and Local Agency Contracts in Washington only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

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

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

If you have any questions, feel free to contact our office at **(360) 704-6397** or via email consultantrates@wsdot.wa.gov.

Regards,

Schatzie Harvey

Schatzie Harvey (Dec 26, 2023 06:20 PST)

SCHATZIE HARVEY, CPA
Contract Services Manager

SH:HK



STATISTICAL RESEARCH, Inc.

ARCHAEOLOGY • ANTHROPOLOGY • HISTORY • HISTORIC ARCHITECTURE • PALEONTOLOGY

October 19, 2023

Austin Fisher, PE
Vice President
Parametrix, Inc.
1019 39th Ave SE
Suite 100
Puyallup, WA 98374

Subject: Military Road Improvement Project Cultural Resources Scope of Services

Dear Mr. Fisher:

Statistical Research, Inc. (SRI), is pleased to submit our cost proposal to complete a cultural resources records search and technical letter report in support of the Military Road Improvement Project located in the City of Lakewood, Washington.

Cultural Resources Records Search

SRI will complete a cultural resource records search and archaeological assessment of the project area. This will be a desktop-based assessment (no fieldwork) and will include a review of the Department of Archaeology and Historic Preservation's (DAHP's) online database, the Washington Information System for Architectural & Archaeological Records Data (WISAARD) for the vicinity of the project area and related predictive model for archaeological resources. SRI will also review previous cultural resource reports completed in the vicinity of the project. Other information sources, such as aerial photographs, geological reports, historical photographs and maps, city tax and assessment data, and client-provided data sets (i.e., any geophysical drilling reports) may also be consulted.

Cumulatively, these data sets will inform an archaeological assessment of the project area that will define the potential for the discovery of buried cultural deposits and or historical period features (sites, buildings, structures). The records search will confirm the presence or absence of archaeological sites or isolates, cemeteries, and properties listed in the NRHP and HPIs, as well as previous projects located within 1 mile of the project area.

Draft and Final Technical Letter Report

SRI will provide a technical report in letter format that details the environmental and cultural resources background for the project area vicinity, incorporates the results of the records search and literature review, and provides management recommendations and conclusions. Although not currently anticipated and entirely dependent on the results of the records search, SRI and/or DAHP may recommend that a professional archaeologist monitor ground-disturbing activities during project construction.

SRI will provide an electronic copy of the draft report to Parametrix for review. SRI will incorporate any necessary revisions into a final report and upload the report to WISAARD.

WASHINGTON

Lacey
1110 Golf Club Rd. SE
Suite 102
Lacey, WA
98503
(360) 918-8621
(360) 915-6531 (fax)

ARIZONA

Phoenix
P.O. Box 27748
Tempe, AZ
85285-7748
(480) 774-1920

Tucson
3170 E. Fort Lowell Rd.
Tucson, AZ
85716-1615
(520) 721-4309

CALIFORNIA

Redlands
21 W. Stuart Ave.
P.O. Box 390
Redlands, CA
92373-0123
(909) 335-1896
(909) 335-0808 (fax)

San Diego
121 Broadway
Suite 554
San Diego, CA
92101
(619) 299-9766
(619) 299-9774 (fax)

Woodland
P.O. Box 1011
Woodland, CA
95776
(530) 908-9395

NEW MEXICO

Albuquerque
4425 Juan Tabo Blvd. NE
Suite 112
Albuquerque, NM
87111-2681
(505) 323-8300
(505) 323-8314 (fax)
(505) 331-2491 (cell)

www.sricrm.com

Cost Estimate and Assumptions

SRI can complete the cultural resources work outlined above at a fixed cost of **\$7,136.22**. We have attached a cost estimate to this letter for your review. We have used our Washington State Department of Transportation-approved rates and labor classifications in compiling our price. Our estimate assumes the following:

- The project area is entirely within the City of Lakewood Right of Way for Military Road and no ROW takings will be required for parcels adjacent to the ROW.
- No fieldwork will be involved.
- No significance evaluations of any identified historical period or precontact archaeological sites is included.

We appreciate the opportunity to support Parametrix on this project. Please feel free to contact us with any questions or comments regarding the proposed scope and fee.

Sincerely,



Burr Neely
Regional Director, PNW
Statistical Research, Inc. (SRI)
(907) 978-9684
bneely@sricrm.com

attachments:

SRI Cost Estimate

Statistical Research, Inc.

10/19/2023

Military Road Improvement Project, City of Lakewood, Pierce County, WA for Parametrix

This cost estimate is confidential and cannot be distributed without the written consent of Statistical Research, Inc. or one of its officers.

	Hourly Rates	Project Management		Prefield Mobilization		Total Hours	Total Amount
		Hours	Amount	Hours	Amount		
Direct Labor							
DIRECTOR	\$ 193.30	1.00	\$ 193.30	1.00	\$ 193.30	2.00	\$ 386.60
DEPUTY	\$ 123.44	1.00	\$ 123.44	2.00	\$ 246.88	3.00	\$ 370.32
ENVIRONMENTAL PLANNER 5	\$ 103.50	24.00	\$ 2,484.00	12.00	\$ 1,242.00	36.00	\$ 3,726.00
DRAFTING TECHNICIAN 3	\$ 101.76	12.00	\$ 1,221.12	8.00	\$ 814.08	20.00	\$ 2,035.20
COMMUNICATIONS CONSULTANT 5	\$ 104.30		\$ -	1.00	\$ 104.30	1.00	\$ 104.30
COMMUNICATIONS CONSULTANT 3	\$ 74.73		\$ -	4.00	\$ 298.92	4.00	\$ 298.92
SENIOR GRAPHIC DESIGNER	\$ 67.52		\$ -	1.00	\$ 67.52	1.00	\$ 67.52
COMMUNICATIONS CONSULTANT 3	\$ 74.73		\$ -	1.00	\$ 74.73	1.00	\$ 74.73
ADMINISTRATIVE ASSISTANT 3	\$ 72.63		\$ -	1.00	\$ 72.63	1.00	\$ 72.63
Total Labor		38.00	\$ 4,021.86	31.00	\$ 3,114.36	69.00	\$ 7,136.22
Total Amount			\$ 4,021.86		\$ 3,114.36		\$ 7,136.22



**Washington State
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Development Division
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PO Box 47408
Olympia, WA 98504-7408
7345 Linderson Way SW
Tumwater, WA 98501-6504

TTY: 1-800-833-6388
www.wsdot.wa.gov

June 20, 2023

Statistical Research, Inc
P.O. Box 390
Redlands, CA 92373

Subject: Acceptance FYE 2022 ICR – CPA Report

Dear Rick Li:

We have accepted your firms FYE 2022 Indirect Cost Rate (ICR) of 128.39% of direct labor (rate includes 0.25% Facilities Capital Cost of Money) based on the “Independent CPA Report,” prepared by Keegan Linscott & Associates, PC. This rate will be applicable for WSDOT Agreements and Local Agency Contracts in Washington only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

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

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

If you have any questions, feel free to contact our office at **(360) 704-6397** or via email consultantrates@wsdot.wa.gov.

Regards;

Schatzie Harvey

[Schatzie Harvey \(Jun 20, 2023 13:47 PDT\)](#)

SCHATZIE HARVEY, CPA
Contract Services Manager

SH:BJO

Statistical Research, Inc.

These fully burdened rates are confidential and cannot be distributed without the written consent of Statistical Research, Inc. or one of its officers.

Job Classifications	Direct Labor Hourly Billing Rate	ICR	Fixed Fee	All Inclusive Hourly Billing Rate
		128.39%	31.00%	
ADMINISTRATIVE ASSISTANT 3	\$28.00	\$35.95	\$8.68	\$72.63
ADMINISTRATIVE ASSISTANT 5	\$43.27	\$55.55	\$13.41	\$112.24
COMMUNICATIONS CONSULTANT 3	\$28.81	\$36.99	\$8.93	\$74.73
COMMUNICATIONS CONSULTANT 5	\$40.21	\$51.63	\$12.47	\$104.30
CONTRACTS SPECIALIST 3	\$52.88	\$67.89	\$16.39	\$137.17
DEPUTY	\$47.59	\$61.10	\$14.75	\$123.44
DIRECTOR	\$74.52	\$95.68	\$23.10	\$193.30
DRAFTING TECHNICIAN 2	\$27.03	\$34.70	\$8.38	\$70.11
DRAFTING TECHNICIAN 3	\$39.23	\$50.37	\$12.16	\$101.76
ENVIRONMENTAL PLANNER 2	\$35.00	\$44.94	\$10.85	\$90.79
ENVIRONMENTAL PLANNER 5	\$39.90	\$51.23	\$12.37	\$103.50
IT SPECIALIST 3	\$35.52	\$45.60	\$11.01	\$92.14
SENIOR GRAPHIC DESIGNER	\$26.03	\$33.42	\$8.07	\$67.52
TRANSPORTATION TECHNICIAN 1	\$20.00	\$25.68	\$6.20	\$51.88
TRANSPORTATION TECHNICIAN 3	\$23.79	\$30.54	\$7.37	\$61.71

Exhibit F - Title VI Assurances Appendix A & E

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, *(Federal Highway Administration)*, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
[Include Washington State Department of Transportation specific program requirements.]
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin. *[Include Washington State Department of Transportation specific program requirements.]*
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the *(Federal Highway Administration)* to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the *(Federal Highway Administration)*, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non- discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the *(Federal Highway Administration)* may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the *(Federal Highway Administration)* may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

Exhibit F - Title VI Assurances Appendix A & E

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

Exhibit G

Certification Document

- Exhibit G-1(a) Certification of Consultant
- Exhibit G-1(b) Certification of Agency (City of Lakewood)
- Exhibit G-2 Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions
- Exhibit G-3 Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying
- Exhibit G-4 Certificate of Current Cost or Pricing Data

Exhibit G-1(a) Certification of Consultant

I hereby certify that I am the and duly authorized representative of the firm of
Parametrix, Inc.

whose address is

1019 39th Avenue SE, Suite 100, Puyallup, WA 98374

and that neither the above firm nor I have

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

I acknowledge that this certificate is to be furnished to the Washington State Department of Transportation

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

Parametrix, Inc.

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

Exhibit G-1(b) Certification of Agency

I hereby certify that I am the:

☐

☐ Other

of the City of Lakewood, and Parametrix, Inc.

or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this AGREEMENT to:

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

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

Signature

Date

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

- I. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - B. Have not within a three (3) year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; an
 - D. Have not within a three (3) year period preceding this application / proposal had one or more public transactions (Federal, State and local) terminated for cause or default.
- II. Where the prospective primary participant is unable to certify to any of the statements in this certification such prospective participant shall attach an explanation to this proposal.

Parametrix, Inc.

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

This is to certify that, to the best of my knowledge and belief, the cost or pricing data (as defined in section of the Federal Acquisition Regulation (FAR) and required under FAR subsection 15.403-4) submitted, either actually or by specific identification in writing, to the Contracting Officer or to the Contracting Officer's representative in support of Military Road Widening Project - Edgewood to Farwest/112th Street * are accurate, complete, and current as of

**
.

Firm: Parametrix, Inc.

Senior Vice President

Title

Date of Execution ***:

*Identify the proposal, quotation, request for pricing adjustment, or other submission involved, giving the appropriate identifying number (e.g. project title.)
 **Insert the day, month, and year, when price negotiations were concluded and price AGREEMENT was reached.
 ***Insert the day, month, and year, of signing, which should be as close as practicable to the date when the price negotiations were concluded and the contract price was agreed to.

Exhibit H

Liability Insurance Increase

To Be Used Only If Insurance Requirements Are Increased

The professional liability limit of the CONSULTANT to the AGENCY identified in Section XII, Legal Relations and Insurance of this Agreement is amended to \$ N/A.

The CONSULTANT shall provide Professional Liability insurance with minimum per occurrence limits in the amount of \$ N/A.

Such insurance coverage shall be evidenced by one of the following methods:

- Certificate of Insurance
- Self-insurance through an irrevocable Letter of Credit from a qualified financial institution

Self-insurance through documentation of a separate fund established exclusively for the payment of professional liability claims, including claim amounts already reserved against the fund, safeguards established for payment from the fund, a copy of the latest annual financial statements, and disclosure of the investment portfolio for those funds.

Should the minimum Professional Liability insurance limit required by the AGENCY as specified above exceed \$1 million per occurrence or the value of the contract, whichever is greater, then justification shall be submitted to the Federal Highway Administration (FHWA) for approval to increase the minimum insurance limit.

If FHWA approval is obtained, the AGENCY may, at its own cost, reimburse the CONSULTANT for the additional professional liability insurance required.

Notes: Cost of added insurance requirements: \$ N/A.

- Include all costs, fee increase, premiums.
- This cost shall not be billed against an FHWA funded project.
- For final contracts, include this exhibit

N/A

Exhibit I

Alleged Consultant Design Error Procedures

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

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

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

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

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

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

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

Step 4 Attempt to Resolve Alleged Design Error with Consultant

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

- It is determined via mutual agreement that there is not a consultant design error(s). If this is the case, then the process will not proceed beyond this point.
- It is determined via mutual agreement that a consultant design error(s) occurred. If this is the case, then the Director of Public Works or Agency Engineer, or their representatives, negotiate a settlement with the consultant. The settlement would be paid to the agency or the amount would be reduced from the consultant's agreement with the agency for the services on the project in which the design error took place. The agency is to provide LP, through the Region Local Programs Engineer, a summary of the settlement for review and to make adjustments, if any, as to how the settlement affects federal reimbursements. No further action is required.
- There is not a mutual agreement regarding the alleged consultant design error(s). The consultant may request that the alleged design error(s) issue be forwarded to the Director of Public Works or Agency Engineer for review. If the Director of Public Works or Agency Engineer, after review with their legal counsel, is not able to reach mutual agreement with the consultant, proceed to Step 5.

Step 5 Forward Documents to Local Programs

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

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

Exhibit J

Consultant Claim Procedures

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

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

Step 1 Consultant Files a Claim with the Agency Project Manager

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

The consultant's claim must outline the following:

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

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

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

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

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

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

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

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

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

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

Step 5 Informing Consultant of Decision Regarding the Claim

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

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

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

REQUEST FOR COUNCIL ACTION

DATE ACTION IS REQUESTED: February 5, 2024	TITLE: 2024-2027 AFSCME Collective Bargaining Agreement	TYPE OF ACTION: — ORDINANCE NO. — RESOLUTION NO.
REVIEW: January 22, 2024	ATTACHMENTS: Collective Bargaining Agreement	<input checked="" type="checkbox"/> MOTION NO. 2024-11 — OTHER


SUBMITTED BY: Mary McDougal, Human Resources Director

RECOMMENDATION: It is recommended that the City Council authorize the City Manager to execute the collective bargaining agreement (CBA) negotiated between the City of Lakewood and the American Federation of State, County, and Municipal Employees (AFSCME) Local #1938 Council 2 covering the period of January 1, 2024 through December 31, 2027. This action would amend any previously adopted Ordinances which identify AFSCME represented employees' salaries and benefits.

DISCUSSION: City of Lakewood and AFSCME representatives have been negotiating for the past four (4) months and met a total of five (5) times. AFSCME represents approximately ninety (90) employees working in a variety of positions and locations. AFSCME has ratified the tentative agreement.

ALTERNATIVE(S): The City Council could decide not to authorize execution of the AFSCME Agreement, however, this negotiated agreement is intended to be in the best interest of the City.

FISCAL IMPACT: Adoption of this agreement will create an additional fiscal impact of approximately \$3,640,261 - \$4,872,909 for the 4-year term of the agreement, and approximately \$5,846,527 for the 6-year period ending 12/31/2029.

Mary McDougal Prepared by	 City Manager Review
_____ Department Director	

DISCUSSION CONTINUED: The major provisions include:

- Term of Agreement: 4 years (01/01/2024 – 12/31/2027)
- Wages Adjustments:
 - 2024: 5% + market adjustments for 9 classifications.
 - 2025: 100% of Seattle-Tacoma-Bellevue CPI-U, June – June, with a 3% minimum and 5% maximum
 - 2026: 100% of Seattle-Tacoma-Bellevue CPI-U, June- June, with a 2% minimum and 4% maximum.
 - 2027: 4%
- Increased foreign language proficiency pay from 2% to 3%.
- Increased shift differential pay from \$.60/hour to \$1.00/hour
- Starting in 2026, additional 1% deferred compensation match for those with 10+ years of service (up to 4% total), and additional 1% deferred compensation match for those with 20+ years of service (up to 5% total).
- Limited contracting without union approval for up to 120 days to provide coverage during a vacancy in a previously filled position.
- Simultaneous internal and external posting of bargaining unit jobs to speed hiring process.
- Paid Time Off (PTO) maximum accrual decreased from 1100 hours to 800 hours; employees with 600 hours OR at least ten years of service as of 1/1/24 are “grandfathered” at 1100 hours.

AGREEMENT

by and between



and



LOCAL #1938

for the period

January 1, 2024 through December 31, 2027

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PREAMBLE

THIS AGREEMENT is made by and between the CITY OF LAKEWOOD, WASHINGTON, (hereinafter referred to as the "City") and Local #1938, Washington State Council of County and City Employees of the American Federation of State, County, and Municipal Employees, AFL-CIO, (hereinafter referred to as the "Union").

The purpose of the City and the Union in entering into this Agreement is to set forth their entire agreement with regard to wages, hours, and working conditions so as to promote uninterrupted public service, efficient operations, and harmonious relations, giving full recognition to the rights and responsibilities of the City and the Employees.

ARTICLE 1 – DEFINITIONS

To the extent there is a conflict between the definitions contained in this Article and definitions elsewhere in this Agreement, the definition contained in those articles shall prevail. The following terms shall be defined as follows:

1.1 Accrued Leave.

Accrued leave shall include paid time off, floating holidays, management leave, and compensatory time (if applicable).

1.2 Application of Seniority.

How an employee's years of continuous service are utilized to determine his or her rights in regard to layoff, recall, overtime bidding, and scheduling of leave.

1.3 Bargaining Unit (Union).

Local #1938, Washington State Council of County and City Employees of the American Federation of State, County, and Municipal Employees, AFL-CIO.

1.4 Bumping.

The displacement of a less senior regular employee by another regular employee with more seniority as described in Article 16.

1.5 Business Day.

For the purpose of timelines associated with grievances, appeals and policy issues, an eight (8) hour business day, excluding weekends and observed holidays, unless otherwise specified.

1.6 Call-Back.

An employee is specifically called back to work by his or her supervisor or management representative outside of the employee's regularly scheduled hours.

1.7 City.

The City of Lakewood, Washington.

1.8 Civil Service.

In accordance with Chapter 41.12 RCW, all full-time employees of the Police Department are covered by a civil service personnel system, except for those positions that are exempt under RCW 41.12.050.

1.9 Demotion.

The movement of an employee from one job classification to another job classification with a lower salary range. Demotions may be voluntary or disciplinary for cause.

1.10 Employee.

A person occupying a position and paid a salary or wage by the City who is a member of the bargaining unit (as defined in Article 2.1 hereof) covered by this Agreement; but shall not include any person retained by the City under a written personal services or consultant contract or agreement.

1.11 Flex Time.

An authorized alternative work schedule utilizing irregular starting or stopping times within an employee's scheduled work period.

1.12 Grievance.

A claim or dispute by an employee and/or the Union with respect to the interpretation or application of the express provisions of this Agreement.

1.13 Job Classifications.

A position or group of positions with duties, responsibilities, and skill levels sufficiently alike to be equitably assigned the same title, same or similar qualification requirements, the same skill level, and the same salary range. Job classifications and salary steps are listed and categorized in Appendix A of this Agreement.

1.14 Loudermill Rights.

The employee's right to due process in certain disciplinary matters.

1.15 Paid Time Off (PTO).

A scheduled work day or accumulation of scheduled work days on which an employee may, by pre-arrangement, continue to receive the regular rate of compensation although he or she does not work.

1.16 Probationary Period.

An initial period of time following commencement of employment during which the employee will work under the terms of this Agreement but may be discharged without recourse to the grievance procedure.

1.17 Promotion.

When a represented employee is appointed through a competitive process to a higher paid classification.

1.18 Reclassification.

A significant change in the job specification as a result of a reevaluation of the duties and responsibilities required of the position.

1.19 Transfer.

The reassignment of an employee to the same classification in a different department.

1.20 Trial Service Period.

An initial period of time during which an employee who is transferred, promoted, or demoted to another position and/or classification in the bargaining unit shall be evaluated for suitability for the position, consistent with Article 7.3.

1.21 Weingarten Rights.

An employee's right to Union representation during an interview that the employee reasonably believes may lead to disciplinary action.

1.22 Written Reprimand.

A written document that describes both the problem and the needed correction, and the potential consequences if it reoccurs. A Written Reprimand shall be part of employee personnel file.

ARTICLE 2 – RECOGNITION

2.1 Recognition

The City recognizes the Union as the exclusive collective bargaining representative for all regular employees of the City of Lakewood as noted in the classifications identified in Appendix A – Salary Schedules, and as per PERC Case # 22449-E-09-3468, Decision 10471-PECB, which states, ALL FULL-TIME AND REGULAR PART-TIME PROFESSIONAL, TECHNICAL AND CLERICAL EMPLOYEES OF THE CITY OF LAKEWOOD, EXCLUDING SUPERVISORS, CONFIDENTIAL EMPLOYEES AND ALL OTHER EMPLOYEES, and as subsequently amended by PERC or by mutual agreement of the parties. Temporary employees who perform similar work to regular employees for more than six months are included in the bargaining unit represented by the Union.

The following definitions apply:

- A. Regular Full-time: An employee hired for an indefinite term of employment and regularly scheduled to work forty (40) or more hours per week. Regular full-time employees shall be eligible for benefits as provided by this Agreement and/or as legally required. Seniority shall accrue from the date of hire.
- B. Regular Part-time: An employee hired for an indefinite term of employment and regularly scheduled to work twenty (20) or more hours per week but less than forty (40) hours per week. Regular part-time employees shall be eligible for pro-rated benefits as provided by this agreement and/or as legally required. Seniority shall accrue from the date of hire.
- C. Regular with End Date (Limited Term): An employee hired for a defined term of employment and who is anticipated to work more than one thousand and thirty-nine (1,039) hours in a twelve (12) month period. This position is eligible for the standard benefits package, prorated to match the FTE percentage.
- D. Represented Temporary: An employee hired in excess of six (6) months but not longer than twelve (12) months and regularly assigned to work a minimum of twenty (20) hours

per week. Represented temporary employees shall be eligible for pro-rated benefits as provided by this Agreement beginning the first pay period following the employee's completion of six (6) months of continuous employment in a temporary position. Seniority does not accrue unless the employee is later appointed to a regular position with no break in employment, in which case the employee shall be credited for time worked. Represented temporary employees serve "at will" and may be terminated or disciplined without recourse to the grievance procedure.

2.1.1 Exclusions - The following categories of employee will be excluded from the bargaining unit:

- A. All other represented employees of the City; all department managers, supervisors, and confidential employees, consistent with PERC Decision 10471-PECB).
- B. Temporary Employees: An employee hired for a limited term of employment not to exceed six (6) months who are needed to augment the workforce during absences, peak periods, or emergent situations. Seniority does not accrue unless the employee is later appointed to a regular position with no break in employment, in which case the employee shall be credited for time worked. Temporary employees shall not be used to supplant or replace bargaining unit employees. All time constraints held herein shall be based on the position and shall not be started over should another person be placed in the same temporary position. Exceptions to this can be made upon signed mutual agreement between the parties.
- C. Seasonal Employees: An employee hired for a specific limited term of employment in a position that is seasonal in nature and who is not anticipated to work more than one thousand and thirty-nine (1,039) hours in a calendar year. This position is not eligible for benefits.
- D. Work Study & Interns: An employee who is a student or trainee and who is hired for a definite and limited term of employment not to exceed twelve (12) months and not to exceed one thousand and thirty-nine (1,039) hours worked in a calendar year, unless extended by mutual agreement. Work study and internship programs shall not be used to supplant or replace bargaining unit employees.
- E. Extra Hire: An employee hired for an indefinite term of employment and regularly scheduled to work less than twenty (20) hours per week, and not to exceed one thousand and thirty-nine (1,039) hours in a calendar year, unless extended by mutual agreement.

2.1.2 Volunteers - Both the City and the Union recognize the benefit of utilizing volunteers from the local community. Volunteers shall be limited to performing tasks that are supportive of work performed by regular bargaining unit employees and shall not otherwise supplant or replace bargaining unit employees.

2.2 New Classifications

When new classifications are created, they shall be included or excluded from the bargaining unit consistent with the position's duties, responsibilities, confidentiality, and general organizational structure of the particular department. The City shall notify the Local Union President and Staff

Representative of newly created classifications, and the Union shall respond to the City with any concerns within five (5) business days of notification by the City.

2.3 Modifications to Existing Classifications

When existing bargaining unit classifications are substantially modified, the City shall notify the Local Union President and Staff Representative, and the Union shall respond to the City with any concerns within five (5) business days of notification by the City. .

2.4 Inclusion/Exclusion of Classifications

It is mutually agreed that it is the intent of the parties to meet, upon request by either party, in order to include or exclude new or modified classifications in the bargaining unit consistent with the duties, responsibilities, and organizational level of the classification.

The parties agree that new classification(s) designated by the City to be within the non-represented pay plans shall be excluded from the bargaining unit, absent a request to meet within thirty (30) calendar days.

2.5 Unit Clarification

Either party to this Agreement reserves the right to submit a petition for unit clarification during the term of this Agreement pursuant to PERC rules should there be a disagreement regarding the inclusion or exclusion of a position. Existing bargaining unit classifications shall remain within the bargaining unit absent mutual agreement by the parties or a decision by the Public Employment Relations Commission (PERC).

ARTICLE 3 – UNION SECURITY

3.1. Union Dues and Revocation

- A. Upon receipt of notice from the Union of written, electronic, or recorded voice authorization by a bargaining unit employee, the City agrees to deduct from the wages of the employee the sum certified as the initiation fee and dues each month and to forward the sum to the Union.
- B. If the City receives a request for authorization of dues deduction from an employee, the City shall forward the request to the Union.
- C. The employee's authorization remains in effect until expressly revoked by the employee in accordance with the terms and conditions of the dues authorization form.
- D. An employee's request to revoke authorization of payroll deduction must be in writing and submitted by the employee to the Union in accordance with the terms and conditions of the dues authorization form.
- E. If the City receives a request to revoke authorization of deductions from an employee, the City shall forward the request to the Union.
- F. Upon receipt of notice from the Union that the employee has revoked authorization for deduction, the City shall end the deduction no later than the second payroll after the request.
- G. The City shall remain neutral on the issue of Union membership.

- H. If an employee does not have a check due to the employee or the check is not large enough to satisfy the deduction, no deduction shall be made from the employee for that calendar month.

3.2 Indemnification

The Union shall indemnify and hold the City harmless from any and all claims against the City arising out of administration of this Article, including the amounts of Union dues deducted and withheld from earnings.

3.3 Employee Roster/Union Officer List

Within 21 business days from the hire date of a newly hired employee, and at least every 120 business days for all bargaining unit employees, the City shall send to the Union a spreadsheet with the following information for each employee, if such information is in the City's employment records: employee name and date of hire; employee contact information including cellular, home, and work telephone numbers; work and personal e-mail addresses; home address or personal mailing address; employment information including job title, salary or rate of pay, and work location.

The Union agrees to provide Human Resources with a list of officers and employee representatives within ten (10) calendar days of election or appointment. The City shall recognize the officers and employee representatives immediately when such list is received by Human Resources.

3.4 Non-discrimination

Neither party shall discriminate against any employee because of membership in or non-membership in or activity on behalf of the Union. No employee shall be discharged or discriminated against for upholding Union principles, fulfilling duties as an officer in the Union, or serving on a Union committee.

ARTICLE 4 – UNION / CITY RELATIONS

4.1 Union Access

The Union's authorized staff representatives shall have access during employee work hours to the City's premises where employees covered by this Agreement are working for the purpose of investigating grievances and contract compliance, after notifying the City. Access for other purposes or during other hours shall not be unreasonably denied by the City. Such visits shall not interfere with or disturb employees in the performance of their work during working hours.

4.2 Facility & Equipment Use

The conduct of Union business on City time and premises shall be subject to the limitations set forth in this Article and with the understanding that no Union member or officer shall use City equipment in the conduct of Union business; provided, that the Union shall be permitted to use the City e-mail system for the sole purpose of notifying Union members of meeting dates, times, and locations.

The Union shall be permitted to use designated premises of the City for Union meetings, provided it is not disruptive to operations, space is available, and meetings are held on the employee's time and not on the City's.

4.3 Employee Representatives

The Union shall be entitled up to fourteen (14) employee representatives, including officers. With notice to the City the employee representatives and/or officers shall be allowed reasonable time during working hours to investigate and process grievances, as defined in Article 4.8 and 4.9. Employee representatives and officers shall attend Union meetings on their own time.

4.4 Orientation

On or about the same day as new hire orientation, a Union officer or employee representative shall be permitted, for up to thirty (30) minutes and without loss of pay, to meet with new represented employees as a group to discuss the responsibilities and benefits of Union membership. The City shall incur no costs for travel time or mileage for Union officers or employee representatives.

4.5 Bulletin Boards

The City shall provide space for a bulletin board for Union use in a common area of City Hall and at one common space for each City facility where bargaining unit employees are assigned. No materials shall be posted except notices of meetings and elections; results of elections; changes in Union by-laws; notices of employee social occasions; and/or similar Union notices, letters, and memoranda. All material shall be signed by an officer of the Union. The Union shall not post any non-Union-related material on the City's premises on the bulletin board. It is the Union's responsibility to maintain its bulletin boards.

4.6 Contract Access

A copy of this Agreement will be located in the Human Resource office and available for review by employees in the bargaining unit during regular City Hall business hours.

4.7 Negotiations Release Time

The City will make a good faith effort to provide release time for Union negotiating team members participating in contract negotiations if negotiations take place on work time, provided that coverage can be arranged.

4.8 Grievance Release Time

Prior to any proposed investigation of a grievance, employee representatives or officers shall provide notice of the grievance to their supervisor and the grievant's supervisor. Grievance release time will be granted unless the employee representative, officer, or the grievant is working on something that requires immediate attention. If permission cannot be immediately granted, the City will arrange for investigation of the grievance at the earliest possible time. When it is necessary for employee representatives or officers to conduct Union business authorized by this Agreement in an area or on a shift other than their own, they shall notify the supervisor of that area or shift of their presence and of the nature of their business. No compensation shall be provided by the City for such employee representative activities outside the employee's work shift, without express preauthorization by the employee representative's department director or Human Resources.

4.9 Union Business

When reasonably possible, Union representatives will notify their supervisors or department directors when participating in Union business during regular business hours. Consistent with Articles 4.3 and 4.8, employee representatives and/or officers may request and will be afforded reasonable time for the investigation of a grievance and compliance issues pursuant to this Agreement. Other Union business shall not be conducted on City time.

4.9.1 Any concerns by the City which indicate that a Union officer or employee representative is spending an unreasonable amount of time performing Union duties shall be referred to Human Resources for discussion and resolution with the staff representative of the Union or designee.

ARTICLE 5 – EMPLOYMENT

5.1 Probationary Periods

5.1.1 Non-Civil Service - New employees shall be subject to a six (6) month probationary period.

The City may extend the probationary period for new employees up to an additional six (6) months to a maximum of twelve (12) months. The City shall provide written notice of intent to extend a probationary period to the employee at least fourteen (14) calendar days prior to the probationary period's expiration. If the City fails to provide written notice of probation extension, the employee shall be deemed to have successfully completed probation.

5.1.2 Civil Service - New employees shall be subject to a twelve (12) month probationary period.

The City may extend the probationary period for new employees up to an additional six (6) months to a maximum of eighteen (18) months. The City shall provide written notice of intent to extend a probationary period to the employee at least fourteen (14) calendar days prior to the probationary period's expiration. If the City fails to provide written notice of probationary extension, the employee shall be deemed to have successfully completed probation.

5.2 Contractors

The City will act in good faith to limit bargaining unit work to employees covered by this Agreement. "Contractors" who are not employees of the City will be permitted to do bargaining unit work for a period of up to one hundred and twenty (120) days to provide coverage due to the vacancy in a previously filled position. "Contractors" will be permitted to do bargaining unit work for longer periods of time or in other instances where agreed to between the City and the Union.

5.2.1 The City and Union agree that Traffic Signal Maintenance work will hereafter be provided through contract with Pierce County. This is a non-precedent setting agreement and shall not serve as foundation for any separate future contracting which may be considered.

ARTICLE 6 – HOURS OF WORK AND OVERTIME

6.1 Workweek/Workday

The City's defined work week is Monday through Sunday, beginning and ending at midnight Sunday. The standard work day shall be a regularly scheduled primary work day consisting of eight (8) consecutive hours (excluding the unpaid lunch period).

6.2 Standard Work Schedules

A standard full-time work schedule shall normally consist of forty (40) hours of time compensated within a five (5) consecutive day period, with shifts commencing not before 6:00 am and ending by 6:00 pm. The typical work schedule shall not include both Saturday and Sunday unless mutually agreed upon by the employee and supervisor. Employees shall not be assigned split shifts, or any shift with more than one (1) hour of unpaid time off in a single workday, without mutual consent or as permitted by Article 6.8. The City agrees to provide employees with at least fourteen (14) days' written notice of a change to the employee's work schedule, unless mutually agreed by the employee and the supervisor. The assignment of overtime shall not be considered a schedule change and is not subject to the fourteen (14) day written notice requirement.

6.2.1 Alternative Work Schedules - An alternative work schedule (e.g., 4x10, 9x80, or other mutually agreeable option) may be approved by a department director and City Manager after an employee submits a request for alternate work schedule form. An alternate schedule will include at least two (2) consecutive days off per week. In the event an approved flexible and alternative work schedule is terminated by the City through no fault of the employee, and barring any unforeseen extenuating circumstances, the employee shall be provided with thirty (30) calendar days written notice to make personal arrangements to enable compliance with a revised schedule. The revised schedule will be effective at the beginning of the first pay cycle following the thirty (30) day notice period. In the event a flexible or alternative work schedule is terminated as a result of a disciplinary action, the change will be effective at the beginning of the next pay cycle or as defined in the disciplinary action, unless mutually agreed by the employee and the supervisor.

6.3 Outside Employment

Employees shall be permitted to maintain other employment to the extent that it does not impair the employee's ability to perform his or her normal work duties and/or responsibilities for the City, nor create a conflict of interest. An employee must submit written notification of outside employment to the department director.

6.4 Flex Time

If mutually agreed upon by the employee and the employee's immediate supervisor, flex hours may be approved if the flex hours do not interfere with workload requirements. Flex hours must be approved in advance. Employees working an adjusted workday must flex their hours within the same workweek as defined in Section 6.1 and such schedule shall not result in overtime or compensatory time as identified in the Fair Labor Standards Act and WAC 296.128-500 unless specifically authorized.

6.5 Rest & Meal Breaks

All employees shall receive a paid fifteen (15) minute break for each four (4) hours worked, in addition to their unpaid meal period. Employees working three (3) or more hours longer than a normal work day schedule shall be allowed at least one (1) additional thirty (30) minute unpaid meal period prior to or during the additional work period. Where the nature of the work allows employees to take intermittent rest periods equivalent to fifteen (15) minutes for each four (4) hours worked, scheduled rest breaks are not required. Missed rest breaks are not compensable as overtime. Breaks may not be collected or not taken in order to shorten the work day or work week unless specifically authorized in writing by an employee's supervisor. Such authorization shall not result in payment of overtime or compensatory time.

6.6 Overtime

Employees not designated in Appendix A as “Exempt from FLSA overtime” are entitled to overtime compensation. Overtime shall be compensated at one and one half (1 ½) times the employee’s normal hourly rate of pay for all time compensated over forty (40) hours per week. Overtime shall be paid in fifteen (15) minute increments. Except in emergent/emergency situations, all overtime must be approved in advance by the employee’s immediate supervisor or designee.

6.6.1 For purposes of computing overtime, all contractual holidays, compensatory time, and Paid Time Off (PTO) shall be considered as time compensated.

6.6.2 Non-pyramiding - Compensation shall not be paid or compensatory time accrued more than once for the same hours under any provision of this Article or Agreement. Overtime pay shall not be duplicated or pyramided unless required by FLSA, in which case premium or overtime pay shall be based on the employee’s regular rate of pay.

6.6.3 Assignment of Overtime - Scheduled overtime is work assigned in advance that is not part of a normal work day. Scheduled overtime time shall be offered to qualified regular full-time or regular part-time employees on a voluntary first-come, first-served basis. If there are no volunteers to work the scheduled overtime, the City will assign overtime to the least senior qualified employee on a rotational basis as follows:

An overtime list will be established. Employees will be placed on the overtime list based on their classification seniority, in ascending order within their department. The employee at the top of the overtime list will be required to work the scheduled overtime opportunity. That employee then moves to the bottom of the list. Employees on PTO when their turn comes up for scheduled overtime will be assigned the next non-voluntary opportunity after their return from PTO.

6.6.4 Management Leave - Employees identified in Appendix A as “Exempt from FLSA overtime” in accordance with WAC 296-128-500 shall be eligible for management leave.

Every employee eligible for management leave shall be awarded eight (8) hours per calendar year. Additional days may be requested by the employee utilizing a Management Leave Request Form (Appendix D) based upon work load and projects. Approval is at the discretion of the supervisor and City Manager or designee. The cumulative total of management days granted to any employee shall not exceed five (5) days annually and shall not be carried over or cashed out. Use of management leave shall follow the PTO procedure. Leave shall be based on special projects and workload.

6.7 Standby

The City may establish standby rosters for those functions requiring response by overtime eligible employees outside of regular work hours. Employees will be placed on the standby roster based on their classification seniority, in descending order within the department. Based on operational needs, a department may establish a single standby roster including multiple classifications or standby rosters by classification, and may determine whether inclusion on the standby roster is mandatory or voluntary (see 6.7.1 and 6.7.2 below). Employees may trade with or give away standby shifts to other qualified employees, with appropriate advance written notice to and approval from the supervisor.

While on assigned standby status, employees are required to be unimpaired, reply to the dispatch center within fifteen (15) minutes of any call, and remain within a geographic range allowing a maximum of a ninety (90) minute arrival time to the assigned work location from the time of the initial call. Employees on assigned standby status will be issued a City cell phone, and may be issued a City vehicle or required to use a personal vehicle for response.

When an employee takes a full scheduled work day of PTO for other than pre-scheduled appointments or to rest following a significant overnight callout, the employee will not be eligible to be on assigned standby status until the employee has returned to work and completed a full shift. The supervisor will offer the unstaffed standby opportunity to qualified employees on a voluntary first-come, first-served basis. If there are no volunteers, the supervisor will assign the standby to the next eligible employee as necessary.

Compensation for employees on assigned standby status will be pursuant to Article 10.1.

6.7.1 Operations & Maintenance Standby – Maintenance Workers assigned to Facilities Maintenance as of the date of contract ratification shall not be assigned to the standby roster, except by mutual consent of the employee and department director.

For the employees in Maintenance Worker classification series who have passed probation, participation in the standby roster shall be voluntary. However, if at any time there are fewer than ten (10) employees who volunteer to be on the roster, inclusion on the roster shall be mandatory based on inverse seniority until there are at least ten (10) employees on the roster.

Once a new employee in these job classifications has passed probation, the employee will be put onto the standby roster if not everyone on the roster was placed there voluntarily. The most senior employee on the roster will then have the opportunity to be removed from the roster.

6.7.2 Requests to be on Standby Roster - Employees in other classifications who meet the minimum qualifications of one of the classifications identified in 6.7.1 may request to be on the standby roster. Inclusion on the standby roster requires authorization by the employee's department director, and participation in training as required by the Operations Superintendent. If an employee is denied the opportunity to be on the standby roster, the employee's department director will provide a reason.

6.8 Callback

An employee specifically called back to work outside the employee's regularly scheduled hours shall be paid a minimum of three (3) hours, pursuant to Article 10.2, except that an employee called back to work within one (1) hour of the beginning of the employee's regularly scheduled work day shall be compensated for one (1) hour. Except under the provisions of Section 6.10, employees who are not on standby may decline a call back opportunity without prejudice.

When an employee is on PTO, the employee will not be eligible for callback until the employee has returned to work and completed a full scheduled shift. The supervisor may offer the callback opportunity to another eligible employee as necessary. The City may waive the requirement to complete a full shift after taking PTO and before being subject to callback to address operational needs.

6.9 Compensatory Time

Overtime worked may be accrued as compensatory time as agreed in advance by the employee and supervisor. Compensatory time is accrued at the rate of one and one half (1 ½) times the employee's regular rate of pay.

All compensatory time shall be recorded. Employees may accrue compensatory time without limit, providing that an employee may carry over no more than sixty (60) hours of compensatory time into the next calendar year. During the first pay period of December of each year, the City will cash out any accumulated compensatory time in excess of sixty (60) hours. The employee may exceed the sixty (60) hours of compensatory time, for a limited time, with the approval of his/her department director.

6.10 Declared Emergency Scheduling

The City Manager or designee has the authority to declare a City-wide emergency situation. During a major emergency or disaster of such magnitude that an extensive City response is needed (i.e., significant earthquake, volcanic eruptions, etc.) **all** employees are to report in to work as soon as possible after attending to immediate family health and safety needs. In the case of a declared City-wide emergency, the City reserves the right to assign and schedule employees to work whenever and wherever as needed and take other actions as necessary to ensure the protection of life, health, safety, and property of persons under its jurisdiction for the duration of the declared emergency.

6.11 Other Emergency Work Assignment/Scheduling

In order to address the operational management needs of a lesser emergency affecting only certain operations areas or a smaller portion of the City (i.e., storm, network failure, etc.), the following shall apply:

An employee's or group of employees' schedule(s) may be changed with less than the fourteen (14) days' notice required by Section 6.2, subject to terms:

6.11.1 For an emergency requiring 24-hour response, employees may be assigned regularly recurring shifts different from their currently assigned shift. Such emergency shifts shall not be assigned as "Split-Shifts."

6.11.2 The City will make a good faith effort to inform all affected employees as quickly as possible. The beginning and ending of emergency work assignments will be acknowledged via email or written notice. Such written notice is not the official method for assigning an employee to an emergency schedule, but is intended to clarify for the record when the emergency schedules were started and ended.

6.11.3 Employees utilizing heavy equipment will be scheduled in a manner so as to conform to state and federal occupational safety regulations.

6.11.4 Employees sent home by their supervisor in anticipation of an upcoming needed response shall be paid for the duration of the remainder of their regular shift.

6.11.5 Upon utilizing this section of the Agreement, overtime for eligible employees shall be compensated at one and one half (1 1/2) times the employee's normal hourly rate of pay for all time compensated: over eight (8) hours in a contiguous shift. All hours compensated in excess of forty (40) hours at straight time in a work week shall be compensated at one and one half (1 1/2) times the normal rate. No emergency schedule

change shall result in the reduction in an employee's number of scheduled hours in a work week.

6.11.6 Employees assigned to a twelve (12) hour shift will receive two (2) unpaid thirty (30) minute meal periods and fifteen (15) minute paid breaks at intervals required by law.

6.11.7 Employees shall receive shift differential (per Section 10.8) for all hours compensated between 5:00 p.m. and 8:00 a.m., subject to the non-pyramiding provisions of Section 6.6.2.

6.11.8 Upon the determination of the City, emergency schedule assignments may be canceled, and employees shall resume their regular work schedules. Employees who have performed work within six (6) hours of their regular start time will be instructed to return to work halfway through their normal work shift. An emergency event shall not be declared and canceled multiple times within the same calendar day.

ARTICLE 7 – EMPLOYMENT PRACTICES

7.1 Nondiscrimination

The City and Union shall ensure that all terms and conditions of employment included in this Agreement shall be administered in accordance with federal or state law governing employment discrimination. Administration and application consistent with federal or state law shall not be construed to be discrimination under this Article.

The City and the Union agree to provide equal opportunity as to the provisions of this Agreement to all member employees. Neither the City nor the Union shall discriminate against any person on the basis of such person's race, sex, marital status, color, creed or religion, national origin, age, veteran status, sexual orientation, or the presence of any sensory, mental, or physical disability, in violation of any local, state, or federal law.

Wherever words denoting a specific gender are used in this Agreement, they are intended and shall be construed so as to apply equally to all genders.

7.2 Job Posting

Human Resources will post available bargaining unit promotional opportunities internally and externally simultaneously. Union positions will be identified as such. The City will interview internal candidates who meet the minimum qualifications along with other qualified external candidates.

7.2.1 The City shall not make direct appointments for bargaining unit positions. The transfer of an employee or the reassignment of an employee to a different position within the same classification within a department shall not be considered direct appointments.

7.3 Promotion

When a new position is created or a vacancy occurs, employees who have been employed by the City for at least six (6) months are eligible to apply. An employee who applies and is not selected for a vacancy will receive notification from the hiring manager.

7.3.1 Employees who are selected to fill a position in a higher paid classification in the bargaining unit shall serve a trial service period for six (6) months of work or twelve (12) months of work for civil service. During the trial service period, employees promoted to a regular position may return to their former positions at their option within the first six (6) weeks. If the employee does not successfully complete the trial service period, the employee may return to their former position if vacant or be placed on the recall list if filled.

7.3.2 Upon promotion, the employee will be placed at the beginning of the new salary range or at the next defined pay step within the new salary range which results in a minimum of a four percent (4%) increase to the employee's current rate of pay. An employee will be eligible for step increases annually based on the effective date of the promotion.

7.4 Transfer

An employee who is given the option to transfer due to a reorganization or lay off shall not serve a trial service period. An employee who requests and is granted a transfer shall serve a trial service period.

7.5 Reclassification

An employee, an employee's supervisor/department director, City Manager, or Human Resources may initiate a reclassification request to the Director of Human Resources. Human Resources shall, within one hundred and twenty (120) calendar days or as otherwise mutually agreed with the Union, conduct an audit and analysis of the request which includes a portion to be completed by the employee in the affected position. Human Resources shall report to the department director and the employee the result of the findings.

Should it be determined the employee is working outside the employee's classification, the department director shall either adjust the employee's responsibilities to fall within the existing current classification or reclassify the affected employee to the newly identified classification.

7.5.1 An employee reclassified to a classification with a higher salary range shall be placed in the new salary range at the step that leads to at least a four percent (4%) increase over of the employee's current rate of pay (or the minimum of the new salary range if a 4% increase would be below the bottom step of the new range). Wage increases and classification seniority date as a result of a reclassification shall be retroactive to the date when the reclassification request was submitted to the Director of Human Resources. The employee's anniversary date and performance evaluation date will be adjusted to match the date when the reclassification request was submitted to the Director of Human Resources.

7.5.2 An employee reclassified to a classification with the same salary range shall maintain the current salary placement, performance evaluation date, and anniversary date. The classification seniority date shall be effective the date on which the reclassification was approved.

7.5.3 An employee reclassified to a classification with a maximum salary that is lower than the employee's current salary shall have the salary frozen until such a time as the maximum salary of the new range (excluding the Master Step) meets or exceeds the employee's current salary. At that time, the employee shall be placed at the maximum salary of the new range unless a more favorable salary placement is recommended by the department director and approved by Human Resources and the City Manager. The wage

adjustment, employee anniversary date, performance evaluation date, and classification seniority date as a result of a downward reclassification shall be effective the date on which the reclassification was approved.

7.5.4 An Employee reclassified to a classification with a lower salary range but with a maximum salary that is higher than the employee's current salary, shall be placed in the new salary range at the nearest step to the previous salary that would not result in a reduction in wages. The wage adjustment, employee anniversary date, performance evaluation date, and classification seniority date as a result of a downward reclassification shall be effective the date on which the reclassification was approved.

7.6 Demotion

When an employee is demoted, either voluntarily or for cause, to a job classification with a lower salary range where the maximum salary is higher than the employee's current salary, the employee's salary shall be frozen until the employee's annual review date. On the employee's next annual review date, the employee shall be eligible for a salary increase.

When an employee is demoted, either voluntarily or for cause, to a salary range where the maximum salary is lower than the employee's current salary, the employee shall be placed at the maximum salary unless a more favorable salary placement is recommended by the department director and approved by Human Resources and the City Manager.

If an alternative salary placement is requested and approved, the employee's salary shall be frozen until such time as the maximum salary of the new range exceeds the employee's current salary.

7.7 City Policies

Unless otherwise provided by the terms of this Agreement, the City of Lakewood Administrative, Personnel, and Safety Policies shall apply to members of this bargaining unit. Employees shall refer to City policies to resolve matters not covered by this Agreement. However, where there is a conflict between City policies and any provisions of this Agreement, the provision(s) of this Agreement shall govern.

7.8 Personnel Files

Employees shall have access to their personnel file with reasonable frequency. Employees who would like to review their file should contact Human Resources to schedule a convenient time for both the requesting employee and the Human Resources Department.

The employee shall be provided by the respective supervisor, a copy of written evaluations or disciplinary actions added to their personnel file. Employees shall have the right to provide a written response to any written evaluations or disciplinary actions included in the personnel file. Upon approval of the Human Resources Department, employees may add additional documents to their personnel file including, but not limited to, certifications, degrees, and commendations.

7.9 Evaluations

Employee evaluations are a useful tool to provide the employee feedback, monitor/establish goals, and determine strengths and weaknesses. If necessary, a plan for improvement, training or other support should be jointly developed by the supervisor with the employee.

Evaluation may occur in two forms:

All regular employees shall be formally evaluated in writing by their immediate supervisor and/or department director or designee by the end of the probationary or trial service period and at least annually thereafter.

Additionally, evaluation of job performance may occur at any time and on an ongoing basis. Evaluation may occur in various ways and may include coaching, counseling, or written assessment.

The evaluation process may all also include a review of the current job description.

Evaluation shall not, by itself, constitute disciplinary action – disciplinary action must be specifically identified as such, in writing, consistent with Article 7.10.

The employee's supervisor will give the employee a copy of the evaluation. Employees will be required to sign the evaluation, acknowledging its receipt. The content of performance evaluations is not subject to the grievance procedure. However, employees may elect to provide a written response to the evaluation, which will be retained with the evaluation in the employee's personnel file.

7.10 Discipline/Corrective Action

Any discipline, demotion, or discharge of a regular employee shall be based upon just cause.

Progressive discipline and/or corrective action may include:

- oral warnings, which will be identified as such by the City and documented;
- written reprimands, which may also include work performance improvement or corrective action plan for poor work performance or misconduct;
- suspension without pay;
- demotion; or
- discharge.

The intent of progressive discipline is to assist the employee with performance improvement or to correct misconduct. Progressive discipline shall not apply where the offense requires more serious discipline in the first instance. Both the sequencing and the steps of progressive discipline are determined on a case-by-case basis, given the nature of the problem.

Disciplinary actions shall be clearly identified as such in writing. The employee will be requested to sign the disciplinary action. The employee's signature thereon shall not be construed as admission of guilt or concurrence with the discipline, but rather shall document that the employee has seen and comprehends the gravity of the disciplinary action. Employees shall have the right to review and submit written comment on disciplinary actions in their personnel file.

A copy of the disciplinary notice shall be provided to the employee before it is placed in the personnel file. Employees who are issued a written reprimand, suspended without pay, demoted, or discharged may use the grievance procedure. If, as a result of the grievance procedure a different result is warranted, personnel records shall reflect the revised result.

The City will notify the Union in writing within three (3) working days after any notice of discharge is issued. The failure to provide such notice shall not affect such discharge but will extend the period within which the affected employee may file a grievance.

An employee who reasonably believes that an investigatory interview with a supervisor may result in discipline has the right to request the presence of a Union representative at such an interview. Upon request, the employee shall be afforded a Union representative. The City will delay the interview for a reasonable period of time in order to allow a Union representative an opportunity to attend. If a Union representative is not available or delay is not reasonable, the employee may request the presence of a bargaining unit witness. (Weingarten rights)

Employees shall also have a right to a notice and a determination meeting prior to any disciplinary action greater than a written reprimand. The City must provide a notice and statement in writing to the employee identifying the performance violations or misconduct alleged, a finding of fact, and the reasons for the proposed action. The employee shall be given an opportunity to respond to the charges in a meeting with the City, and shall have the right to Union representation during that meeting, upon request. (Loudermill rights)

Discipline greater than an oral warning may be subject to the grievance procedure as identified in this Agreement as it relates to just cause.

7.11 Commercial Driver's License (CDL) Training

The City will provide training for up to three (3) employees (final number to be determined by the City) in the Maintenance Worker classification series to get a CDL license in exchange for a commitment to remain employed with the City for two (2) years after the license is granted. Should the employee fail to obtain the CDL license following the training, the employee shall be required to reimburse the City for the cost of the training. Should the employee leave City employment during the first year after having obtained the CDL, the employee will be required to reimburse the City for seventy-five percent (75%) of the cost of the training. Should the employee leave City employment after the first year, but prior to completion of the second year, the employee shall be required to reimburse the City for twenty-five (25%) of the cost of the training.

7.12 Temporary Loss of Commercial Driver's License for Medical Reasons

An employee required to hold a Commercial Driver's License as a minimum job qualification and whose CDL is revoked for medical reasons shall be eligible for continued employment in the same classification on a temporary basis. Such continued employment is conditioned on the City having sufficient personnel to cover CDL-related duties without an increase in overtime costs, and on the employee providing certification from a health care provider that the medical basis for revocation can reasonably be corrected within a given time period, not to exceed twelve (12) months. Employees who have been employed less than five (5) years, who were previously provided an accommodation under this agreement within the past five (5) years, who are serving under a "last chance agreement," or whose CDL was revoked for non-medical reasons or drug/alcohol use are not eligible for continued employment.

If an employee's CDL is revoked for medical reasons, the employee shall promptly notify the City. The City and employee will meet to discuss a reasonable timeframe for the employee to requalify for the CDL and associated medical card. Absent special circumstances approved by the City at its sole discretion, this timeframe shall not exceed twelve (12) months.

An employee provided an accommodation under this agreement may be reassigned to a different position and shall have the employee's pay reduced three (3) steps on the salary schedule, effective the next pay cycle after revocation of the CDL. If the employee has not advanced to Step 3 of the salary schedule, the employee shall be moved to the entry wage on

the salary schedule. The employee shall retain all other rights and benefits of a regular employee. In the event an employee who had the CDL revoked due to medical reasons is able to subsequently re-qualify for the CDL and associated medical card, the employee will be placed back at the same step of the salary range the employee had at the time of revocation.

If any provision of this agreement conflicts with federal or state law governing CDLs or reasonable accommodation, then the minimum requirements of the law shall apply.

ARTICLE 8 – SENIORITY

8.1 Seniority

Seniority shall be defined by the length of continuous employment with the City in the specific classification involved and in all higher bargaining unit classes to which the employee has been promoted.

Seniority shall be established upon appointment to a regular full-time, regular part-time, or regular with an end date (limited term) position within the bargaining unit. No seniority shall be established while an employee is employed in a temporary, seasonal, work study/internship, or extra-hire position. A temporary employee who is hired into a regular position in the same classification without a break in service shall be credited for seniority from the date of hire into that classification.

Seniority shall not accrue while on a leave of absence without pay in excess of thirty (30) continuous calendar days. An employee's appointment date shall be adjusted for leaves of absence without pay except when such leaves are the result of federal or state legally protected leaves.

8.2 Probationary Period

Upon successful completion of the probationary period, the City seniority of the regular employee shall be established as the recent date of hire including the probationary period.

8.3 Loss of Seniority

An employee will lose seniority rights by and/or upon:

1. Resignation
2. Discharge
3. Retirement
4. Layoff / Recall list of more than eighteen (18) consecutive months.
5. Failure to respond to or declining one offer of recall to former or comparable employment.

Employees who are re-employed following the loss of seniority shall be deemed a newly-hired employee for all purposes under this Agreement, except as provided in the following: if an employee is laid off or resigns in good standing after working at least twelve (12) consecutive months, and is thereafter re-employed within twelve (12) months or eighteen (18) months in the event of recall, the employee will, upon successful completion of the probationary period, regain the seniority they had as of the effective date that the employee resigned.

8.4 Seniority List

The City shall update the seniority list and provide it to the Union annually upon request. If a layoff is announced, a current ranked seniority list including job classifications, names, job locations, and FTE or hours per week shall be provided to the Union and posted in the affected department.

8.5 Application of Seniority

Seniority shall apply to:

- Layoff, Bumping and Recall, subject to Article 16
- Overtime Bidding
- Scheduling of Leave

ARTICLE 9 – WAGES

9.1 Wage Schedule

Effective and retroactive to January 1, 2024, the monthly salary schedule shall be increased by 5%. Employees who have left employment prior to the pay period in which the retroactive pay is processed will not be eligible for retroactive pay.

The following market adjustments will be effective January 1, 2024:

Class Title	Current Range	Proposed Range	% Increase
Permit Technician	24	25	2%
Administrative Assistant	25	27	4%
Public Records & Legal Specialist	28	29	2%
Engineering Technician	31	32	2%
Building Inspector	34	37	6%
Associate Planner	36	37	2%
Finance Analyst	38	40	4%
Associate Civil Engineer	43	45	4%
Civil Engineer	49	55	12%

Effective January 1, 2025, the 2024 monthly salary schedule shall be adjusted by 100% of the Seattle Tacoma Bellevue CPI-U June-June, with a minimum of 3% and a maximum of 5%.

Effective January 1, 2026, the 2025 monthly salary schedule shall be adjusted by 100% of the Seattle Tacoma Bellevue CPI-U June-June, with a minimum of 2% and a maximum of 4%.

Effective January 1, 2027, the 2026 monthly salary schedule shall be adjusted by 4%.

9.1.1 Salary Plan Administration - Each classification shall have an associated salary range with identified steps. On an employee's anniversary date, employees shall automatically advance one step (2%).

9.1.2 Master Step Implementation – An employee shall become eligible to move from Step 10 to the Master Step on the anniversary date following the completion of all the following requirements:

- A minimum of five calendar years of employment with the City; and
- A minimum of five years in the same classification series.

The City is in no way prohibited from advancing employees to the master step before these requirements are met if the City believes that the employee has achieved mastery in their field.

An employee who has reached the master step will keep this step placement even if moved to a lower classification in the same classification series due to a reduction in force, voluntary demotion, or transfer.

In addition to the requirements listed above, employees in the Maintenance Worker classification must acquire and maintain either a pesticide license or class A or class B commercial driver's license to be eligible for advancement to and continued eligibility for the Master step. This requirement shall not apply to Facilities Maintenance employees.

9.2 Hire-In Rates

New regular employees shall normally be placed at the minimum rate of the appropriate salary range unless approved by the City Manager for placement above the minimum based on qualifications, salary history, or other consideration.

ARTICLE 10 – OTHER COMPENSATION

10.1 Standby Pay

An employee specifically assigned to standby status shall receive one (1) hour of additional compensation at his or her regular rate of pay for every seven (7) hour period of time assigned to standby status.

An employee assigned standby status on weekends shall be paid nine (9) hours of additional compensation at the employee's regular rate of pay for the weekend, starting at the end of the work shift Friday evening and ending at the beginning of the work shift on Monday morning.

When an employee is called back to work while on paid standby status, standby pay will continue to be paid.

Employees may elect to receive standby compensation in the form of pay or compensatory time at the straight-time (1.0x) rate, except that no employee may receive more than sixteen (16) hours of compensatory time per calendar year through this option.

10.2 Call Back Pay

An employee specifically called back to work outside the employee's regularly scheduled hours shall be paid a minimum of three (3) hours. The rate of pay for the callback, whether within or in excess of the three (3) hour minimum, shall be in accordance with the FLSA and Section 6.6 (i.e., if overtime hours, paid at overtime rate). If the callback exceeds three (3) hours, the employee shall be compensated for time worked.

For the purpose of callback, if the employee is in active call back status, then time worked shall start from the time when an employee leaves his/her driveway or location at the time of the call and is en route in response to a call. Time worked shall conclude when the employee returns to his/her driveway or location at the time of the call. There shall be no additional compensation for calls taken by an employee who is already in active callback status, unless the time spent in active callback status exceeds the three (3) hours.

10.2.1 Remote Work - If an employee receives a work-related communication when off duty and is asked to work (e.g., troubleshoot problems) he/she will receive overtime pay at fifteen (15) minute increments, with a fifteen (15) minute minimum, regardless of the length of the response required. For communications that are received, and responses required, between 10:00 p.m. and 5:00 a.m., the employee shall receive overtime pay in thirty (30) minute increments. Remote work shall include any tasks that do not require the employee to leave home, including but not limited to telephone calls, remote access, or text messaging.

10.3 Temporary Assignment Pay

Employees assigned by their designated supervisor or the City Manager to assume the preponderance of the duties of a higher level classification in a temporary capacity for at least four (4) continuous working days shall receive Temporary Assignment Pay commencing from the first day worked. Such assignments shall be in writing prior to or during the assignment. The assigned employee shall receive a five percent (5%) pay increase, or be placed at the beginning of the higher pay range, whichever is greater.

10.4 Mileage Reimbursement

Employees placed on standby status may be provided a city vehicle, if available.

Employees who are required to use their own vehicles for City business shall be reimbursed in accordance with current Internal Revenue Service mileage rates and rules, minus any miles between home and work, except that employees called back to work in their personal vehicles shall be compensated at the appropriate IRS rate for actual miles traveled to and from his/her driveway or location at the time of the call with a maximum of twenty (20) miles each way.

10.5 Uniforms, Clothing, and Boots

The City will provide required personal protective equipment, uniforms, and clothing, and boot allowances as set forth in Appendix B.

10.5.1 Personal Protective Equipment (PPEs)

The City will supply personal protective equipment to employees for their use as required by state law and pursuant to City policy #1300-09) and as identified as such and listed in Appendix B. Employees are required to wear personal protective equipment and boots as necessary to safely perform assigned work tasks. All personal protective equipment shall remain the property of the City and shall be worn for municipal purposes only.

10.5.2. Uniforms and Clothing

Uniforms and other clothing are to be kept clean and neat in appearance as much as possible under current working conditions. Routine maintenance of uniforms and other clothing, including washing, ironing, and mending, will be the responsibility of the

employee. Employees are required to comply with the model dress code if one is established for their department.

10.5.3 City Logo Items Provided by the City

City logo items purchased and/or provided by the City remain the property of the City and shall be worn for municipal purposes only. Employees are required to wear City logo items provided by the City as directed by their supervisor.

10.5.4 Boot Allowances

Boot allowances shall be provided by the City no later than the first payday of February of each calendar year. No employee shall receive more than one boot allowance per calendar year.

New employees shall receive required clothing/equipment and/or boot allowances. However, an employee who receives a boot allowance and who does not pass probation will be required to reimburse the City for the boot allowance through payroll deduction from the employee's final paycheck.

10.6 Foreign Language Proficiency Pay

Employees shall receive foreign language proficiency pay of three percent (3%) added to their base pay when language skills have been confirmed by such method as the City shall reasonably determine. Employees having conversational proficiency in Cambodian, Laotian, Vietnamese, Spanish, Korean, Russian, German, American Sign Language, and any other foreign language approved by the City can qualify for this pay.

10.7 Tuition Reimbursement

Tuition reimbursement may be provided at the sole discretion of the City and in accordance with City policy 800-14. Tuition reimbursement may be considered additional compensation by the Internal Revenue Service (IRS) and subject to taxation.

10.8 Shift Differential

A shift differential of one dollar (\$1.00) per hour will be paid to all regular bargaining unit employees who are assigned to work at least three (3) hours between 5:00 p.m. and 8:00 a.m.

Exceptions to shift differential:

- Shifts starting between 6:00 a.m. and 8:00 a.m. will not be eligible for shift differential pay.
- Work that is scheduled after 5:00 p.m. and before 8:00 a.m. on the basis of convenience to the employee, including alternative work schedules in accordance with Article 6, shall not be considered shift differential for the purpose of this provision.
- Shift differential does not apply to an occasional call out or scheduled overtime for several hours prior to the start or after the end of any given regular shift.

Shift differential shall be calculated as part of the hourly rate of pay when applying the provisions of this Agreement in other sections. Shift differential is to be paid only for the specified hours as stated above.

When an employee who usually works a differential eligible shift is temporarily assigned to a non-differential eligible shift for a period of five (5) working days or less, the employee shall continue

to receive any shift differential. A temporary change in shift assignment initiated by the employee is not covered by this provision.

Work schedules may be adjusted at the City's discretion in accordance with Section 6.2.

ARTICLE 11 - HOLIDAYS

11.1 Holidays

The City shall provide eight (8) hours of compensation for regular full-time employees and pro-rated hours for regular part-time employees for the following holidays and such other days as the City Council may identify:

<u>Holiday</u>	<u>Observed</u>
New Year's Day	January 1st
Martin Luther King, Jr. Birthday	3rd Monday in January
President's Day	3rd Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19th
Independence Day	July 4th
Labor Day	1st Monday in September
Veteran's Day	November 11th
Thanksgiving Day	4th Thursday in November
The Day after Thanksgiving Day	4th Friday in November
Christmas Day	December 25th
Floating Holiday	Employee's Choice

11.1.1 The City traditionally releases employees early, with pay, on both Christmas Eve and New Year's Eve. The City will strive to continue this practice when feasible based on work load and safety.

11.1.2 An employee must request the use of a Floating Holiday in advance and be granted approval by the immediate supervisor, Department Director or designee. Such requests shall not be unreasonably denied. The floating holiday must be taken during the anniversary year or it will be forfeited.

11.1.3 Employees regularly assigned to an alternative work schedule (e.g.: 4/10 schedule) who would normally work more than eight (8) hours on the observed holiday may elect to use either accrued PTO, floating holiday, comp time, or leave without pay on such holidays in order to bring their hours up to their regularly scheduled number of hours for the day.

11.2 Religious Observance

Employees will be granted time off for religious observances. Such time off shall be arranged in advance with the employee's immediate supervisor. Employees may use eligible leave, leave without pay, or make alternative work schedule arrangements. Approval of leave under this provision shall be in accordance with RCW 1.16.050(3).

11.3 Holiday Observance

Any holiday that falls on a Saturday shall be observed on the preceding Friday, and any holiday that falls on a Sunday shall be observed on the following Monday.

For those employees on a 4/10 work schedule, a schedule with weekend work, or other alternate schedule, when one of the listed holidays falls on one of the employee's regularly scheduled days off, the holiday shall be observed on a day mutually agreeable to the employee and the City within the same pay period.

11.4 Holiday Compensation

Holiday compensation is defined as two and one-half (2 1/2) times the employee's regular hourly rate of pay for a maximum of eight (8) hours. Employees shall be paid no more than eight (8) hours of holiday compensation pay for working on either an actual or observed holiday, but not both, regardless of the individual's schedule that day.

There shall be no pyramiding of holiday compensation as per Article 6.6.2.

ARTICLE 12 – PAID TIME OFF (PTO)

12.1 Paid Time Off Accrual

PTO is a benefit granted to employees to continue normal compensation during approved absences. All full-time regular employees shall accrue PTO at the following annualized accrual rates.

During the first year	200 hours of leave per year
After the 1st year through 2 years	208 hours of leave per year
After the 2nd through 4 years	216 hours of leave per year
After the 4th through 9 years	232 hours of leave per year
After the 9th through 14 years	264 hours of leave per year
After the 14th through 20 years	296 hours of leave per year
After 20th year through 29 years	312 hours of leave per year
After 29th year	320 hours of leave per year

Any regular part-time employees shall accrue PTO leave pro-rated to match the FTE percentage and adjusted by actual hours worked.

PTO accrues on a pay period basis and is not available for use during the pay period in which it is accrued. PTO will only accrue when the employee is in paid status (working or using accrued paid leave) for at least forty (40) hours in the pay period, unless accrual is required to comply with the State paid sick leave law.

12.2 Paid Time Off Accrual Maximum

Any accrued and unused PTO shall be accumulated for succeeding years, except that, as of the end of the calendar year, the maximum accrual amount carried forward into the next year shall not exceed eight hundred (800) hours.

Employees with a PTO balance in excess of six hundred (600) hours OR at least ten (10) years of service as of 1/1/24 shall be "grandfathered" and allowed a maximum carryforward amount of one thousand one hundred (1,100) hours.

If the employee has an accrual balance within 100 hours of their maximum balance of PTO as of July 1st of any year, the employee's supervisor will meet with the employee to identify

mutually agreeable opportunities to take leave during the remaining six (6) months of the calendar year so that the employee's PTO accrual balance will not exceed the maximum carryforward as of the end of the calendar year.

12.3 Use of Paid Time Off by FLSA-exempt Employees

Employees shall not be eligible to use PTO in the first sixty (60) calendar days of their probationary period for any purpose other than a medical condition for which there is certification from a health care provider.

PTO must be requested and approved in advance whenever possible. When an employee needs to be absent for an unanticipated reason, the employee must follow the applicable department procedure for reporting unscheduled absences.

Abuse and misuse of unscheduled PTO are grounds for discipline. The City may investigate cases of suspected unscheduled PTO abuse or misuse, and may at any time during the course of that investigation request the employee provide certification attesting to illness, injury or other reason for leave. Except in cases of confirmed PTO abuse, employees' use of unscheduled PTO shall not be used as criteria for performance evaluation.

An employee who has been previously counseled about abuse, misuse, or excessive use of unscheduled PTO may, with the concurrence of Human Resources, be required to provide certification from a health care provider for use of unscheduled PTO. Grievances in regard to this provision may not be processed beyond Step 3 of the grievance procedure in this Agreement.

An employee must use accrued leave prior to taking any unpaid leave, except that an employee may elect to retain up to forty (40) hours of PTO (pro-rated by their FTE) for use upon return to work following an FMLA qualifying event, and may, if eligible and for qualifying events, apply for Washington Paid Family Medical Leave (PFML) benefits in lieu of using accrued PTO.

12.3.1 Use of Paid Time Off by FLSA-non-exempt Employees for Sick Leave -

Regular FLSA-non-exempt employees shall be eligible to use paid time off for sick leave and shall be subject to the provisions required by law as set forth in City of Lakewood Personnel Policy and Procedure 800-24 Paid Sick Leave.

12.3.2 Use of Paid Time Off by FLSA-non-exempt Employees for Absences Other Than Sick Leave or Family Leave - PTO for absences other than sick leave must be requested by the employee and approved by the supervisor in advance whenever possible. When an employee needs to be absent for an unanticipated reason other than sick leave as provided in 12.3.1, the employee must follow the applicable department procedure for reporting unscheduled absences. Such absences are subject to the approval of the City based on staffing needs.

An employee must use accrued leave prior to taking any unpaid leave, except that an employee may elect to retain up to forty (40) hours of PTO (pro-rated by their FTE) for use upon return to work following an FMLA-qualifying event, and may, if eligible and for qualifying events, apply for Washington Paid Family Medical Leave (PFML) benefits in lieu of using accrued PTO.

12.4 Shared Paid Time Off

If an employee needs to take leave due to a personal or family member's serious health condition and has no accrued PTO available, the employee may request shared leave. Such

requests shall be in writing and shall include documentation from a health care provider certifying the need for the leave. Shared leave requests to and donations from other employees will be coordinated by the City, and will request donations into a shared leave pool, rather than for individual employees.

Employees may donate PTO in one (1) hour increments. However, at no time shall an employee be permitted to donate PTO if such donation would cause the employee's PTO bank to fall below forty (40) hours. The forty (40) hour limit is net of pending PTO already scheduled for the employee.

Employees wishing to donate PTO must do so in writing, complying with such reasonable deadlines as necessary to ensure timely payroll processing.

Donated PTO will be used on a first in, first out basis and shall not be deducted from the employee's leave bank until the pay period for which it is needed, to avoid any need to return donated leave to the donor.

12.5 Payment of Paid Time Off Upon Separation

Upon separation an employee (or deceased employee's beneficiary) shall receive payment equal to sixty-five percent (65%) of such employee's then accrued and unused PTO bank.

In the event of an employee's death due to an on the job injury or illness as determined by the Washington State Department of Labor and Industries, the deceased employee's beneficiary shall receive payment equal to 100% of the employees then accrued and unused PTO bank up to the accrual and carryforward maximum.

An employee recalled to work from layoff under the provisions of Article 16 shall be provided a PTO bank equivalent to thirty-five percent (35%) of the number of hours held prior to separation due to layoff.

ARTICLE 13 – ON THE JOB INJURIES/KOS/L&I PREMIUM

13.1 Kept on Salary (KOS)

An employee who sustains an occupational injury or illness while acting in the course of employment and qualifies for time loss through Labor & Industries (L&I) shall continue to receive the regular salary for up to two hundred (200) hours of missed work per claim (prorated for part-time employees based on FTE status).

13.2 Family and Medical Leave Act (FMLA) Designation

The City will designate FMLA for eligible employees and qualifying events, consistent with the law. The City will pay its portion of the employee's health insurance benefit while on FMLA, as required.

13.3 Time Loss Compensation

If the absence exceeds the Kept on Salary (KOS) hours provided in 13.1, the employee shall receive any applicable worker's compensation time-loss benefits directly from L&I. The employee may offset any reduction in regular pay, up to a maximum of 100%, with use of the employee's eligible accrued leave, as provided in Department of Labor and Industries rules. Once FMLA is exhausted and while receiving L&I time loss compensation, the employee may either use accrued leave to pay the full employer and employee premiums, or go on COBRA to maintain health insurance benefits.

13.4 L&I Premium

Employees shall pay their portion of any industrial insurance premiums as identified by L&I.

13.5 Temporary Modified Duty

The City will consider temporary modified duty assignments for employees who are temporarily unable to perform their regular duties, pursuant to Personnel Policy and Procedure 1200-03 Temporary Modified Duty.

ARTICLE 14 – LEAVES OF ABSENCE

14.1 In General

All leaves are to be requested in writing as far in advance as possible. Denial of leave shall be in writing upon request of the employee.

14.2 Jury Duty/Court

Employees subpoenaed to appear as a witness in a court proceeding as a result of their official City of Lakewood duties or directed to appear for jury service will receive pay at their regular rate of pay for work hours missed because of their required service. Employees must notify their supervisors upon receipt of a directive or subpoena for jury or witness duties, keep their supervisors apprised of the schedule for their jury or witness duties, and report to work when the court schedule permits. Any compensation paid to an employee for jury or witness service, other than reimbursement for expenses, must be paid to the City upon receipt.

An employee who is relieved of jury duty on or before the mid-point of his or her shift shall contact the employee's supervisor for return to work instructions.

14.3 Military Leave

All regular employees shall be allowed military leave as required by RCW 38.40.060. This provides for twenty-one (21) working days of paid military leave per year (October 1 through September 30).

14.4 Bereavement

Employees who suffer a death of the employee's child (biological, step, adopted and foster), spouse, parent, grandparent, grandchild, step family member (parent, sister or brother), in-law (parent, sister or brother) or any person residing in the employee's household who qualifies as a dependent under Internal Revenue Service (IRS) regulations or of their registered domestic partner shall be granted up to three (3) days off with full pay for each loss. Additional leave may be granted at the discretion of the City and such additional bereavement leave shall be deducted from accrued paid time off. Bereavement leave must be taken in close proximity to and within thirty (30) days of the event unless approved by the City Manager or designee.

14.5 Seniority Adjustments

The City shall adjust the employee's anniversary date to reflect any period of unpaid leave in excess of thirty (30) continuous calendar days. Seniority shall continue to accrue and the employee's anniversary date shall not be adjusted for periods of legally protected leave, such as federal FMLA, state Paid Family Medical Leave (PFML), or military leave.

14.6 Leave Without Pay

If authorized by the City, regular employees may take up to ninety (90) continuous calendar days of leave without pay exclusive of FMLA leave. Leaves without pay of thirty (30) days or less require approval by the Department Director. Leaves without pay in excess of thirty (30) calendar days require authorization by the City Manager or designee.

14.6.1 While on leave without pay no benefits shall accrue. The employee shall be responsible for payment of any health insurance premiums during periods of unpaid leave. Furthermore, the rules of all benefit providers shall apply.

14.7 Family Leave

The City will comply with the provisions of federal and state family medical leave laws and will administer those law pursuant to City Policy and Procedure 800-07 Family and Medical Leave Act Leave of Absence, and 800-25 Paid Family Medical Leave. The City and employee shall each pay a portion of the Paid Family Medical Leave (PFML) premium to fund benefits pursuant to RCW 50A.04.

ARTICLE 15 – HEALTH AND WELFARE

15.1 Insurance Benefits

The City agrees to provide the option of medical, dental, vision, and life insurance to all regular full-time, regular part-time, regular with an end date (limited term), represented temporary employees, and their dependents.

15.1.1 Medical Insurance - The medical insurance plans offered shall be AWC Healthfirst 250, Kaiser Permanente \$20 Copay, and a High Deductible Health Plan with Health Savings Account, as offered through the Association of Washington Cities Benefit Trust.

The City shall pay the equivalent of one hundred percent (100%) of the premiums for employee and dependent medical coverage of the applicable tiered rate premiums for AWC HDHP with HSA contributions for the applicable year as identified below.

Category	Annual Contribution
Employee Only	\$3,350.00
Employee and Spouse	\$4,500.00
Employee, Spouse and 1 Child	\$5,750.00
Employee, Spouse and 2 or More Children	\$6,750.00
Employee and 1 Child	\$4,500.00
Employee and 2 or More Children	\$5,750.00

Refer to Personnel Policy #800-16 for additional HDHP plan information.

If a plan other than the HDHP is selected, the employee shall pay any premiums in excess of the combined cost of the tiered HDHP plan premium plus the associated HSA contributions. If premiums are less expensive, the difference of up to \$500 per year will be placed into a Flexible Spending Account (FSA) for the affected employee as allowed by IRS rules, with any additional difference paid to the employee as taxable wages.

15.1.2 Plan Elimination

If a medical, dental, or vision plan offered by the City is going to be eliminated, the parties will meet and bargain new plans. If no agreement is reached in time to ensure employees' continuous insurance coverage, the City will move employees to the next available plan offering the closest available substantially similar coverage.

15.1.3 Medical Insurance Premiums for Part-time Employees

City premium contributions will be prorated based on FTE status for those employees who work less than full-time and are eligible for health insurance benefits pursuant to Article 2.1.

15.1.4 Medical Insurance Opt-out Payment

Employees eligible for health insurance benefits pursuant to Article 2.1 may opt out of medical insurances pursuant to City policy 800-13, and will receive \$300 per month in lieu of medical insurance benefits. Benefit-eligible part-time employees may opt out of medical insurance on a pro-rated basis pursuant to City policy 800-12.

15.1.5 Dental and Vision

The City shall pay one hundred percent (100%) of the premium for full-time employee coverage and one hundred percent (100%) of the premium for full-time employee's dependent coverage for dental and vision insurance coverage. The vision plan in effect at the time of this Agreement is Vision Services Plan (VSP). The dental insurance plan in effect at the time of this Agreement is Delta Dental Plan E as offered through the Association of Washington Cities.

City premium contributions will be prorated based on FTE status for those employees who work less than full-time and are eligible for health insurance benefits pursuant to Article 2.1. Where underwriting rules do not allow for strict prorating, alternate calculations may apply with the intent to provide appropriate overall benefit percentages.

15.1.6 Life Insurance

The City shall pay one hundred percent (100%) of the premium for an employee's term life insurance coverage that has a policy value of the annual base rate of pay of the employee, rounded up to the next thousand. The employee is responsible for any taxes associated with this benefit.

15.1.7 Survivor Income Life Insurance

The City agrees to pay one hundred percent (100%) of the premium for a survivor income life insurance policy, which provides a monthly benefit to an employee's eligible spouse and children upon the employee's death. The survivor income life insurance policy in effect at the time of this Agreement is Standard Insurance Company Policy 625349-A.

15.1.8 Long Term Disability Insurance

The City agrees to pay one hundred percent (100%) of the premium for long term disability policy with a ninety (90) day waiting period for each employee. The long term disability insurance plan in effect at the time of this Agreement is Standard Insurance Company Policy 625349-B.

15.2 Flexible Spending Account (FSA)

The City shall provide an eligible IRS Section 125 Flexible Spending Account. Employees may voluntarily elect to participate in the reimbursement program to pay medical or dependent care

expenses with pre-tax dollars. The City makes no contribution beyond that described in Section 15.1.1, no assurance of ongoing participation, and assumes no liability for claims or benefits.

15.3 Social Security Replacement and Retirement

The City shall provide a Social Security Replacement Account for each employee, as currently offered through Mission Square. The contribution rates shall be 4.77% for the City and 6.2% for the employee based on total wages.

Employees in eligible positions will be covered by the Washington State Public Employees Retirement System (PERS). . The City and employee shall pay the contribution rates established by statute.

The City shall provide Medicare contributions pursuant to federal law, and the required employee contributions shall be deducted from the employees' wages.

15.4 Deferred Compensation

The City shall match the employee's contribution, by payroll deduction, to a qualified 457 deferred compensation plan in an amount up to but not to exceed three percent (3%) of the employee's base monthly pay rate.

Effective 1/1/26, the City will provide an additional 1% match for employees with 10+ years of service (up to 4% total match), and an additional 1% match for employees with 20+ years of service (up to 5% total match).

ARTICLE 16 – LAYOFF & RECALL

16.1 Layoff

A layoff is defined as the anticipated and ongoing or prolonged reduction in the number of full-time equivalent (FTE) positions, the number of part-time positions, or reduction in hours within a job classification covered by this Agreement. A reduction in force or classification may occur because of lack of funds, lack of work, efficiency or reorganization. Reductions in force are identified by classification within the affected department. Regular with end date employees (as defined in this Agreement) shall not be considered laid off at the conclusion of their project or term, and the City will not contest unemployment claims indicating termination due to lack of work. The City shall determine the position(s) within the affected department(s) to be eliminated or reduced in hours. The provisions of this Article shall determine which employee is ultimately laid off.

16.2 Notification of Layoff to Union

The Union shall be notified in writing of any reduction in hours proposed by the City, including the purpose, scope, and duration of the proposed reduction, along with an updated seniority list. The City and the Union shall meet at least one (1) week prior to the notice period identified in 16.6 below to discuss the reasons and timelines for the layoff and to review any suggestions concerning possible alternatives to layoff. Union concerns shall be considered by the City prior to implementation of layoff. The City and Union shall discuss the timeline and process for providing notification to impacted employees. Ongoing discussions shall not preclude the City from requesting volunteers to change employment status for the purpose of cost savings or from moving forward with notifications to employees as identified below.

16.3 Seniority for Purpose of Layoff

Seniority for the purpose of layoff, bumping, and recall rights shall be the length of continuous service with the City in the specific classification involved and in all higher bargaining unit classes the employee has held. Employees who are transferred between departments shall carry their seniority, as defined above, from their previous department to the department to which they are transferred.

In the event of two (2) employees having the same seniority, City seniority shall be determinative. In the event of two (2) employees having the same City seniority, bargaining unit seniority shall be determinative. In the event of two (2) employees having the same bargaining unit seniority, seniority shall be determined by lot.

16.4 Order of Layoff

If there are more positions identified for layoff than employees who volunteer pursuant to Article 16.5 and if there are probationary employees in the classification, the probationary employee(s) shall be laid off and shall be ineligible to select among layoff options.

No regular employees shall be subject to layoff while there are temporary, represented temporary, probationary, internship, extra help or seasonal employees serving in the same classification. When a regular employee is laid off, seniority (as defined in Section 16.2) shall determine the affected employee within the affected department.

16.5 Volunteering for Layoff

Prior to providing written notice to employees in positions identified for layoff pursuant to Article 16.6, the City shall seek volunteers for layoff from among those employees who work in the job classification(s) identified for reduction of positions. The request for volunteers for layoff shall be posted for five (5) business days. If there are more employees who volunteer for layoff than employees in positions to be eliminated, layoffs will occur among those employees who volunteered based on total City seniority in descending order. Employees who volunteer for layoff retain recall rights as described in Section 16.8 but are not eligible to select among layoff options. The City and Union may collaborate on an incentive program to encourage volunteers for layoff.

16.6 Notification of Layoff to Employee

Employees in positions identified for layoff shall be given formal written notice of layoff and a copy of the classification seniority list at least thirty (30) calendar days prior to the effective date of layoff. If the City does not provide thirty (30) calendar days written notice, the City shall compensate the employee at his or her normal rate of pay and benefits for the time between the last day of work and thirty (30) calendar days from the date the employee receives the notice of layoff, in addition to any other compensation due the employee. The notice shall include identification of the applicable bumping opportunity, if any. A single thirty (30) calendar day notice is required, irrespective of the number of bumps that occur.

16.7 Layoff Options

Employees who have been notified of layoff and have completed their probationary period shall have the following options:

- Accept layoff and retain recall rights
- Accept an offer of placement in a vacant regular or temporary position within the same classification for which they qualify and retain recall rights
- Exercise bumping rights and retain recall rights
- Accept an offer of a reduction in hours and retain recall rights

16.7.1 Accept Placement in a Vacant Position - An employee may be offered placement in a vacant position within the same classification for which the employee meets the minimum qualifications or may be offered a temporary position if one is available and the employee has the ability to perform the work. An employee who accepts such an assignment in a regular or temporary position will retain recall rights. An employee who has been notified of layoff and who accepts a temporary assignment will be provided the benefits and provisions of the temporary assignment.

16.7.2 Bumping Rights - An employee desiring to exercise bumping rights must do so by delivering written notice to Human Resources within five (5) working days of receipt of layoff notice.

Bumping rights may be exercised as follows:

- a. An employee shall first have the right to bump the least senior regular employee in the employee's current classification within another department in the City; except that non civil service employees shall not have the right to bump into civil service positions.
- b. If no bumping option exists under 16.7.2.a, the employee shall next have the right to bump the least senior regular employee in the next lower classification within the employee's current classification series as defined in Appendix C; then the next lower job classification within the employee's current classification series, progressively.
- c. If no bumping option exists under 16.7.2.b within the employee's current classification series, the employee shall next have the right to bump the least senior regular employee in the most recently held classification in which he/she has held status at the City of Lakewood within the last four (4) years; then the next lower job classification within the last four (4) years, progressively.
- d. If no bumping option exists under 16.7.2.c, the employee shall next have the right to bump the least senior Regular with End Date employee in a position within the employee's classification series for which the employee is qualified.

If no bumping options exist under 16.7.2.a, 16.7.2.b, 16.7.2.c, or 16.7.2.d, then the employee has no bumping rights.

In all cases involving bumping, the following provisions must apply:

- a. Employees exercising bumping rights must meet the minimum qualifications for the position as described in the job description and civil service rules, if applicable.
- b. Employees exercising bumping rights must have more seniority (as defined in Section 16.3) than the person being bumped.
- c. Employees exercising bumping rights shall not bump into a higher classification. Regular full-time employees shall have the option of bumping full or part-time employees. Regular part-time employees may only bump part-time employees with an equal or lesser FTE status.

An employee who has exercised bumping rights shall retain the employee's current salary providing it does not exceed the maximum salary of the new range. If the

employee's current salary exceeds the maximum of the new range, the employee's salary shall be reduced to the maximum of the new range. An employee bumping to another position shall retain the employee's previous anniversary date for purposes of eligibility for salary increases.

16.8 Recall

An employee impacted by layoff as defined in Section 16.1 shall be entitled to recall to a position within the classification held immediately prior to the layoff for a period of eighteen (18) months from the effective date of the layoff. Recall from layoff shall be in order of seniority.

IT SHALL BE THE RESPONSIBILITY OF ANY LAID OFF EMPLOYEE TO PROVIDE THE CITY WITH THE EMPLOYEE'S CONTACT INFORMATION.

An employee shall be considered to have relinquished all recall rights if:

- The employee elects not to accept one (1) offer to return to work in the classification from which the employee was laid off;
- The employee fails to respond within seven (7) calendar days of the offer of recall.

If an employee elects not to accept an offer of recall to a position with fewer hours, the employee retains recall rights for the balance of the recall period. An employee who is recalled to a regular position will not have to serve a probationary period.

Employees shall not lose any previously accrued seniority as a result of layoff for a period of up to eighteen (18) months, provided that no benefits shall be accrued during the period of layoff. Employees who have separated from service as a result of layoff shall be recalled to the same salary step and PTO accrual rate at the time of layoff. Employees recalled from a lower classification shall be recalled to the same salary step, but shall continue to accrue PTO according to the schedule listed in Article 12.

Employees recalled from layoff shall be credited with a PTO bank equivalent to thirty-five percent (35%) of the PTO hours the employee had in their bank at the time of layoff.

16.9 Re-employment

During the eighteen (18) month recall period, employees who have been laid off shall be sent announcements for positions being filled within the bargaining unit for which there are no laid off employees with recall rights.

Laid off employees will have the opportunity to apply during the three (3) day internal posting period.

A laid off employee who is re-employed in a regular position with the City in a classification other than from which the employee last held shall serve a probationary period of three (3) months. The probationary period may be extended up to an additional three (3) months. An employee who does not successfully complete the probationary period shall be eligible for recall to the classification held prior to layoff for the remaining portion of the eighteen (18) month recall period.

Employees who have separated from service as a result of layoff and who are re-employed during the recall period shall receive the same PTO accrual rate at the time of layoff and shall

be credited with a PTO bank equivalent to thirty-five percent (35%) of the PTO hours the employee had in their bank at the time of layoff.

16.10 Unemployment Claims

The City will not contest the unemployment benefit claim of employees who are laid off under the provisions of the Article and apply for unemployment compensation benefits and indicate termination of employment due to bona fide layoff.

ARTICLE 17 – LABOR / MANAGEMENT COMMITTEES

17.1 Purpose of Committee

The City and the Union agree that, from time to time, suggestions and issues of a general nature affecting the Union and the City need consideration.

The Labor/Management Committee shall have no collective bargaining authority and understandings reached by the parties will be supported by the parties, but shall not alter or modify any provisions of the collective bargaining agreement.

Labor/Management meetings shall be scheduled quarterly or as requested by either party to discuss matters of mutual concern. Such meetings will occur during normal business hours. Not less than five (5) business days before the meeting is to be held, each party will advise the other of matters to be placed on the agenda. Unless otherwise agreed, the agenda will be limited to such matters.

17.2 Composition of Committee

The Labor Management Committee meetings will include a minimum of three (3) and a maximum of five (5) representatives from each party, unless otherwise mutually agreed upon. Said committee shall attempt to meet for the purpose of discussing and facilitating the resolution of issues that may arise between the parties other than those for which another procedure is provided by law or other provisions of this Agreement.

17.3 Compensation

All meeting time spent by members of the joint Labor-Management Committee will be considered time worked if during duty hours and will be paid at the appropriate regular rate of pay.

17.4 Joint Labor Council

From time to time the City Manager may convene a joint labor council to discuss matters of mutual concern. Labor representation shall consist of a maximum of two (2) representatives from each of the City's bargaining units.

The Joint Labor Council shall have no collective bargaining authority and understandings reached by the parties will be supported by the parties, but shall not alter or modify any provisions of the collective bargaining agreement.

ARTICLE 18 – SAFETY AND SECURITY

18.1 Safe Workplace

The City is responsible for maintaining a safe workplace. The City shall comply with all federal, state, and local laws applicable to the safety and health of its employees.

Employees who reasonably believe there is a workplace safety issue shall immediately contact a supervisor who shall make a determination with regard to safety. The supervisor's determination will be final and the employee will perform the work but may refer the matter to the safety committee or Human Resources.

All on-the-job injuries must be reported promptly (as soon as possible and within 24 hours) to the injured employee's supervisor. Employees must immediately notify their supervisor if they are unable to work because of a work-related injury or illness.

18.2 Safety Plan

The City shall develop and follow written policies and procedures to address on-the-job safety in conformance with state and federal laws.

18.3 Drug Free Workplace

The Drug Free Workplace Act of 1988 for federal contractors and grant recipients requires that the City provide a drug free workplace. The City has established Personnel Policy and Procedure 500-10 Alcohol and Drug Free Work Environment, and employees are expected to be familiar with and comply with its requirements.

18.4 Workplace Violence

Workplace violence, including threats of violence by or against a City employee, will not be tolerated and shall be immediately reported to the employee's direct supervisor, department director, or Human Resources, whether or not physical injury occurs.

18.5 Use of Electronic Monitoring Systems

The City uses electronic monitoring systems to provide for workplace safety and security and to increase operating efficiencies and performance. The following does not apply to any electronic monitoring performed as part of any criminal investigation pertaining to specific employees.

18.5.1 Current Systems

Key Cards: The City issues employees key cards which provide access to specific facilities or areas of facilities. The data from this system is capable of showing a record of employee movement through the facility.

Video Cameras: The City currently uses video cameras, both motion-activated and continuous on a ninety (90) day recording loop in hallways and foyers of City facilities and other areas of the Municipal Court and Police Department and may add cameras in entry and exit areas adjacent to and within critical locations such as server rooms, and other areas where high value items are located. Entrances to areas restricted to employees where video cameras are in use will be clearly marked. Cameras will not be used to record audio.

Global Positioning System (GPS) Technology: The City may install and use global positioning system (GPS) technology on City vehicles to enhance employee safety and the ability of supervisors in the field to allocate resources as needed, and specifically during snow and ice removal or other emergency operations. Additionally, there is the

ability to conduct historical reviews of employee locations that can provide accuracy and transparency during complaint investigations. All City vehicles driven by ASCME members will be marked with signage indicating that GPS devices may be in use.

18.5.2 Notice of Additional Systems: The union and employees shall be notified prior to implementation of any additional forms of electronic monitoring proposed by the City to be implemented on a routine and ongoing basis for the primary purpose of monitoring workplace safety and security or employee productivity and performance.

18.5.3 Access: City supervisors and above have the authority to access systems to monitor and improve workplace safety and productivity, to respond to lawful public disclosure requests, and when necessary to use as a fact finding tool for a complaint investigation. Supervisors and above may request to review specific information for a specific incident when there is a specific articulable reason justifying such review. Such reviews for complaint investigation purposes require Human Resources Director approval.

18.5.4 Use of Data: Historic data may not be used to monitor or evaluate an employee's performance. Data acquired by electronic means may be used to evaluate workplace productivity or compliance with standards of conduct. The City will not use such electronic monitoring data as the catalyst or the primary basis to initiate an investigation and will not rely solely on such data to take disciplinary action. Disciplinary action is not the focus or intent of the use of these electronic monitoring systems, however the data may be used as a tool in a fact finding investigation into a complaint made against a City employee. In the event that data acquired by electronic means is used as the basis for any discipline, the employee who is the subject of such discipline and the Union shall have the right to obtain a copy of such data prior to the discipline being imposed.

18.5.5 Record Retention: Records will be retained in accordance with State records retention law. If records requested identify a specific employee, the employee shall be provided notice prior to the release of such records in accordance with applicable law.

ARTICLE 19 - GRIEVANCE PROCEDURE

19.1 Grievance Defined

A "Grievance" means a claim or dispute by an employee, the Union, or City with respect to the interpretation or application of the provisions of this Agreement. Grievance time frames may be held in abeyance when the parties have mutually agreed. Mediation may be considered at any step in the grievance procedure.

19.2 Grievance Procedure

In the event of a grievance, the following procedure shall be used:

Step 1 – An employee, the Union, or the City must present a grievance in writing within ten (10) working days of its alleged occurrence or within ten (10) days of when the grievant knew or should have known of its alleged occurrence, to the employee's designated supervisor, defined as the supervisor charged with conducting the employee's performance evaluation as of the date the grievance is submitted, with a copy to Human

Resources and the affected employee. The grievance should be signed by the employee, Union, or City representative and must state the issue, the section of this Agreement violated, facts giving rise to the grievance, and the remedy sought. The designated supervisor shall consult with the Union to try to resolve the grievance and shall respond in writing within ten (10) working days after it is presented to him or her.

If a grievance is not presented within the time limits set forth above, it shall be considered waived.

Step 2 - If the employee, Union, or the City is not satisfied with the solution of the designated supervisor, the grievance, in writing, together with all pertinent materials may be presented to the Department Director in writing, with a copy to Human Resources, by the employee, Union, or City within ten (10) working days after receiving the designated supervisor's response. The department director shall consult with the Union to try to resolve the grievance and shall respond in writing within ten (10) working days after it is presented to him or her. If the department director is the designated supervisor as defined in Step 1 above, the written grievance may be immediately advanced to Step 3 below.

Step 3 - If the grievance is not satisfactorily resolved by the department director and the Union, the City Manager or designee and the Union Staff Representative will meet for purposes of resolution of the grievance or to acknowledge that mutually agreeable resolution is not possible. If mutually agreeable resolution is not possible, within thirty (30) working days following the response and acknowledgement, the Union or City may refer the grievance to an arbitrator. Employee grievances must have approval of the Union officers prior to being referred to an arbitrator.

Step 4 - Arbitration – If agreement cannot be reached as to the arbitrator, the parties shall jointly request the Public Employment Relations Commission to provide a panel of seven (7) arbitrators from which the parties may select one (1). The representatives of the City and the Union shall alternately eliminate the name of one (1) person from the list until only one (1) name remains. The person whose name is not eliminated shall be the arbitrator. It shall be the function of the arbitrator to hold a hearing at which the parties may submit their cases concerning the grievance. The arbitrator shall render his or her decision based on the alleged violation of the provision(s) of this Agreement within thirty (30) days after such hearing. The decision shall be final and binding upon both parties to the agreements, provided the decision does not involve action by either party which is beyond its jurisdiction. The expenses of the arbitrator shall be shared equally by the City and the Union. Each party shall be responsible for compensating its own witnesses and representatives, including attorney's fees, not to include witnesses that are members of the bargaining unit. The arbitrator shall consider and decide upon only the specific issue(s) submitted in writing by the City and the Union and shall have no authority to make a decision on any other issue not so submitted.

19.3 Schedule of Meetings

Upon request, and without unnecessary delay, an employee representative's immediate supervisor or designee shall allow the employee representative during normal work hours, without loss of pay, reasonable time to:

19.3.1 Investigate any grievance or dispute so that same can be properly presented in accordance with the grievance procedure.

19.3.2 Attend meetings with City representatives when such meetings are necessary to adjust grievances or disputes. Meetings with designated personnel will be by appointment and held without delay when possible.

19.3.3 Confer with a staff representative of the Union and/or employees on City premises, at such time and places as may be authorized by the employee in advance of the intended meetings.

For the purposes of this Article and Article 4.3, obtaining coverage to ensure minimum staffing levels shall not be considered an unnecessary delay. The City shall not be obligated to provide coverage immediately if the use of overtime is the only means of providing that coverage. Any activity conducted pursuant to these sections shall be without disruption to the workplace.

ARTICLE 20 - NO STRIKE / NO LOCKOUT

20.1 No Strike / No Lockout

The Union agrees during the life of this Agreement that there shall be no strikes, slow-downs, or stoppage of work, or any interference with the efficient operation of the City. Any such action shall be subject to disciplinary action, including termination and replacement of the involved employees. The City shall not lockout any employee during the life of this Agreement.

ARTICLE 21 – MANAGEMENT RIGHTS AND RESPONSIBILITIES

21.1 Management Rights and Responsibilities

The City agrees that the exercise of the above rights will be consistent with the provisions of this Agreement and RCW 41.56.

The City retains all rights of management, which, in addition to all duties and rights established by constitutional provision or statute, will include but not be limited to, the right to:

- a. Determine the City's functions, programs, organizational structure, and use of technology;
- b. Determine the City's budget and size of the City's workforce;
- c. Direct and supervise employees;
- d. Take all necessary actions to carry out the mission of the City and its institutions during emergencies as defined in RCW 38.52;
- e. Determine the City's mission and strategic plans;
- f. Develop, enforce, modify policies and procedures;
- g. Determine or consolidate the location of operations, offices, work sites, including permanently or temporarily moving operations in whole or part to other locations;
- h. Establish or modify the workweek, daily work shift, hours of work, and days off;
- i. Select, hire, assign, reassign, evaluate, retain, promote, demote, transfer, and lay off employees;
- j. Determine, prioritize, and assign work to be performed;
- k. Determine the need for and the method of scheduling, assigning, authorizing, and approving overtime;
- l. Determine training needs, method of training, and employees to be trained;

- m. Take disciplinary actions with just cause.

ARTICLE 22 - GENERAL PROVISIONS

22.1 Severability Clause

If any provision of this Agreement shall be held invalid by operation of law or any tribunal of competent jurisdiction, or if compliance or enforcement of any provision shall be restrained by such tribunal pending final determination as to its validity, the remainder of this Agreement shall not be held invalid and shall remain in full force and effect. Upon the request of one party to the other, the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement of such invalid provision.

Any and all prior agreements, practices, policies, rules, and regulations regarding terms and conditions of employment to the extent inconsistent with the provisions of this Agreement are hereby superseded.

22.2 Conflict with Laws

Should any provision of this Agreement be found to be in violation of any Federal or State law, all other provisions of this Agreement shall remain in full force and effect for the duration of this agreement and the provision found to be in violation shall be immediately re-negotiated by the parties.

ARTICLE 23 – ENTIRE AGREEMENT

23.1 Duration Clause

The Agreement shall become effective on January 1, 2024, and remain in full force and effect through December 31, 2027.

If either party wishes to amend or extend the Agreement upon its expiration, notice of such intent must be given no later than ninety (90) calendar days prior to the expiration of the Agreement. The City will maintain the status quo with respect to the matters covered by this Agreement during negotiations for a new agreement, following the procedures and time lines of RCW 41.56.

23.2 Entire Agreement

The agreement expressed herein in writing constitutes the entire agreement between the parties, and there shall be no amendments except in writing and with agreement of both parties.

SIGNATURES

Dated _____, 2024

City of Lakewood Employees Local
Number 1938 of the
American Federation of State, County,
And Municipal Employees, AFL-CIO

Approved by City Council
City of Lakewood

Tyler Wells, Local 1938 President

John J. Caulfield, City Manager

Eddie Allan, Council 2 Deputy Director

ATTEST:

Briana Schumacher, City Clerk

APPROVED AS TO FORM:

Heidi Ann Wachter, City Attorney

Appendix A

		AFSCME Salary Schedule 2024 (5% Adjustment)												
Job Classification		AFSCME Contract 2024-2027												
*Exempt from FLSA overtime	Range		Entry	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Master
Court Clerk Office Assistant	18	hr	\$27.27	\$27.81	\$28.37	\$28.94	\$29.52	\$30.11	\$30.71	\$31.32	\$31.95	\$32.59	\$33.24	\$34.07
		pp	\$2,363	\$2,410	\$2,459	\$2,508	\$2,558	\$2,609	\$2,661	\$2,714	\$2,769	\$2,824	\$2,881	\$2,953
		mo	\$4,726	\$4,821	\$4,917	\$5,016	\$5,116	\$5,218	\$5,323	\$5,429	\$5,538	\$5,648	\$5,761	\$5,905
		yr	\$56,712	\$57,846	\$59,003	\$60,183	\$61,386	\$62,614	\$63,866	\$65,144	\$66,447	\$67,776	\$69,131	\$70,859
Animal Control Officer Permit Technician	25	hr	\$31.29	\$31.92	\$32.56	\$33.21	\$33.87	\$34.55	\$35.24	\$35.95	\$36.67	\$37.40	\$38.15	\$39.10
		pp	\$2,714	\$2,766	\$2,821	\$2,878	\$2,935	\$2,994	\$3,054	\$3,115	\$3,177	\$3,241	\$3,305	\$3,388
		mo	\$5,423	\$5,532	\$5,642	\$5,755	\$5,870	\$5,988	\$6,107	\$6,230	\$6,354	\$6,481	\$6,611	\$6,776
		yr	\$65,083	\$66,385	\$67,712	\$69,066	\$70,448	\$71,857	\$73,294	\$74,760	\$76,255	\$77,780	\$79,336	\$81,319
Evidence Technician Maintenance Worker	26	hr	\$31.94	\$32.58	\$33.23	\$33.89	\$34.57	\$35.26	\$35.97	\$36.69	\$37.42	\$38.17	\$38.93	\$39.91
		pp	\$2,769	\$2,823	\$2,879	\$2,937	\$2,996	\$3,056	\$3,117	\$3,179	\$3,243	\$3,307	\$3,374	\$3,458
		mo	\$5,535	\$5,646	\$5,759	\$5,874	\$5,991	\$6,111	\$6,233	\$6,358	\$6,485	\$6,615	\$6,747	\$6,916
		yr	\$66,421	\$67,749	\$69,104	\$70,486	\$71,896	\$73,334	\$74,801	\$76,297	\$77,822	\$79,379	\$80,967	\$82,991
Administrative Assistant	27	hr	\$32.58	\$33.23	\$33.89	\$34.57	\$35.26	\$35.97	\$36.69	\$37.42	\$38.17	\$38.93	\$39.71	\$40.70
		pp	\$2,823	\$2,879	\$2,937	\$2,996	\$3,056	\$3,117	\$3,179	\$3,243	\$3,307	\$3,374	\$3,441	\$3,527
		mo	\$5,646	\$5,759	\$5,874	\$5,991	\$6,111	\$6,233	\$6,358	\$6,485	\$6,615	\$6,747	\$6,882	\$7,054
		yr	\$67,749	\$69,104	\$70,486	\$71,896	\$73,334	\$74,801	\$76,297	\$77,822	\$79,379	\$80,967	\$82,586	\$84,650
Finance Technician Lead Court Clerk Police Administrative Technician	28	hr	\$33.23	\$33.89	\$34.57	\$35.26	\$35.97	\$36.69	\$37.42	\$38.17	\$38.93	\$39.71	\$40.51	\$41.52
		pp	\$2,879	\$2,937	\$2,996	\$3,056	\$3,117	\$3,179	\$3,243	\$3,307	\$3,374	\$3,441	\$3,510	\$3,598
		mo	\$5,759	\$5,874	\$5,991	\$6,111	\$6,233	\$6,358	\$6,485	\$6,615	\$6,747	\$6,882	\$7,020	\$7,195
		yr	\$69,104	\$70,486	\$71,896	\$73,334	\$74,801	\$76,297	\$77,822	\$79,379	\$80,967	\$82,586	\$84,238	\$86,343
Public Records and Legal Specialist	29	hr	\$33.87	\$34.55	\$35.24	\$35.95	\$36.66	\$37.40	\$38.15	\$38.91	\$39.69	\$40.48	\$41.29	\$42.32
		pp	\$2,937	\$2,995	\$3,055	\$3,116	\$3,178	\$3,242	\$3,306	\$3,373	\$3,440	\$3,509	\$3,579	\$3,668
		mo	\$5,872	\$5,989	\$6,109	\$6,231	\$6,356	\$6,483	\$6,613	\$6,745	\$6,880	\$7,018	\$7,158	\$7,337
		yr	\$70,463	\$71,873	\$73,310	\$74,776	\$76,272	\$77,797	\$79,353	\$80,940	\$82,559	\$84,210	\$85,895	\$88,042
Court Compliance Officer Permit Coordinator Recreation Coordinator	30	hr	\$34.57	\$35.26	\$35.96	\$36.68	\$37.41	\$38.16	\$38.93	\$39.70	\$40.50	\$41.31	\$42.13	\$43.19
		pp	\$2,996	\$3,055	\$3,117	\$3,179	\$3,243	\$3,307	\$3,374	\$3,441	\$3,510	\$3,580	\$3,652	\$3,743
		mo	\$5,991	\$6,111	\$6,233	\$6,358	\$6,485	\$6,615	\$6,747	\$6,882	\$7,020	\$7,160	\$7,303	\$7,486
		yr	\$71,886	\$73,324	\$74,791	\$76,287	\$77,812	\$79,368	\$80,956	\$82,575	\$84,226	\$85,911	\$87,629	\$89,820
Engineering Technician IT Specialist Lead Finance Technician	32	hr	\$35.95	\$36.67	\$37.40	\$38.15	\$38.92	\$39.69	\$40.49	\$41.30	\$42.12	\$42.97	\$43.82	\$44.92
		pp	\$3,116	\$3,178	\$3,242	\$3,307	\$3,373	\$3,440	\$3,509	\$3,579	\$3,651	\$3,724	\$3,798	\$3,893
		mo	\$6,232	\$6,357	\$6,484	\$6,613	\$6,746	\$6,881	\$7,018	\$7,159	\$7,302	\$7,448	\$7,597	\$7,787
		yr	\$74,791	\$76,287	\$77,812	\$79,369	\$80,956	\$82,575	\$84,227	\$85,911	\$87,629	\$89,382	\$91,170	\$93,449

Appendix A - Continued

Job Classification		Range	AFSCME Salary Schedule 2024 (5% Adjustment)											
			AFSCME Contract 2024-2027											
Exempt from FLSA overtime			Entry	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Master
Code Compliance/Safety Insp.	33	hr	\$36.66	\$37.39	\$38.14	\$38.90	\$39.68	\$40.47	\$41.28	\$42.11	\$42.95	\$43.81	\$44.68	\$45.80
Code Enforcement Officer		pp	\$3,178	\$3,240	\$3,305	\$3,371	\$3,439	\$3,507	\$3,578	\$3,649	\$3,722	\$3,797	\$3,872	\$3,969
Communications Coordinator		mo	\$6,354	\$6,481	\$6,610	\$6,742	\$6,877	\$7,015	\$7,155	\$7,298	\$7,444	\$7,593	\$7,745	\$7,939
SWM Compliance Inspector		yr	\$76,243	\$77,768	\$79,323	\$80,910	\$82,528	\$84,178	\$85,862	\$87,579	\$89,331	\$91,117	\$92,940	\$95,263
Construction Inspector														
Crime Analyst*														
Human Services Coord														
Program Coordinator	36	hr	\$38.90	\$39.67	\$40.47	\$41.28	\$42.10	\$42.94	\$43.80	\$44.68	\$45.57	\$46.48	\$47.41	\$48.60
		pp	\$3,371	\$3,439	\$3,508	\$3,578	\$3,649	\$3,722	\$3,797	\$3,873	\$3,950	\$4,029	\$4,110	\$4,212
		mo	\$6,743	\$6,878	\$7,015	\$7,155	\$7,299	\$7,445	\$7,593	\$7,745	\$7,900	\$8,058	\$8,219	\$8,425
		yr	\$80,912	\$82,530	\$84,181	\$85,865	\$87,582	\$89,334	\$91,120	\$92,943	\$94,801	\$96,697	\$98,631	\$101,097
Associate Planner	37	hr	\$39.67	\$40.47	\$41.28	\$42.10	\$42.94	\$43.80	\$44.68	\$45.57	\$46.48	\$47.41	\$48.36	\$49.57
Building Inspector		pp	\$3,439	\$3,508	\$3,578	\$3,649	\$3,722	\$3,797	\$3,873	\$3,950	\$4,029	\$4,110	\$4,192	\$4,297
		mo	\$6,878	\$7,015	\$7,155	\$7,299	\$7,445	\$7,593	\$7,745	\$7,900	\$8,058	\$8,219	\$8,384	\$8,593
		yr	\$82,530	\$84,181	\$85,865	\$87,582	\$89,334	\$91,120	\$92,943	\$94,801	\$96,697	\$98,631	\$100,604	\$103,119
IT Analyst	38	hr	\$40.49	\$41.30	\$42.12	\$42.97	\$43.83	\$44.70	\$45.60	\$46.51	\$47.44	\$48.39	\$49.35	\$50.59
Plans Examiner		pp	\$3,509	\$3,579	\$3,651	\$3,724	\$3,798	\$3,874	\$3,952	\$4,031	\$4,111	\$4,193	\$4,277	\$4,384
		mo	\$7,018	\$7,158	\$7,301	\$7,447	\$7,596	\$7,748	\$7,903	\$8,061	\$8,222	\$8,387	\$8,554	\$8,768
		yr	\$84,214	\$85,898	\$87,616	\$89,369	\$91,156	\$92,979	\$94,839	\$96,736	\$98,670	\$100,644	\$102,657	\$105,223
Assistant Civil Engineer*	39	hr	\$41.29	\$42.12	\$42.96	\$43.82	\$44.69	\$45.59	\$46.50	\$47.43	\$48.38	\$49.35	\$50.33	\$51.59
		pp	\$3,579	\$3,650	\$3,723	\$3,798	\$3,874	\$3,951	\$4,030	\$4,111	\$4,193	\$4,277	\$4,362	\$4,472
		mo	\$7,158	\$7,301	\$7,447	\$7,596	\$7,748	\$7,902	\$8,061	\$8,222	\$8,386	\$8,554	\$8,725	\$8,943
		yr	\$85,894	\$87,612	\$89,364	\$91,151	\$92,974	\$94,834	\$96,730	\$98,665	\$100,638	\$102,651	\$104,704	\$107,322
Finance Analyst *	40	hr	\$42.12	\$42.96	\$43.82	\$44.69	\$45.59	\$46.50	\$47.43	\$48.38	\$49.35	\$50.33	\$51.34	\$52.62
		pp	\$3,650	\$3,723	\$3,798	\$3,874	\$3,951	\$4,030	\$4,111	\$4,193	\$4,277	\$4,362	\$4,450	\$4,561
		mo	\$7,301	\$7,447	\$7,596	\$7,748	\$7,902	\$8,061	\$8,222	\$8,386	\$8,554	\$8,725	\$8,899	\$9,122
		yr	\$87,612	\$89,364	\$91,151	\$92,974	\$94,834	\$96,730	\$98,665	\$100,638	\$102,651	\$104,704	\$106,798	\$109,468
Construction Management Lead	43	hr	\$44.71	\$45.60	\$46.51	\$47.45	\$48.39	\$49.36	\$50.35	\$51.36	\$52.38	\$53.43	\$54.50	\$55.86
Maintenance Supervisor*		pp	\$3,874	\$3,952	\$4,031	\$4,111	\$4,194	\$4,278	\$4,363	\$4,450	\$4,539	\$4,630	\$4,723	\$4,841
		mo	\$7,749	\$7,904	\$8,062	\$8,223	\$8,387	\$8,555	\$8,726	\$8,901	\$9,079	\$9,260	\$9,445	\$9,682
		yr	\$92,983	\$94,843	\$96,740	\$98,675	\$100,648	\$102,661	\$104,714	\$106,808	\$108,945	\$111,124	\$113,346	\$116,180
Associate Civil Engineer*	45	hr	\$46.52	\$47.45	\$48.40	\$49.37	\$50.36	\$51.36	\$52.39	\$53.44	\$54.51	\$55.60	\$56.71	\$58.13
IT Administrator *		pp	\$4,032	\$4,112	\$4,195	\$4,279	\$4,364	\$4,451	\$4,540	\$4,631	\$4,724	\$4,818	\$4,915	\$5,038
Parks Development Project Manager		mo	\$8,064	\$8,225	\$8,389	\$8,557	\$8,728	\$8,903	\$9,081	\$9,263	\$9,448	\$9,637	\$9,829	\$10,075
		yr	\$96,769	\$98,705	\$100,679	\$102,692	\$104,746	\$106,841	\$108,978	\$111,158	\$113,381	\$115,648	\$117,961	\$120,910
Civil Engineer *	55	hr	\$56.68	\$57.81	\$58.97	\$60.15	\$61.35	\$62.58	\$63.83	\$65.10	\$66.41	\$67.73	\$69.09	\$70.82
		pp	\$4,912	\$5,011	\$5,111	\$5,213	\$5,317	\$5,424	\$5,532	\$5,643	\$5,756	\$5,871	\$5,988	\$6,138
		mo	\$9,825	\$10,021	\$10,222	\$10,426	\$10,635	\$10,847	\$11,064	\$11,285	\$11,511	\$11,741	\$11,976	\$12,276
		yr	\$117,892	\$120,250	\$122,655	\$125,108	\$127,610	\$130,162	\$132,765	\$135,421	\$138,129	\$140,892	\$143,709	\$147,302

Appendix B

This list is strictly for purposes of identifying clothing allotment and boot allowances and is not intended for any other purpose.

Community and Economic Development (CED)				
Building Inspector, Code Compliance/Safety Inspector				
Div	Qty	Item	Frequency	Notes
	1	Coveralls	Annually	
	1	Field Jacket	Replaced based on wear and tear	City Logo
	1	Raingear	Replaced based on wear and tear	
	1 ea	PPEs: Gloves, Hearing and Eye Protection, Safety Vest	Replaced based on wear and tear	
	1	Hard Hat	Replaced based on wear and tear	City logo
	1	Mud Boots	Replaced based on wear and tear	

Program Coordinator – RHSP/Abatements				
Div	Qty	Item	Frequency	Notes
RHSP	1	Field Jacket	Replaced based on wear and tear	City Logo
	3	Shirts	Replaced based on wear and tear	City logo
	1	Raingear	Replaced based on wear and tear	

Parks, Recreation and Community Services (PRCS)				
Maintenance Supervisor, Maintenance Worker				
Div	Qty	Item	Frequency	Notes
All	1 ea	PPEs: Gloves, Hearing and Eye Protection, Safety Vest	Replaced based on wear and tear	
All	1 ea	Hard Hat, Baseball Cap	Replaced based on wear and tear	City logo
All		Pants, Shirts, Sweatshirts, Thermal Overalls,	Replaced based on wear and tear	Specific items needed to ensure neat, clean, and standard dress

		Field Jacket Raingear		code appearance, and ANSI approved class III yellow as required.

Public Works Engineering (PWE)				
Construction Inspector, SWM Compliance Inspector,, Engineering Technician, Associate Engineering Technician				
Div	Qty	Item	Frequency	Notes
All	1 ea	Field Jacket, Rain gear	Replaced based on wear and tear	ANSI Approved class III yellow
All	1 ea	PPEs: Gloves, Hearing and Eye Protection, Safety Vest	Replaced based on wear and tear	
	1	Hard Hats, Mud Boots	Replaced based on wear and tear	City logo
All	1	Mud Boots	Replaced based on wear and tear	

Police				
Animal Control Officer; Code Enforcement Officer; Evidence Technician				
Div	Qty	Item	Frequency	Notes
AC	1	Field Jacket	Replaced based on wear and tear	City logo
AC	2	Jumpsuit	Replaced based on wear and tear	City logo and employee name
AC	2	Mock Turtleneck	Replaced based on wear and tear	
AC	1	Duty Belt/suspenders	Replaced based on wear and tear	
AC	1	Bullet Proof Vest	Replaced per manufacturer instructions	
AC	1	Hat	Replaced based on wear and tear	
AC	1	Kevlar duty gloves	Replaced based on wear and tear	

CE	1	Coveralls	Annually	
CE	1	Field Jacket	Replaced based on wear and tear	City logo
CE	1	Raingear	Every 3 years	
CE	1	Gloves, Hearing Protection	Replaced based on wear and tear	
CE	1	Eye Protection, Safety Vest	Replaced based on wear and tear	
CE	1	Hard Hats, Mud Boots	Replaced based on wear and tear	
EV	1	Rainproof winter jacket	Replaced based on wear and tear	City logo
EV	4	Long/short sleeve polo shirts	Replaced based on wear and tear	City logo
EV	2	Cargo style pants	Replaced based on wear and tear	
EV	1	Mock Turtleneck	Replaced based on wear and tear	
EV	1	Military style belt	Replaced based on wear and tear	

Municipal Court				
Court Compliance Officer				
Div	Qty	Item	Frequency	Notes
	1	Jumpsuit	Annually	City logo and employee's name
	1	Duty belt	Replaced based on wear and tear	
	1	Kevlar duty gloves	Replaced based on wear and tear	
	1	Bullet Proof Vest	Replaced per manufacturer instructions	
	1	Baton, 21" Telescopic, Holder	Replaced based on wear and tear	
	1	Flashlight	Replace based on wear and tear	Streamlight SL20X or equivalent
	1	Double Handcuff Case	Replaced based on wear and tear	or 2 single cases
	1	Handcuff with key hinged	Replaced based on wear and tear	
	1	Handcuff with key chain	Replaced based on wear and tear	

	1	Holder, Capstun	Replaced based on wear and tear	
	1	Holster, Level II Glock	Replaced based on wear and tear	
	1	Pouch, Magazine Vert/Hor	Replaced based on wear and tear	
	1	Tactical Handcuff Key, Large	Replaced based on wear and tear	

Steel Toe Boot Allowance

\$125 Annually Engineering Technician

\$250 Annually Animal Control Officer, Building Inspector, Code Compliance/Safety Inspector, Construction Inspector, SWM Compliance Inspector, Code Enforcement Officer, Court Compliance Officer, Maintenance Supervisor, Maintenance Worker

DEFINED CLASS SERIES

Class series are defined for purposes of administration of bumping rights pursuant to Article 16. Classes are listed in descending order within each class series, with the class requiring the greatest level of skills, knowledge and experience listed first.

Finance Analyst
Lead Finance Technician
Finance Technician

Civil Engineer
Associate Civil Engineer
Assistant Civil Engineer
Engineering Technician

Lead Court Clerk
Court Clerk

IT Administrator
IT Analyst
IT Specialist

Maintenance Supervisor
Maintenance Worker

Administrative Assistant*
Office Assistant*

Permit Coordinator
Permit Technician

*For the Administrative Assistant and Office Assistant classifications which have incumbents working in the Police Department and subject to Civil Service Rules, bumping rights shall apply only within or outside of the Police Department; there shall be no bumping from the Police Department to another City Department or vice versa.

REQUEST FOR COUNCIL ACTION

DATE ACTION IS REQUESTED: February 6, 2024	TITLE: Nisqually Partnership Project Design Services	TYPE OF ACTION: — ORDINANCE NO. — RESOLUTION NO. X MOTION NO. 2024-12 — OTHER
REVIEW: February 6, 2024	ATTACHMENTS: EDX Scope of Work and Contract Project Update PowerPoint	


SUBMITTED BY: Mary Dodsworth - Parks, Recreation and Community Services Director

RECOMMENDATION: It is recommended that Council authorize the City Manager to execute a contract with DBA EDX Exhibits in the amount of \$67,617 to design and facilitate installation of interpretive elements along the Nisqually Loop Trail at Fort Steilacoom Park.

DISCUSSION: The City and the Nisqually Indian Tribe (NIT) have a positive history of collaboration and partnership and are working on the development of a one-mile interpretive trail at Fort Steilacoom Park. The NIT is currently working with EDX on exhibits for the Nisqually State Park so we will benefit from previous research, design work as we focus on the following elements and themes: updated kiosk signage with territorial and site maps and information on the history of the NIT, coastal Salish wooly dogs, prairies and camas, Chief Leschi legacy, natural resources, Medicine Creek Treaty (Tenzler log) and Nisqually resilience and the people today. Lushootseed language will be used throughout the exhibits.

ALTERNATIVE(S): Council could not approve the contract which would delay our ability to meet current project expectations and grant deadlines.

FISCAL IMPACT: \$67,617 – this expenditure is funded by a \$300,000 Legislation appropriation (Dept of Commerce grant).

Mary Dodsworth Prepared by Department Director	 City Manager Review
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**PROFESSIONAL SERVICES AGREEMENT
FOR**

EDX Exhibits

This Professional Services Agreement ("Agreement"), made and entered into this ____ day of ____, 20²⁴, by and between the City of Lakewood, a Washington municipal corporation ("City"), and EDX Exhibits, EDX Exhibits, a Washington corporation ("Contractor"). The City and Contractor (together "Parties") are located and do business at the below addresses which shall be valid for any notice required under this Agreement:

EDX Exhibits 200 East Boston Street Seattle, WA 98102 www.edxseattle.com 206-528-5556	:	CITY OF LAKEWOOD: 6000 Main Street SW Lakewood, WA 98499 253-589-2489 parks@cityoflakewood.us
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The Parties agree as follows:

- TERM.** The term of this Agreement shall commence upon the effective date of this Agreement, which shall be the date of mutual execution, and shall continue until the completion of the Work, but in any event no later than December 31, 2025 ("Term"). This Agreement may be extended for additional periods of time upon the mutual written agreement of the City and the Contractor.
- SERVICES.** The Contractor shall perform the services more specifically described in Exhibit "A", attached hereto and incorporated by this reference ("Services"), in a manner consistent with the accepted professional practices for other similar services within the Puget Sound region in effect at the time those services are performed, performed to the City's satisfaction, within the time period prescribed by the City and pursuant to the direction of the City Manager or his or her designee. The Contractor warrants that it has the requisite training, skill, and experience necessary to provide the Services and is appropriately accredited and licensed by all applicable agencies and governmental entities, including but not limited to obtaining any applicable City of Lakewood business license. Services shall begin immediately upon the effective date of this Agreement. Services shall be subject, at all times, to inspection by and approval of the City, but the making (or failure or delay in making) such inspection or approval shall not relieve Contractor of responsibility for performance of the Services in accordance with this Agreement, notwithstanding the City's knowledge of defective or non-complying performance, its substantiality or the ease of its discovery.
- TERMINATION.** Either party may terminate this Agreement, with or without cause, upon providing the other party ³⁰ days written notice at its address set forth above. The City may terminate this Agreement immediately if the Contractor fails to maintain required insurance policies, breaches confidentiality, or materially violates Section 12; and such may result in ineligibility for further City agreements.

4. COMPENSATION.

4.1 Amount. In return for the Services, the City shall pay the Contractor an amount not to exceed a maximum amount and according to a rate or method as delineated in Exhibit "B", attached hereto and incorporated by this reference. The Contractor agrees that any hourly or flat rate charged by it for its services contracted for herein shall remain locked at the negotiated rate(s) for the Term. Except as otherwise provided in Exhibit "B", the Contractor shall be solely responsible for the payment of any taxes imposed by any lawful jurisdiction as a result of the performance and payment of this Agreement.

4.2 Method of Payment. On a monthly basis, the Contractor shall submit a voucher or invoice in the form specified by the City, including a description of what Services have been performed, the name of the personnel performing such Services, and any hourly labor charge rate for such personnel. The Contractor shall also submit a final bill upon completion of all Services. Payment shall be made on a monthly basis by the City only after the Services have been performed and within thirty (30) days after receipt and approval by the appropriate City representative of the voucher or invoice. If the Services do not meet the requirements of this Agreement, the Contractor will correct or modify the work to comply with the Agreement. The City may withhold payment for such work until the work meets the requirements of the Agreement.

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

5. INDEMNIFICATION.

5.1 Contractor Indemnification. Contractor shall defend, indemnify and hold the Public Entity, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Contractor in performance of this Agreement, except for injuries and damages caused by the sole negligence of the Public Entity.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the Public Entity, its officers, officials, employees, and volunteers, the Contractor's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

5.2 Industrial Insurance Act Waiver. It is specifically and expressly understood that the Contractor waives any immunity that may be granted to it under the Washington State industrial insurance act, Title 51 RCW, solely for the purposes of this indemnification. Contractor's indemnification shall not be limited in any way by any limitation on the amount of damages, compensation or benefits payable to or by any third party under workers' compensation acts, disability benefit acts or any other benefits acts or programs. The Parties acknowledge that they have mutually negotiated this waiver.

5.3 Survival. The provisions of this Section shall survive the expiration or termination of this Agreement with respect to any event occurring prior to such expiration or termination.

6. **INSURANCE**. The Contractor shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees.

6.1. No Limitation. Contractor's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the Public Entity's recourse to any remedy available at law or in equity.

6.2. Minimum Scope of Insurance. Contractor shall obtain insurance of the types and coverage described below:

- a. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage.
- b. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent contractors and personal injury and advertising injury. The Public Entity shall be named as an additional insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the Public Entity using an additional insured endorsement at least as broad as ISO CG 20 26.
- c. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
- d. Professional Liability insurance appropriate to the Contractor's profession.

6.3. Minimum Amounts of Insurance. Contractor shall maintain the following insurance limits:

- a. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
- b. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
- c. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

6.4. Other Insurance Provision. The Contractor's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance as respect the Public Entity. Any Insurance, self-insurance, or self-insured pool coverage maintained by the Public Entity shall be excess of the Contractor's insurance and shall not contribute with it.

6.5. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

6.6. Verification of Coverage. Contractor shall furnish the Public Entity with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the

additional insured endorsement, evidencing the insurance requirements of the Contractor before commencement of the work.

6.7 Notice of Cancellation. The Contractor shall provide the Public Entity with written notice of any policy cancellation within two business days of their receipt of such notice.

6.8 Failure to Maintain Insurance. Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract, upon which the Public Entity may, after giving five business days' notice to the Contractor to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the Public Entity on demand, or at the sole discretion of the Public Entity, offset against funds due the Contractor from the Public Entity.

6.9 Public Entity Full Availability of Contractor Limits. If the Contractor maintains higher insurance limits than the minimums shown above, the Public Entity shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Contractor, irrespective of whether such limits maintained by the Contractor are greater than those required by this contract or whether any certificate of insurance furnished to the Public Entity evidences limits of liability lower than those maintained by the Contractor.

6.10 Survival. The provisions of this Section shall survive the expiration or termination of this Agreement.

7. **WORK PRODUCT.** All originals and copies of work product, including plans, sketches, layouts, designs, design specifications, records, files, computer disks, magnetic media or material which may be produced or modified by Contractor while performing the Work shall belong to the City upon delivery. The Contractor shall make such data, documents, and files available to the City and shall deliver all needed or contracted for work product upon the City's request. At the expiration or termination of this Agreement, all originals and copies of any such work product remaining in the possession of Contractor shall be delivered to the City.

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

9. **INDEPENDENT CONTRACTOR.** The Parties intend that the Contractor shall be an independent contractor and that the Contractor has the ability to control and direct the performance and details of its work, the City being interested only in the results obtained under this Agreement. The City shall be neither liable nor obligated to pay Contractor sick leave, vacation pay or any other benefit of employment, nor to pay any social security or other tax which may arise as an incident of employment. Contractor shall take all necessary precautions and shall be responsible for the safety of its employees, agents, and subcontractors in the performance of the contract work and shall utilize all protection necessary for that purpose. All work shall be done at Contractor's own risk, and Contractor shall be responsible for any loss of or damage to materials, tools, or other articles used or held for use in connection with the work. The Contractor shall pay all income and other taxes due except as specifically provided in Section 4. Industrial or any other insurance that is purchased for the benefit of the City, regardless of whether such may provide a secondary or incidental benefit to

the Contractor, shall not be deemed to convert this Agreement to an employment contract. If the Contractor is a sole proprietorship or if this Agreement is with an individual, the Contractor agrees to notify the City and complete any required form if the Contractor retired under a State of Washington retirement system and agrees to indemnify any losses the City may sustain through the Contractor's failure to do so.

10. CONFLICT OF INTEREST. It is recognized that Contractor may or will be performing professional services during the Term for other parties; however, such performance of other services shall not conflict with or interfere with Contractor's ability to perform the Services. Contractor agrees to resolve any such conflicts of interest in favor of the City. Contractor confirms that Contractor does not have a business interest or a close family relationship with any City officer or employee who was, is, or will be involved in the Contractor's selection, negotiation, drafting, signing, administration, or evaluating the Contractor's performance.

11. EQUAL OPPORTUNITY EMPLOYER. In all services, programs, activities, hiring, and employment made possible by or resulting from this Agreement or any subcontract, there shall be no discrimination by Contractor or its subcontractors of any level, or any of those entities' employees, agents, subcontractors, or representatives against any person because of sex, age (except minimum age and retirement provisions), race, color, religion, creed, national origin, marital status, or the presence of any disability, including sensory, mental or physical handicaps, unless based upon a bona fide occupational qualification in relationship to hiring and employment. This requirement shall apply, but not be limited to the following: employment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Contractor shall comply with and shall not violate any of the terms of Chapter 49.60 RCW, Title VI of the Civil Rights Act of 1964, the Americans With Disabilities Act, Section 504 of the Rehabilitation Act of 1973, 49 CFR Part 21, 21.5 and 26, or any other applicable federal, state, or local law or regulation regarding non-discrimination.

12. GENERAL PROVISIONS.

12.1 Interpretation and Modification. This Agreement, together with any attached Exhibits, contains all of the agreements of the Parties with respect to any matter covered or mentioned in this Agreement and no prior statements or agreements, whether oral or written, shall be effective for any purpose. Should any language in any Exhibits to this Agreement conflict with any language in this Agreement, the terms of this Agreement shall prevail. The respective captions of the Sections of this Agreement are inserted for convenience of reference only and shall not be deemed to modify or otherwise affect any of the provisions of this Agreement. Any provision of this Agreement that is declared invalid, inoperative, null and void, or illegal shall in no way affect or invalidate any other provision hereof and such other provisions shall remain in full force and effect. Any act done by either Party prior to the effective date of the Agreement that is consistent with the authority of the Agreement and compliant with the terms of the Agreement, is hereby ratified as having been performed under the Agreement. No provision of this Agreement, including this provision, may be amended, waived, or modified except by written agreement signed by duly authorized representatives of the Parties.

12.2 Assignment and Beneficiaries. Neither the Contractor nor the City shall have the right to transfer or assign, in whole or in part, any or all of its obligations and rights hereunder without the prior written consent of the other Party. If the non-assigning party gives its consent to any assignment, the terms of this Agreement shall continue in full force and effect and no further assignment shall be made without additional written consent. Subject to the foregoing, the rights and obligations of the Parties shall inure to the benefit of and be binding upon their respective successors in interest, heirs and assigns. This Agreement is made and entered into for the sole protection and

benefit of the Parties hereto. No other person or entity shall have any right of action or interest in this Agreement based on any provision set forth herein.

12.3 Compliance with Laws. The Contractor shall comply with and perform the Services in accordance with all applicable federal, state, local, and city laws including, without limitation, all City codes, ordinances, resolutions, regulations, rules, standards and policies, as now existing or hereafter amended, adopted, or made effective.

12.4 Contractor's Employees – Employment Eligibility Requirements. The Contractor and any subcontractors shall comply with E-Verify as set forth in Lakewood Municipal Code Chapter 1.42. E-Verify is an Internet-based system operated by United States Citizenship and Immigration Services in partnership with the Social Security Administration. E-Verify is free to employers and is available in all 50 states. E-Verify provides an automated link to federal databases to help employers determine employment eligibility of new hires and the validity of their Social Security numbers. The Contractor shall enroll in, participate in and document use of E-Verify as a condition of the award of this contract. The Contractor shall continue participation in E-Verify throughout the course of the Contractor's contractual relationship with the City. If the Contractor uses or employs any subcontractor in the performance of work under this contract, or any subsequent renewals, modifications or extension of this contract, the subcontractor shall register in and participate in E-Verify and certify such participation to the Contractor. The Contractor shall show proof of compliance with this section, and/or proof of subcontractor compliance with this section, within three (3) working days of the date of the City's request for such proof.

12.5 Contractor's Employees - Department of Retirement Systems (DRS) Retiree Return to Work Verification Process. The City's obligation to comply with DRS Retiree Return to Work Verification Process extends to Independent Contractors and Third Party Workers. Contractor and any subcontractors shall provide worker information as requested by the City. The Contractor shall provide such requested information, and/or proof of subcontractor compliance with this section, within three (3) working days of the date of the City's request for same.

12.6 Enforcement. Time is of the essence of this Agreement and each and all of its provisions in which performance is a factor. Adherence to completion dates set forth in the description of the Services is essential to the Contractor's performance of this Agreement. Any notices required to be given by the Parties shall be delivered at the addresses set forth at the beginning of this Agreement. Any notices may be delivered personally to the addressee of the notice or may be deposited in the United States mail, postage prepaid, to the address set forth above. Any notice so posted in the United States mail shall be deemed received three (3) days after the date of mailing. Any remedies provided for under the terms of this Agreement are not intended to be exclusive, but shall be cumulative with all other remedies available to the City at law, in equity or by statute. The failure of the City to insist upon strict performance of any of the covenants and agreements contained in this Agreement, or to exercise any option conferred by this Agreement in one or more instances shall not be construed to be a waiver or relinquishment of those covenants, agreements or options, and the same shall be and remain in full force and effect. Failure or delay of the City to declare any breach or default immediately upon occurrence shall not waive such breach or default. Failure of the City to declare one breach or default does not act as a waiver of the City's right to declare another breach or default. This Agreement shall be made in, governed by, and interpreted in accordance with the laws of the State of Washington. If the Parties are unable to settle any dispute, difference or claim arising from this Agreement, the exclusive means of resolving that dispute, difference, or claim, shall be by filing suit under the venue, rules and jurisdiction of the Pierce County Superior Court, Pierce County, Washington, unless the parties agree in writing to an alternative process.

If the Pierce County Superior Court does not have jurisdiction over such as suit, then suit may be filed in any other appropriate court in Pierce County, Washington. Each party consents to the personal jurisdiction of the state and federal courts in Pierce County, Washington and waives an objection that such courts are an inconvenient forum. If either Party brings any claim or lawsuit arising from this Agreement, each party shall pay all its legal costs and attorney's fees and expenses incurred in defending or bringing such claim or lawsuit, including all appeals, in addition to any other recovery or award provided by law; provided, however, nothing in this paragraph shall be construed to limit the Parties' rights to indemnification under Section 5 of this Agreement.

12.7 Execution. Each individual executing this Agreement on behalf of the City and Contractor represents and warrants that such individual is duly authorized to execute and deliver this Agreement. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and with the same effect as if all Parties hereto had signed the same document. All such counterparts shall be construed together and shall constitute one instrument, but in making proof hereof it shall only be necessary to produce one such counterpart. The signature and acknowledgment pages from such counterparts may be assembled together to form a single instrument comprised of all pages of this Agreement and a complete set of all signature and acknowledgment pages. The date upon which the last of all of the Parties have executed a counterpart of this Agreement shall be the "date of mutual execution" hereof.

[Signature page follows]

IN WITNESS, the Parties hereto have caused this agreement to be executed the day and year first above written.

Date: _____

CITY OF LAKEWOOD

EDX Exhibits

John J. Caulfield, City Manager

Michael Fiegenschuh, Principal

ATTEST:

Briana Schumacher, City Clerk

APPROVED AS TO FORM:

Heidi Ann Wachter, City Attorney

January 30, 2024

Scope of Work for Exhibit Design, the Nisqually Loop Trail at Fort Steilacoom Park
(Project #NISQ-LOOP)
City of Lakewood

Introduction

This document describes the proposed phases of the projects including deliverables and expectations for completion of the wayside exhibit design for the Nisqually Loop Trail at Fort Steilacoom Park.

Agreement

This Exhibit Design Agreement (this “Agreement”), dated January 30, 2024, is between the City of Lakewood (the “Client”), and Edquist Davis Exhibits, Inc., DBA EDX Exhibits, a Washington corporation (the “Contractor”). The Client and the Contractor are individually referred to as a “Party” and collectively referred to as the “Parties.”

The City of Lakewood contracted with EDX Exhibits (in collaboration with the Nisqually Indian Tribe) to plan and design a series of wayside interpretive exhibits for the newly improved Nisqually Loop Trail.

Fee Summary

The scope of work outlined herein is broken down by design phases and will be invoiced as a lump sum at the completion and acceptance of each design phase of work. This summary is inclusive of labor and expenses, which are broken down in more detail later in this document.

Design Phase	Total
Site Visit & Project Brief	\$4,509
Schematic Design	\$12,669
Design Development 1	\$13,050
Design Development 2	\$13,100
Production Documents	\$13,660
Production Files & Image Rights	\$4,210
Fabrication Support Services	\$6,419
TOTAL FEES AND EXPENSES	\$67,617

Scope of Work

The process is organized into several phases of work. These phases are based on commonly used architectural terminology and methods for structuring work, with adaptations to fit the specialized requirements of exhibit development. Exhibit planning, design, and fabrication is a complex iterative process requiring a team approach. Each task builds on those previously completed, adding detail and refinement. Milestones are established throughout the process as a means of communicating, assessing, and recording the project's progress.

Historical Research Associates, Inc. will join our team as a subconsultant to EDX, serving in the role of content developer and writer. Their past experience working with the Nisqually Indian Tribe will be a valuable asset to the team and the project. (Note that travel expenses are not included for HRA).

Project Budget

- The budget for the new exhibits has been set at \$200,000, which includes all hard and soft costs for the exhibit elements.
- This budget does not include the associated artwork for the Park, which has a separate budget of \$100,000 and is not included within this scope of work or associated fees and expenses.
- The preliminary budget analysis below is an approximation of how much of the available budget we can allocate at each site in the project. This is only a reference and will change as the design process evolves, while allowing the design team and the City to ensure that we keep the project on track.

Nisqually Loop Trail at Fort Steilacoom Park

Budget Analysis (\$200,000)

Site	Content	Budget	
1	Welcome Kiosk	\$2,500	HPL Panel on Existing Structure
2	Dog Park	\$20,500	Interpretive Node with waysides, tactiles, sitework, etc.
3	Camas and Prairie	\$20,500	Interpretive Node with waysides, tactiles, sitework, etc.
4	Welcome Kiosk	\$2,500	HPL Panel on Existing Structure
5	Leschi Statue	\$5,000	Simple wayside panel near statue
6	Treaty & Log	\$20,500	Interpretive Node with waysides, tactiles, sitework, etc.
7	Natural Resources	\$20,500	Interpretive Node with waysides, tactiles, sitework, etc.
8	Nisqually Resilience	\$20,500	Interpretive Node with waysides, tactiles, sitework, etc.
	Design Fees	\$67,617	
	Engineering Allowance	\$5,000	
	Permitting Allowance	\$5,000	
		\$190,117	SubTotal
	Contingency (@ 5%)	\$9,506	
		\$199,623	Total

Assumptions

- (1) pdf copy of each deliverable will be provided at the end of each phase. Hard copies of deliverables are not included.
- No costs are included for commissioning custom artwork such as illustrations or photography. If these elements are desired for the project, the cost would come from the fabrication budget.
- Translation services are not included in the scope of work, as we assume this effort would be provided by the Tribe if needed.
- Fabrication Support Services have not yet been included as part of this scope, but could be added later if desired by the client.
- No permitting or engineering scope or fee is included within EDX's fees or expenses, as those tasks would fall under the responsibility of the fabricator. However, we have accounted for this in the overall project budget with allowances for \$5,000 each for permitting and engineering.
- No professional services are required of EDX other than exhibit design. Services such as architectural or engineering required for project elements such as the large Douglas Fir tree section are not included in this scope of work. However, EDX would be responsible for interpretive elements telling the story of the tree section.

Design Phases

EDX proposes starting this project at the Schematic Design (SD) level, but preceded by a Site Visit and Project Brief. Since the site design is largely complete with locations established for each wayside, the design process should initially focus on the graphic style and content development. Design Development's emphasis is on confirming all major elements of the design, and includes continued focus on the two-dimensional exhibit content, including the first full drafts of revised graphic layouts and all exhibit text.

Site Visit & Project Brief

Purpose:

Visit the site and walk the trail to get a strong sense of place and orientation. The EDX team would be accompanied by representatives of the City of Lakewood and the Nisqually Tribe (if possible).

Work Includes:

- Visit the project site and walk the Nisqually Loop Trail at Fort Steilacoom Park.
- Attend in person Kickoff Meeting (online)
- Trip Report
 - Word document describing what was discussed at each site
 - Photos from site visit including photo of each exhibit location
 - Sketched thumbnails for each wayside exhibit layout
 - Word document outlining what will be included in each new map
 - Updated project schedule
 - Budget Analysis
 - Summary of Kickoff Meeting

Deliverables:

- Project Brief document

Site Visit & Project Brief	Total Effort: Hours	Total
Labor		\$4,400
Expenses		\$ 109
TOTAL, Site Visit & Project Brief		\$4,509

Schematic Design (30% Design)

Purpose:

EDX to begin the schematic design for the graphic look and feel of the wayside panels, along with initial development of content for the panels.

Work Includes:

- EDX meets with City of Lakewood and Nisqually representative to review Trip Report comments (online) and a kickoff workshop for SD (in person)
- Development of Content Outline
- Development of Graphic Look and Feel
- Schematic Design Wayside Exhibit Report
 - Wayside Exhibit Chart
 - Updated thumbnails for each wayside exhibit layout (possibly with tactile elements).
 - Updated schedule
 - Preliminary Cost Estimate

Deliverables:

- Schematic Design Wayside Exhibit Report document

Schematic Design	Total Effort: Hours	Total
Labor		\$12,560
Expenses		\$109
TOTAL, Schematic Design		\$12,669

Design Development I (60% Design)

Purpose

Begin to create draft text and graphics for each panel. Explore and present exhibit voice and tone examples for review/comment.

Work Includes:

1. EDX meets with City of Lakewood and Nisqually representative to review SD comments (online)
2. Follow up meeting with City and Tribal representative(s) for specific content questions
3. Preliminary graphic panels and text for review

Summary of Deliverables

- Design Development I Wayside Exhibit Report
 - Draft Plan – layouts with draft text, and graphics (images, maps, quotes, etc.)
 - Graphic element log
 - Word document of text for all exhibits
 - Updated schedule
- DDI Drawing set
- Updated Cost Estimate

DDI	Total Effort: Hours	Total
Labor		\$13,000
Expenses		\$50
TOTAL, DDI		\$13,050

Design Development II (90% Design)

Purpose

Incorporate City of Lakewood and Nisqually feedback on preliminary graphics and text, refine all text and graphic layouts including all components.

Work Includes

1. Incorporate feedback and provide written documentation of all decisions made
2. EDX develops graphic design all components with updated content
3. EDX prepares DDII deliverable and present to City of Lakewood and Nisqually representatives
4. EDX develops Draft Reference Package to describe potential elements of design such as tactiles or custom illustrations.
5. Participate in a call to reconcile review comments

Deliverables

- Design Development II Wayside Exhibit Report
 - Updated Plan – layouts with draft text, and graphics (images, maps, quotes, etc.)
 - Graphic element log
 - Word document of text for all exhibits
 - Updated schedule
- DDII Drawing set
- Draft Reference Package
- Updated Cost Estimate

DDII	Total Effort: Hours	Total
Labor		\$13,000
Expenses		\$100
TOTAL, DDII		\$13,100

Production Design (100% Design)

Purpose

Finalize and communicate all exhibit components including final text and graphics. Turn over 3D files to Fabricator.

Work Includes:

1. EDX develops Final Wayside Exhibit Report
2. EDX delivers final Exhibit Design Drawings showing design intent to fabricator
3. EDX delivers Reference Package to describe potential elements of design such as tactiles or custom illustrations.
4. Participate in a call to present Production Design
5. Participate in a conference call to reconcile review comments and provide written documentation of all decisions made.

Deliverables

- Final Wayside Exhibit Report
 - Final Plan – layouts with text, and graphics (images, maps, quotes, etc.)
 - Reference Package
 - Graphic element log
 - Word document of text for all exhibits
 - Updated schedule
- Final Drawing Set
- Final Reference Package
- Final Cost Estimate

PD	Total Effort: Hours	Total
Labor		\$13,560
Expenses		\$100
TOTAL, PD		\$13,660

Production Files & Image Rights

Purpose

Production-ready graphic files are provided to the client and become their property.

Work Includes:

1. EDX delivers Final production files with image credits.
2. EDX acquires and provides documentation of use-rights and production-quality copies of all third party images and other intellectual property.

Production Files & Image Rights	Total Effort: Hours	Total
Labor		\$2,210
Image acquisition of existing resources (allowance)		\$2,000
TOTAL, Production Files & Image Rights		\$4,210

Total bid for all items described above	\$ 61,198
--	------------------

Fabrication Support Services

Purpose

Support for fabrication and installation including tasks such as shop drawing review, graphic proof review, site observation during installation.

Work Includes:

1. Kickoff Meeting with City and Fabricator
2. Coordination calls with City and Fabricator (max. of 6)
3. Review of shop drawings and graphic proofs
4. Answer questions from Fabricator
5. (1) Site Visit to observe installation

Fabrication Support Services	Total Effort: Hours	Total
Labor		\$6,360
Expenses		\$59
TOTAL, Fabrication Support Services		\$6,419

Total bid for all items described above **\$ 67,617**

Optional Services (not included in proposed scope of work)

Options and Expenses	Total Effort Included: Hours	Total
Deliverable Hardcopies (#TBD per phase)		TBD
Custom Illustrations or Photography		TBD

Appendix 1: Schedule

Days refer to 5-day work weeks, thus 20 days = 4 weeks.

Contract start date is February 1, 2024

Task	No Later Than
Site Visit & Trip Report	
Site Visit	Completed
Kickoff Meeting	Week of Feb 5, 2024
Trip Report Deliverable	February 16, 2024
Consolidated Comments received (10 days)	March 1, 2024
SD (30%)	
Team call to confirm direction	Week of March 4
SD Deliverable (30 days)	April 15, 2024
Presentation Meeting	Week of April 15
Consolidated Comments Received (30 days)	May 24, 2024
DDI (60%)	
Team call to confirm direction	Week of May 28
DDI Deliverable (30 days)	July 8, 2024
Presentation Meeting	Week of July 8
Consolidated Comments Received (30 days)	August 19, 2024
DDII (90%)	
Team call to confirm direction	Week of August 19
DDII Deliverable (30 days)	September 30, 2024
Presentation Meeting	Week of Sept 30
Consolidated Comments Received (30 days)	November 11, 2024
PD (100%)	
Team call to confirm direction	Week of Nov 11
PD Deliverable / Bid Set (30 days)	December 20, 2024
Presentation Meeting	Week of Dec 23
Consolidated Comments Received (30 days)	January 31, 2025
Production Files & Image Rights	
Team call to confirm direction	Week of February 3, 2025
Final Production Files (20 days)	February 28, 2025

Appendix 2:

Expanded explanations of elements referenced in this document.

Text

The contractor is responsible for developing and preparing all written text that will appear in the exhibition. Write text with reference to the project goals, exhibit objectives, the resource package, the Schematic Design phase planning documents, and based on the consolidated review comments from the client as the project develops.

Exhibit text is integrally related to other elements experienced by visitors. Text must relate to and function within the specific physical and graphic design of the exhibit as a whole. Text must contribute to achieving the project goals, but it cannot contribute as a stand-alone element. In every instance, consider whether text is the most effective means of achieving project goals.

Text is developed in stages, usually beginning in the Design Development phase of work. Work progressing in increasingly refined drafts of text, showing the text's relationship to other exhibit elements through the content outlines and graphic layouts.

The stages of text development include:

- **Text Level 1** – A written description of the subject and purpose of each label or block of text, and includes draft titles for primary blocks of text; and a sample draft of text that demonstrates style, tone, and reading level (required for Design Development 1).
 - Draft titles for all primary text.
 - A description of text intent for all labels, consisting of purpose
 - Sample text to demonstrate style and reading level for one representative Content Group.
- **Text Level 2** – The first full draft of all text, to be reviewed for writing style, content, and interpretive effectiveness (required for Design Development 2).
 - Blocks of text placed in, or adjacent to, the associated Graphic Layout Draft.
 - A copy of the text in a park-approved format.
- **Text Level 3** – A more refined draft, revised or re-written as necessary in response to review comments (required for Design Development 3).
 - Text placed directly into each graphic layout.
 - A copy of the text in a park-approved format.
- **Text Level 4** – Edited, proofed, and further refined text close to what will appear in the completed exhibition. Level 4 text usually requires additional revisions that were not identified in earlier reviews (required for Production Design 1).
 - For Production Design 1, develop Text Level 4, consisting of all edited, proofed text.
 - For Production Design 2, correct text errors identified in review comments of the PD1 deliverable. In addition, perform independent proofing of all text, notify park of any additional errors found, and correct them as part of preparing Graphic Production Files. Text appearing in the PD2 Graphic Layout Package must be identical to text in the Graphic Production Files.

Exhibit Drawings

Exhibit Drawings describe how the exhibition is organized within the allotted architectural space, its physical shape, dimensions, materials, and construction details.

Exhibit Drawings (prepared in the Planning and Design phases) are distinguished from Fabrication Drawings (prepared in the Production phases) by their level of detail. They must, at a minimum, communicate design intent. Details specifying how the exhibit is built, for example specific construction techniques and hardware, are necessary only to the extent required to clarify design intent, and to describe non-standard, unusual or critical materials and processes.

Fabrication Drawings maintain the design intent of the previously prepared Exhibit Drawings.

- Exhibit Drawings are coordinated with other project documents to ensure consistency in identifying individual exhibit elements. All labeling and numbering of elements conform to the exhibit Content Management specifications.
- All drawings are created at 11" x 17" page size.
- All drawings are prepared at a standard architectural scale appropriate to the information being communicated on the drawing and include a graphical scale indicator.
- All Exhibit Drawings include a legend with the project name, phase of work, issue date, and revision number.
- Exhibit Drawings are submitted as both paper copies and electronic files. All drawings are submitted in their original file format and in pdf format.

Graphic Layouts

Design Development I

At a minimum, one sample graphic layout for each type of exhibit graphic element in the exhibition as follows:

- All sample graphic layouts demonstrate a proposed graphic design approach, including the specification of standard sizes, layout formats, color palette, and typography.
- Placement copies of key images are included in the sample graphic layouts. Secondary, or less prominent images may be indicated by outlines or other visual representations only to the extent that the proposed graphic design approach remains clear.
- Text Level 1 (text intent and purpose statement), consisting of draft titles for all primary text, and descriptions of the topics or information to be presented are included in the sample graphic layout. Secondary or smaller text elements may be indicated by greeking or other visual representations only to the extent that the proposed graphic design approach remains clear.

Design Development II

Prepare graphic layouts for all two-dimensional exhibit graphic elements in the exhibition as follows:

- Graphic layouts during this phase of work follow the design proposed in the approved sample graphic layouts from the previous phase, as modified by review comments.
- Placement copies of all selected images are included in the graphic layout. In cases where specific images have not been selected or are not available, placement (location, size, and shape) of the missing image is shown, and identified as "FPO-for position only," accompanied by a written description of the desired image.
- Text Level 2 (first full draft of all text) for each graphic layout is included. This text is integrated into the layout using the correct typeface, size, and position.

Outlines or images are included to indicate the location of any three-dimensional objects or other exhibit elements to be mounted on the two-dimensional exhibit graphic. These elements are clearly labeled to distinguish them from the printed graphic layout.

- The size and shape of graphic layout drafts matches the corresponding two-dimensional exhibit graphic elements shown in the DDI Exhibit Drawings.
- Graphic layout drafts are included in the DDII submittal in full color, 11" X 17" format. Each print is labeled to identify the following:
 - Location of the graphic layout in the exhibition, by Scene and Content Group
 - Scale at which printed, with 100% equal to the final production size in the exhibit
 - Finish size of the graphic layout in the completed exhibition
- In addition, include revised typography and graphic layout specifications sheet(s) in the DDII submittal.

Production Documents

Prepare and submit a PD Graphic Layout Package as follows:

- This document consists of an updated version of the DDII Graphic Layout Package, revised to resolve all review comments
- Text Level 4 (edited, proofed text) is included in all graphic layouts.
- Placement copies of the current versions of all images are included in all graphic layouts.

Production Files & Image Rights

Furnish Production-Ready Graphic Layouts as follows:

- Complete all production-quality scans required for the exhibition.
- Adjust color balance, saturation, image sharpness, and perform other minor touch-up work as needed for all production-quality scans.
- Prepare all Final Image Files for the exhibition. This includes blending of multiple source images, application of color, transparency, or a combination of other effects to match the visual intent of the corresponding low-resolution placement image, and adjusting image for correct cropping and bleed.
- Prepare all Vector Illustration Files for the exhibition.
- Correct all typographical, grammar, formatting and factual errors in text noted in the review of the PD1 Graphic Layout Package.
- Prepare and submit all Production-Ready Graphic Layout Files.

Use Rights and Licenses

Existing images and other third party intellectual property is often used in interpretive media.

Acquisition of this content, including all required signed license agreements, typically occurs during the Production Design phase, but identification of the content to be acquired and confirmation that the appropriate terms and conditions are available is required in the Design Development phase.

- Acquire all needed content with a signed license agreement which clearly indicates that the contractor is acquiring the rights on behalf of the client.
- There may be special circumstances that require additional use rights (for example, use in a sales item). In this case, acquire additional rights that are consistent with the intended use of the content. The acquisition of these use rights is in addition to the minimum rights specified above unless otherwise specified in the task order.
- All open source or public domain sources will include documentation reflecting the open nature of the content. Content from Internet sources, such as Flickr or Wikipedia, will include

documentation that it is open source, or, if not, signed license agreements from the owner. EDX will verify each source and its copyright status. For images showing children where they are clearly identifiable, EDX will obtain permission for their use.

City / Nisqually Partnership Project Update

Lakewood City Council
February 5, 2024



Exhibit Themes

Fort Steilacoom is a crossroads for the Nisqually people, a single location that connected our homelands and shaped our history.

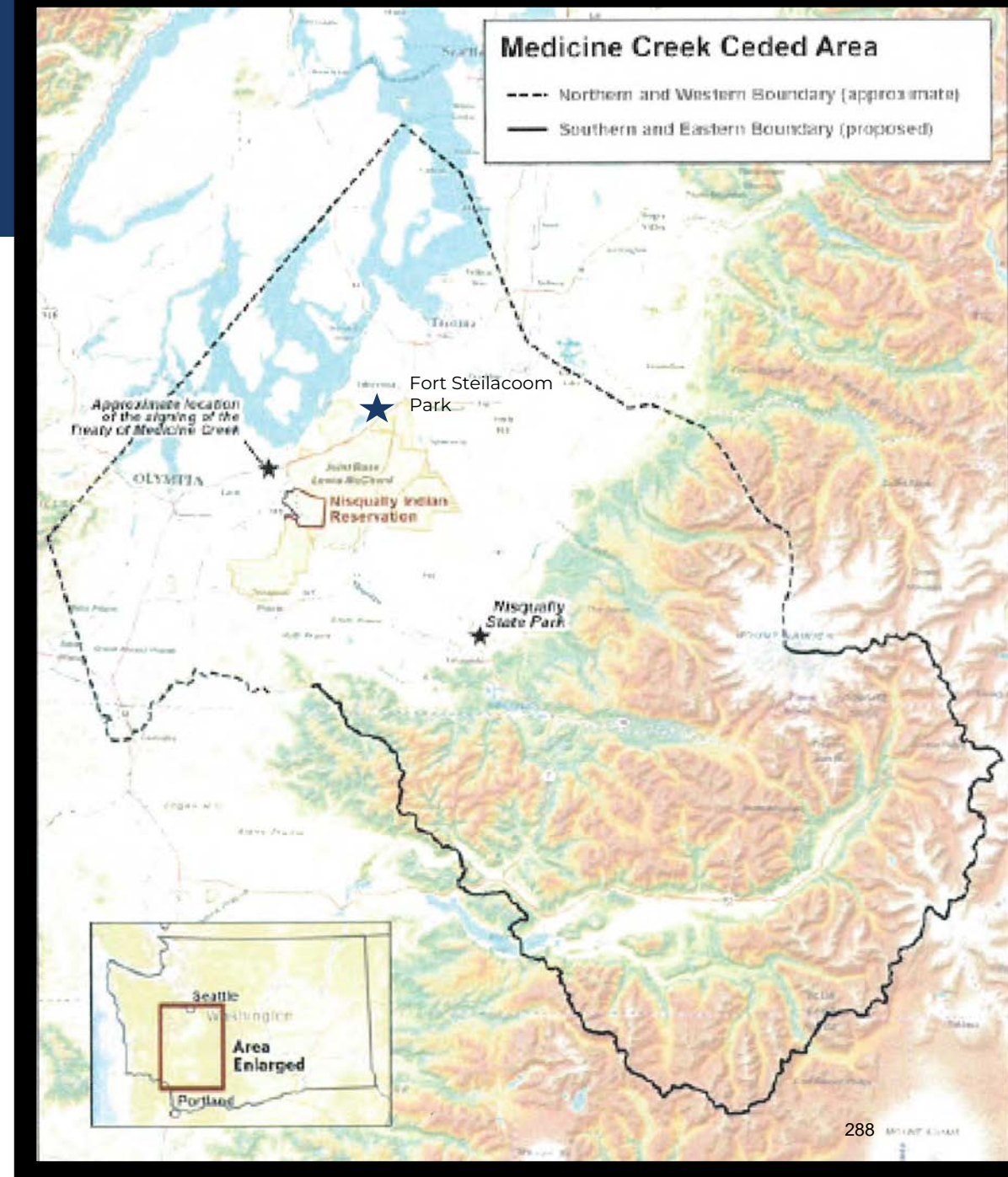


Exhibit Themes

- Stop 1:** Welcome Kiosk (north) a Nisqually Gathering Place
- Stop 2:** Coast Salish Wooly Dogs
- Stop 3:** Nisqually Prairies and Camas
- Stop 4:** Welcome Kiosk (south) homelands of the Nisqually People.
- Stop 5:** Leschi Legacy (Artwork)
- Stop 6:** Natural Resources Trail Junction
- Stop 7:** Nisqually Resilience and the People Today
- Stop 8:** Medicine Creek Treaty (Tenzler Log)



Exhibit Themes

Stop 1: Welcome Kiosk (north) a Nisqually Gathering Place



Exhibit Themes

- Stop 1:** Welcome Kiosk (north) a Nisqually Gathering Place
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- Stop 8:** Medicine Creek Treaty (Tenzler Log)



Exhibit Themes



Exhibit Themes

Stop 1: Welcome Kiosk (north) a Nisqually Gathering Place

Stop 2: Coast Salish Wooly Dogs

Stop 3: Nisqually Prairies and Camas

Stop 4: Welcome Kiosk (south) homelands of the Nisqually People.

Stop 5: Leschi Legacy (Artwork)

Stop 6: Natural Resources Trail Junction

Stop 7: Nisqually Resilience and the People Today

Stop 8: Medicine Creek Treaty (Tenzler Log)



Exhibit Themes



Exhibit Themes

Stop 1: Welcome Kiosk (north) a Nisqually Gathering Place

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Stop 6: Natural Resources Trail Junction

Stop 7: Nisqually Resilience and the People Today

Stop 8: Medicine Creek Treaty (Tenzler Log)

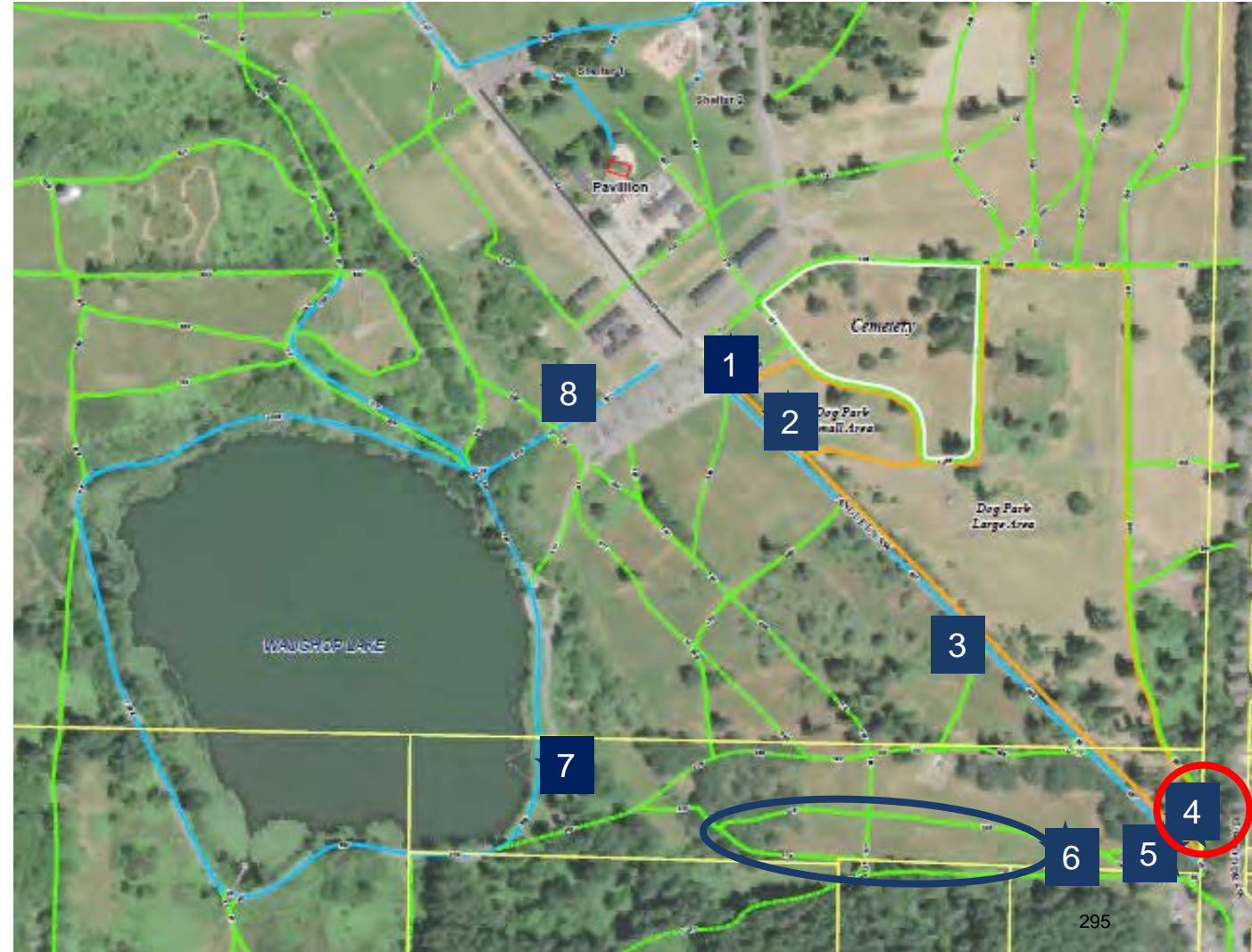


Exhibit Themes

Stop 1: Welcome Kiosk (north) a Nisqually Gathering Place

Stop 2: Coast Salish Wooly Dogs

Stop 3: Nisqually Prairies and Camas

Stop 4: Welcome Kiosk (south) homelands of the Nisqually People.

Stop 5: Leschi Legacy (Artwork)

Stop 6: Natural Resources Trail Junction

Stop 7: Nisqually Resilience and the People Today

Stop 8: Medicine Creek Treaty (Tenzler Log)

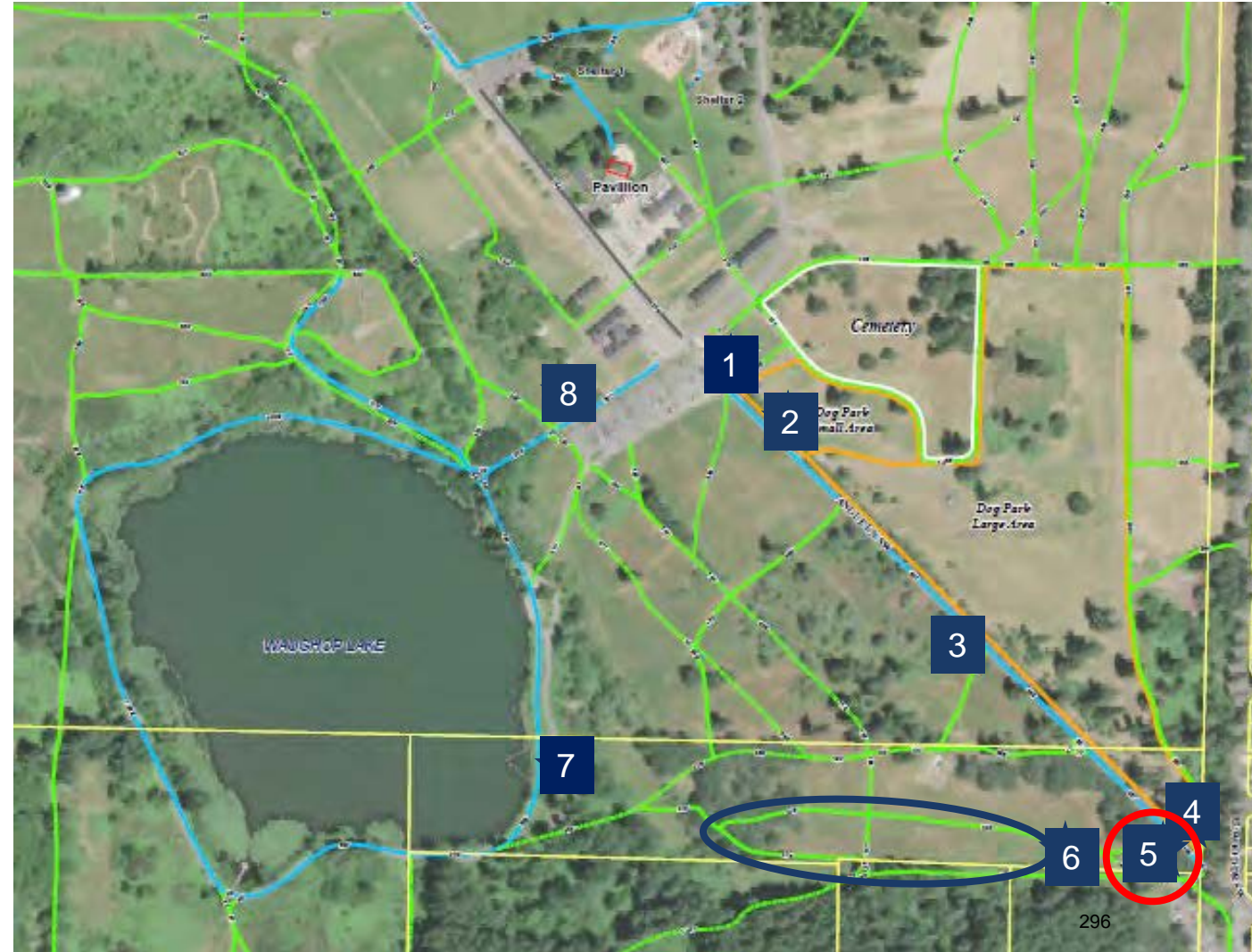


Exhibit Themes



Exhibit Themes

Stop 1: Welcome Kiosk (north) a Nisqually Gathering Place

Stop 2: Coast Salish Wooly Dogs

Stop 3: Nisqually Prairies and Camas

Stop 4: Welcome Kiosk (south) homelands of the Nisqually People.

Stop 5: Leschi Legacy (Artwork)

Stop 6: Natural Resources Trail Junction

Stop 7: Nisqually Resilience and the People Today

Stop 8: Medicine Creek Treaty (Tenzler Log)



Exhibit Themes

Stop 1: Welcome Kiosk (north) a Nisqually Gathering Place

Stop 2: Coast Salish Woolly Dogs

Stop 3: Nisqually Prairies and Camas

Stop 4: Welcome Kiosk (south) homelands of the Nisqually People.

Stop 5: Leschi Legacy (Artwork)

Stop 6: Natural Resources Trail Junction

Stop 7: Nisqually Resilience and the People Today

Stop 8: Medicine Creek Treaty (Tenzler Log)



Exhibit Themes

Stop 1: Welcome Kiosk (north) a Nisqually Gathering Place

Stop 2: Coast Salish Wooly Dogs

Stop 3: Nisqually Prairies and Camas

Stop 4: Welcome Kiosk (south) homelands of the Nisqually People.

Stop 5: Leschi Legacy (Artwork)

Stop 6: Natural Resources Trail Junction

Stop 7: Nisqually Resilience and the People Today (Art Installation)

Stop 8: Medicine Creek Treaty (Tenzler Log)



Exhibit Themes



Exhibit Themes



Exhibit Themes



Exhibit Themes



Exhibit Themes

Stop 1: Welcome Kiosk (north) a Nisqually Gathering Place

Stop 2: Coast Salish Wooly Dogs

Stop 3: Nisqually Prairies and Camas

Stop 4: Welcome Kiosk (south) homelands of the Nisqually People.

Stop 5: Leschi Legacy (Artwork)

Stop 6: Natural Resources Trail Junction

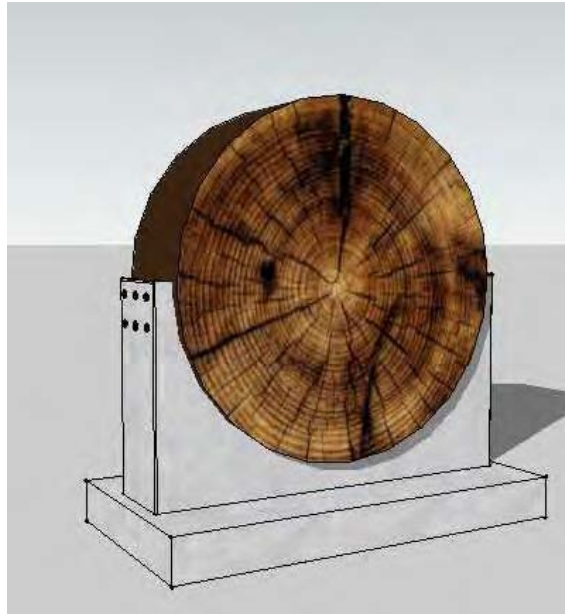
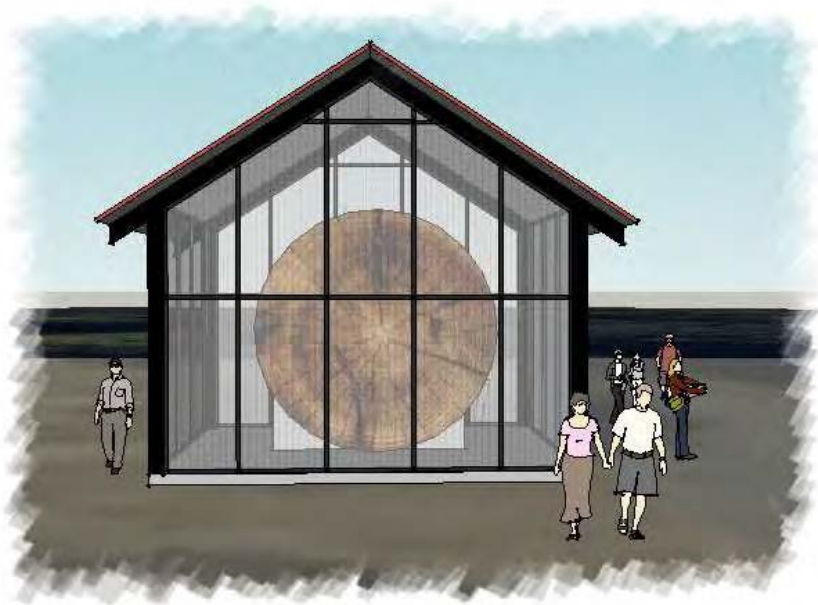
Stop 7: Nisqually Resilience and the People Today

Stop 8: Medicine Creek Treaty (Tenzlor Log)



Tenzlor Log

- Douglas Fir Tree
- Born in 1359 and cut in 1945 = 586 yrs old
- 12' 9" in diameter and 40' in circumference
- Weighs approximately 9¼ tons



Nisqually Loop Trail - 1 mile



Questions?



REQUEST FOR COUNCIL ACTION

DATE ACTION IS REQUESTED: February 5, 2025	TITLE: Approving a Professional Services Contract for Planning & Development Engineering Review Services with AHBL, Incorporated	TYPE OF ACTION:
REVIEW: (The review date is the same as the action date)	ATTACHMENTS: Contract Documents including Scope of Work & Rates	<input type="checkbox"/> ORDINANCE NO. <input type="checkbox"/> RESOLUTION NO. <input checked="" type="checkbox"/> MOTION NO. 2024-13 <input type="checkbox"/> OTHER

SUBMITTED BY: Dave Bugher, Assistant City Manager/Community & Economic Development Director.

RECOMMENDATION: It is recommended that the Mayor & City Council approve the attached contract for plan review services.

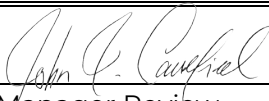
DISCUSSION: The City has the need to use outside consultants for current planning and development engineering review services. These services are required when the City has large-scale commercial or institutional projects, periods when the City has high levels of permit activity, and/or when the Building Official, or Development Services Manager, otherwise, determines that outside review is the most appropriate and efficient way to move a construction project forward.

City has used AHBL for several years. They enjoy an excellent working relationship with the Development Services Division (in addition to hiring a past City employee). Fees are competitively priced. The terms of the proposed contract is the same as the past contract, except for:

- An increase in the hourly planning fee from \$160 per hour to \$185 per hour (16-percent increase); and
- New services, development engineering at \$205 per hour.

Basic information on the contract and how it “works:”

1. The amount of the contract is for \$100,000.
2. Length of contract is one year, through December 31, 2024, subject to renewal into 2025 based on mutual agreement.
3. Plan review is based on adopted City Codes (Titles 12, 14, 17, 18A, 18B, and 18C).
4. Based on work load, Development Services Manager, assigns current planning work, and Building Official, assigns development engineering work to the consultant. Development Services Manager and Building Official monitor contractor’s performance based on weekly coordination meetings.

<u>Dave Bugher</u> Prepared by	 <u>City Manager Review</u>
<u>Dave Bugher</u> Department Director	

CONTINUED:

5. Once the contractor completes their reviews, and the City approves their work, the contractor submits a monthly invoice for payment.

ALTERNATIVE(S):

1. City could go out for a bid process; however, AHBL already enjoys a good working knowledge of City codes. Other consultants do not, and would require training.

FISCAL IMPACT: City picks up revenues with permit fee collections, this helps offset the outside consultant costs. However, there is some subsidy. The level of subsidy varies from permit-to-permit depending on complexity. Also, we historically do not spend the full amount for contract services. Last year, we spent about 50-percent of a \$45,000 contract. So, why ask for more funds than we may need? Three factors driving this request: a large number of projects in 2024; engineering review has an extensive work load; and potential short-term staffing issues.

Some general comments that may be of interest:

- Shoreline permits are partially subsidized. Difficult shoreline development permits are assigned to the outside consultant, since the person who performs the work, a previous City employee, has expertise in this area. Shoreline permits are also some of the City's most time-consuming and challenging permits. Reasons: usually extensive public comment; tree preservation; reviews by outside agencies (Department of Ecology and Fish & Wildlife); and correcting past illegal construction or other types of violations.
- Appeals, minus the application fee, are always subsidized. The amount of subsidy can vary considerably depending on the appeal. Hearing Examiner fees for business license revocations are the highest form of subsidy.
- Hearing Examiner fees for development projects, *minus appeals*, are not subsidized. These fees are paid in full by the applicant.

City Council can expect a detailed review of fees during the development of the 2025/26 budget.

**PROFESSIONAL SERVICES AGREEMENT
FOR**

Current Planning & Development Engineering Review Services

This Professional Services Agreement ("Agreement"), made and entered into this 5th day of Febru, 2024, by and between the City of Lakewood, a Washington municipal corporation ("City"), and AHBL, Incorporated ("Contractor"). The City and Contractor (together "Parties") are located and do business at the below addresses which shall be valid for any notice required under this Agreement:

AHBL Lisa Klein 2215 N 30th Street, Suite 3000 Tacoma, WA 98403 lklein@ahbl.com (253) 383-2422	:	CITY OF LAKEWOOD: Becky Newton, Economic Development Manager 6000 Main Street SW Lakewood, WA 98488-5027 bnewton@cityoflakewood.us (253) 983-7738
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The Parties agree as follows:

- TERM.** The term of this Agreement shall commence upon the effective date of this Agreement, which shall be the date of mutual execution, and shall continue until the completion of the Work, but in any event no later than December 31, 2024 ("Term"). This Agreement may be extended for additional periods of time upon the mutual written agreement of the City and the Contractor.
- SERVICES.** The Contractor shall perform the services more specifically described in Exhibit "A", attached hereto and incorporated by this reference ("Services"), in a manner consistent with the accepted professional practices for other similar services within the Puget Sound region in effect at the time those services are performed, performed to the City's satisfaction, within the time period prescribed by the City and pursuant to the direction of the City Manager or his or her designee. The Contractor warrants that it has the requisite training, skill, and experience necessary to provide the Services and is appropriately accredited and licensed by all applicable agencies and governmental entities, including but not limited to obtaining any applicable City of Lakewood business license. Services shall begin immediately upon the effective date of this Agreement. Services shall be subject, at all times, to inspection by and approval of the City, but the making (or failure or delay in making) such inspection or approval shall not relieve Contractor of responsibility for performance of the Services in accordance with this Agreement, notwithstanding the City's knowledge of defective or non-complying performance, its substantiality or the ease of its discovery.
- TERMINATION.** Either party may terminate this Agreement, with or without cause, upon providing the other party thirty (30) days written notice at its address set forth above. The City may terminate this Agreement immediately if the Contractor fails to maintain required insurance policies, breaches confidentiality, or materially violates Section 12; and such may result in ineligibility for further City agreements.

4. COMPENSATION.

4.1 Amount. In return for the Services, the City shall pay the Contractor an amount not to exceed a maximum amount and according to a rate or method as delineated in Exhibit "B", attached hereto and incorporated by this reference. The Contractor agrees that any hourly or flat rate charged by it for its services contracted for herein shall remain locked at the negotiated rate(s) for the Term. Except as otherwise provided in Exhibit "B", the Contractor shall be solely responsible for the payment of any taxes imposed by any lawful jurisdiction as a result of the performance and payment of this Agreement.

4.2 Method of Payment. On a monthly basis, the Contractor shall submit a voucher or invoice in the form specified by the City, including a description of what Services have been performed, the name of the personnel performing such Services, and any hourly labor charge rate for such personnel. The Contractor shall also submit a final bill upon completion of all Services. Payment shall be made on a monthly basis by the City only after the Services have been performed and within thirty (30) days after receipt and approval by the appropriate City representative of the voucher or invoice. If the Services do not meet the requirements of this Agreement, the Contractor will correct or modify the work to comply with the Agreement. The City may withhold payment for such work until the work meets the requirements of the Agreement.

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

5. INDEMNIFICATION.

5.1 Contractor Indemnification. Contractor shall defend, indemnify and hold the Public Entity, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Contractor in performance of this Agreement, except for injuries and damages caused by the sole negligence of the Public Entity.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the Public Entity, its officers, officials, employees, and volunteers, the Contractor's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

5.2 Industrial Insurance Act Waiver. It is specifically and expressly understood that the Contractor waives any immunity that may be granted to it under the Washington State industrial insurance act, Title 51 RCW, solely for the purposes of this indemnification. Contractor's indemnification shall not be limited in any way by any limitation on the amount of damages, compensation or benefits payable to or by any third party under workers' compensation acts, disability benefit acts or any other benefits acts or programs. The Parties acknowledge that they have mutually negotiated this waiver.

5.3 Survival. The provisions of this Section shall survive the expiration or termination of this Agreement with respect to any event occurring prior to such expiration or termination.

6. **INSURANCE**. The Contractor shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees.

6.1. No Limitation. Contractor's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the Public Entity's recourse to any remedy available at law or in equity.

6.2. Minimum Scope of Insurance. Contractor shall obtain insurance of the types and coverage described below:

- a. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage.
- b. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent contractors and personal injury and advertising injury. The Public Entity shall be named as an additional insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the Public Entity using an additional insured endorsement at least as broad as ISO CG 20 26.
- c. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
- d. Professional Liability insurance appropriate to the Contractor's profession.

6.3. Minimum Amounts of Insurance. Contractor shall maintain the following insurance limits:

- a. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
- b. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
- c. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

6.4. Other Insurance Provision. The Contractor's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance as respect the Public Entity. Any Insurance, self-insurance, or self-insured pool coverage maintained by the Public Entity shall be excess of the Contractor's insurance and shall not contribute with it.

6.5. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

6.6. Verification of Coverage. Contractor shall furnish the Public Entity with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the

additional insured endorsement, evidencing the insurance requirements of the Contractor before commencement of the work.

6.7 Notice of Cancellation. The Contractor shall provide the Public Entity with written notice of any policy cancellation within two business days of their receipt of such notice.

6.8 Failure to Maintain Insurance. Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract, upon which the Public Entity may, after giving five business days' notice to the Contractor to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the Public Entity on demand, or at the sole discretion of the Public Entity, offset against funds due the Contractor from the Public Entity.

6.9 Public Entity Full Availability of Contractor Limits. If the Contractor maintains higher insurance limits than the minimums shown above, the Public Entity shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Contractor, irrespective of whether such limits maintained by the Contractor are greater than those required by this contract or whether any certificate of insurance furnished to the Public Entity evidences limits of liability lower than those maintained by the Contractor.

6.10 Survival. The provisions of this Section shall survive the expiration or termination of this Agreement.

7. **WORK PRODUCT.** All originals and copies of work product, including plans, sketches, layouts, designs, design specifications, records, files, computer disks, magnetic media or material which may be produced or modified by Contractor while performing the Work shall belong to the City upon delivery. The Contractor shall make such data, documents, and files available to the City and shall deliver all needed or contracted for work product upon the City's request. At the expiration or termination of this Agreement, all originals and copies of any such work product remaining in the possession of Contractor shall be delivered to the City.

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

9. **INDEPENDENT CONTRACTOR.** The Parties intend that the Contractor shall be an independent contractor and that the Contractor has the ability to control and direct the performance and details of its work, the City being interested only in the results obtained under this Agreement. The City shall be neither liable nor obligated to pay Contractor sick leave, vacation pay or any other benefit of employment, nor to pay any social security or other tax which may arise as an incident of employment. Contractor shall take all necessary precautions and shall be responsible for the safety of its employees, agents, and subcontractors in the performance of the contract work and shall utilize all protection necessary for that purpose. All work shall be done at Contractor's own risk, and Contractor shall be responsible for any loss of or damage to materials, tools, or other articles used or held for use in connection with the work. The Contractor shall pay all income and other taxes due except as specifically provided in Section 4. Industrial or any other insurance that is purchased for the benefit of the City, regardless of whether such may provide a secondary or incidental benefit to

the Contractor, shall not be deemed to convert this Agreement to an employment contract. If the Contractor is a sole proprietorship or if this Agreement is with an individual, the Contractor agrees to notify the City and complete any required form if the Contractor retired under a State of Washington retirement system and agrees to indemnify any losses the City may sustain through the Contractor's failure to do so.

10. CONFLICT OF INTEREST. It is recognized that Contractor may or will be performing professional services during the Term for other parties; however, such performance of other services shall not conflict with or interfere with Contractor's ability to perform the Services. Contractor agrees to resolve any such conflicts of interest in favor of the City. Contractor confirms that Contractor does not have a business interest or a close family relationship with any City officer or employee who was, is, or will be involved in the Contractor's selection, negotiation, drafting, signing, administration, or evaluating the Contractor's performance.

11. EQUAL OPPORTUNITY EMPLOYER. In all services, programs, activities, hiring, and employment made possible by or resulting from this Agreement or any subcontract, there shall be no discrimination by Contractor or its subcontractors of any level, or any of those entities' employees, agents, subcontractors, or representatives against any person because of sex, age (except minimum age and retirement provisions), race, color, religion, creed, national origin, marital status, or the presence of any disability, including sensory, mental or physical handicaps, unless based upon a bona fide occupational qualification in relationship to hiring and employment. This requirement shall apply, but not be limited to the following: employment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Contractor shall comply with and shall not violate any of the terms of Chapter 49.60 RCW, Title VI of the Civil Rights Act of 1964, the Americans With Disabilities Act, Section 504 of the Rehabilitation Act of 1973, 49 CFR Part 21, 21.5 and 26, or any other applicable federal, state, or local law or regulation regarding non-discrimination.

12. GENERAL PROVISIONS.

12.1 Interpretation and Modification. This Agreement, together with any attached Exhibits, contains all of the agreements of the Parties with respect to any matter covered or mentioned in this Agreement and no prior statements or agreements, whether oral or written, shall be effective for any purpose. Should any language in any Exhibits to this Agreement conflict with any language in this Agreement, the terms of this Agreement shall prevail. The respective captions of the Sections of this Agreement are inserted for convenience of reference only and shall not be deemed to modify or otherwise affect any of the provisions of this Agreement. Any provision of this Agreement that is declared invalid, inoperative, null and void, or illegal shall in no way affect or invalidate any other provision hereof and such other provisions shall remain in full force and effect. Any act done by either Party prior to the effective date of the Agreement that is consistent with the authority of the Agreement and compliant with the terms of the Agreement, is hereby ratified as having been performed under the Agreement. No provision of this Agreement, including this provision, may be amended, waived, or modified except by written agreement signed by duly authorized representatives of the Parties.

12.2 Assignment and Beneficiaries. Neither the Contractor nor the City shall have the right to transfer or assign, in whole or in part, any or all of its obligations and rights hereunder without the prior written consent of the other Party. If the non-assigning party gives its consent to any assignment, the terms of this Agreement shall continue in full force and effect and no further assignment shall be made without additional written consent. Subject to the foregoing, the rights and obligations of the Parties shall inure to the benefit of and be binding upon their respective successors in interest, heirs and assigns. This Agreement is made and entered into for the sole protection and

benefit of the Parties hereto. No other person or entity shall have any right of action or interest in this Agreement based on any provision set forth herein.

12.3 Compliance with Laws. The Contractor shall comply with and perform the Services in accordance with all applicable federal, state, local, and city laws including, without limitation, all City codes, ordinances, resolutions, regulations, rules, standards and policies, as now existing or hereafter amended, adopted, or made effective.

12.4 Contractor's Employees – Employment Eligibility Requirements. The Contractor and any subcontractors shall comply with E-Verify as set forth in Lakewood Municipal Code Chapter 1.42. E-Verify is an Internet-based system operated by United States Citizenship and Immigration Services in partnership with the Social Security Administration. E-Verify is free to employers and is available in all 50 states. E-Verify provides an automated link to federal databases to help employers determine employment eligibility of new hires and the validity of their Social Security numbers. The Contractor shall enroll in, participate in and document use of E-Verify as a condition of the award of this contract. The Contractor shall continue participation in E-Verify throughout the course of the Contractor's contractual relationship with the City. If the Contractor uses or employs any subcontractor in the performance of work under this contract, or any subsequent renewals, modifications or extension of this contract, the subcontractor shall register in and participate in E-Verify and certify such participation to the Contractor. The Contractor shall show proof of compliance with this section, and/or proof of subcontractor compliance with this section, within three (3) working days of the date of the City's request for such proof.

12.5 Contractor's Employees - Department of Retirement Systems (DRS) Retiree Return to Work Verification Process. The City's obligation to comply with DRS Retiree Return to Work Verification Process extends to Independent Contractors and Third Party Workers. The Contractor hereby certifies that no one who will be providing service to the City of Lakewood has retired under a DRS system or will provide a list, attached hereto as "Exhibit C" of DRS retirees who will be providing services to the City of Lakewood.

12.6 Enforcement. Time is of the essence of this Agreement and each and all of its provisions in which performance is a factor. Adherence to completion dates set forth in the description of the Services is essential to the Contractor's performance of this Agreement. Any notices required to be given by the Parties shall be delivered at the addresses set forth at the beginning of this Agreement. Any notices may be delivered personally to the addressee of the notice or may be deposited in the United States mail, postage prepaid, to the address set forth above. Any notice so posted in the United States mail shall be deemed received three (3) days after the date of mailing. Any remedies provided for under the terms of this Agreement are not intended to be exclusive, but shall be cumulative with all other remedies available to the City at law, in equity or by statute. The failure of the City to insist upon strict performance of any of the covenants and agreements contained in this Agreement, or to exercise any option conferred by this Agreement in one or more instances shall not be construed to be a waiver or relinquishment of those covenants, agreements or options, and the same shall be and remain in full force and effect. Failure or delay of the City to declare any breach or default immediately upon occurrence shall not waive such breach or default. Failure of the City to declare one breach or default does not act as a waiver of the City's right to declare another breach or default. This Agreement shall be made in, governed by, and interpreted in accordance with the laws of the State of Washington. If the Parties are unable to settle any dispute, difference or claim arising from this Agreement, the exclusive means of resolving that dispute, difference, or claim, shall be by filing suit under the venue, rules and jurisdiction of the Pierce County Superior Court, Pierce County, Washington, unless the parties agree in writing to an alternative process.

If the Pierce County Superior Court does not have jurisdiction over such as suit, then suit may be filed in any other appropriate court in Pierce County, Washington. Each party consents to the personal jurisdiction of the state and federal courts in Pierce County, Washington and waives an objection that such courts are an inconvenient forum. If either Party brings any claim or lawsuit arising from this Agreement, each party shall pay all its legal costs and attorney's fees and expenses incurred in defending or bringing such claim or lawsuit, including all appeals, in addition to any other recovery or award provided by law; provided, however, nothing in this paragraph shall be construed to limit the Parties' rights to indemnification under Section 5 of this Agreement.

12.7 Execution. Each individual executing this Agreement on behalf of the City and Contractor represents and warrants that such individual is duly authorized to execute and deliver this Agreement. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and with the same effect as if all Parties hereto had signed the same document. All such counterparts shall be construed together and shall constitute one instrument, but in making proof hereof it shall only be necessary to produce one such counterpart. The signature and acknowledgment pages from such counterparts may be assembled together to form a single instrument comprised of all pages of this Agreement and a complete set of all signature and acknowledgment pages. The date upon which the last of all of the Parties have executed a counterpart of this Agreement shall be the "date of mutual execution" hereof.

[Signature page follows]

IN WITNESS, the Parties hereto have caused this agreement to be executed the day and year first above written.

Date: _____

CITY OF LAKEWOOD

John J. Caulfield, City Manager

ATTEST:

Briana Schumacher, City Clerk

APPROVED AS TO FORM:

Heidi Ann Wachter, City Attorney

AHBL

Lisa Klein

Digitally signed by Lisa Klein
DN: cn=Lisa Klein, o=AHBL, ou,
email=lklein@ahbl.com, c=US
Date: 2024.01.22 15:23:39 -08'00'

Lisa Klein, Associate Pri

EXHIBIT “A”

SERVICES

Provide a complete description of any services that the Contractor will render including any limitations or requirements, special methods, and any instructions on how to do the services, reports or track the services.

1. The Contractor shall do or provide the following:

The Lakewood Community Development Department is seeking outside consulting services to process pending planning and development engineering applications. This service is being sought as a result of an increase in permit activity and the use of an outside consultant would assist in expediting development permits. The following scope of services would be provided and would vary depending on each application type and level of complexity. AHBL will provide approximately 20 hours per week to perform these services. Additional time may be required/provided by the Consultant as directed by the City's Development Services Manager or Community Development Director.

A. Responsibilities of the City:

1. Provide the Consultant with relevant background materials.
2. Provide the Consultant with access to GIS data base files.
3. Prepare public notification requirements including postings (if any), mailings, the filing of public hearing notices with the newspaper of record, and on the City's web site.
4. Prepare the administrative record and maintain all original public documents.
5. Review/edit planning and/or site development comment letters, staff reports, draft resolutions, and environmental documentation.

B. Responsibilities of the Consultant:

1. Review background materials including the application file.
2. Interview senior community development staff for application history and relevant project information.
3. Attend pre-application meetings and/or internal project review meetings as directed by the planning manager or community development director.
4. Review Lakewood Municipal Code requirements for processing the permit application; consult with the principal planner, building official (for site development) and community development director as needed.
5. Prepare the Notice of Application, Notice of Public Hearing and any other public notice requirements.
6. Prepare SEPA documentation as approved by the Development Services Manager and/or Community Development Director. Primary tasks include review of the applicant's SEPA Checklist; review and respond in writing to any public comments; and prepare threshold determination.
7. Prepare staff report as approved by the planning manager and/or community development director.
8. Attend Planning Advisory Board meetings and City Council meeting as required depending on the type of application. Provide verbal presentations at the meetings and respond to questions, if any.
9. Attend Hearing Examiner public hearings; provide verbal presentation and respond to questions, if any.

EXHIBIT "B"

COMPENSATION

1. Total Compensation: In return for the Services, the City shall pay the Contractor an amount not to exceed \$185 or \$205 and 00/100 Dollars (per hour) and Washington State sales tax equal to 0 and 00/100 Dollars (\$ 0.00) for a total amount not to exceed \$100,000 and 00/100 Dollars (\$ 0.00).

2. Method of Compensation:

\$185 per hour is for current planning services; \$205 per hour is for engineering services.

Compensation is through a monthly billing process. All invoices shall be sent to the Economic Development Manager, Becky Newton. A purchase order number shall be assigned to this contract upon its approval. Contractor shall include the purchase order number on all invoices.

REQUEST FOR COUNCIL ACTION

DATE ACTION IS REQUESTED:

February 5, 2024

PUBLIC HEARING:

March 4, 2024

REVIEW:**TITLE:** Resolution

establishing March 4, 2024, as the date for a public hearing to consider the proposed Vacation of the 20 foot wide alley abutting Lots 1 through 14, Block 69 Town Plat of Lakeview.

TYPE OF ACTION:

— ORDINANCE

☒ RESOLUTION NO. 2024-04

— MOTION

— OTHER

ATTACHMENTS: Resolution, Application, Petition, Exhibits

SUBMITTED BY: Paul A. Bucich, P.E., Public Works Engineering Director/City Engineer

RECOMMENDATION: It is recommended that the City Council pass a resolution establishing March 4, 2024, as the date for a public hearing regarding the proposed vacation of the 20 foot wide alley abutting Lots 1 through 14, Block 69 Town Plat of Lakeview.

DISCUSSION: On January 19, 2024, the City Clerk received a complete petition and application for the vacation of the alley right-of-way from Jonathon Paul of Fulcrum Development Inc. representing Steve Borman, the owner of real property on 111th St SW which abuts the alley under consideration. The property owner(s) desire to take ownership of the public right-of-way in order to increase and consolidate the area of their existing lots.

In accordance with state law and City code, the City Council shall, by resolution, fix a time when the petition shall be heard and determined by the City Council, which time shall not be more than 60 days nor less than 20 days after the date of adoption of the resolution. A staff report will be prepared in accordance with the City Code and provided to the City Council in conjunction with the March 4, 2024 public hearing.

ALTERNATIVE(S): State statute and City code require the City Council to schedule a hearing within a specified period of time when a complete petition, signed by the owners of more than two-thirds of the property abutting upon the part of such street or alley sought to be vacated, has been submitted to the City Clerk. (RCW 35.79.010 and LMC 12.12.070.) Therefore, the only alternative would be to modify the date of the public hearing, while staying within the time constraints as noted above.

FISCAL IMPACT: There are no fiscal impacts associated with setting a date for a public hearing. Fiscal aspects of the street vacation will be presented to the City Council in the public hearing staff report.

Franc Sawatzki

Prepared by

Paul A. Bucich

Department Director


City Manager

RESOLUTION NO. 2024-04

A RESOLUTION of the City Council of the City of Lakewood, Washington, setting a public hearing on March 4, 2024, to consider the vacation of the 20 foot wide alley abutting Lots 1 through 14, Block 69 Town Plat of Lakeview.

WHEREAS, the City of Lakewood, Washington, has received a petition signed by owners of at least two-thirds (2/3) of the property abutting a portion of the right-of-way, located within the City of Lakewood, Washington, requesting that the same be vacated; and

WHEREAS, pursuant to Section 35.79.010 of the Revised Code of Washington and Lakewood Municipal Code Chapter 12.12, a hearing on such vacation shall be set by Resolution, with the date of such hearing being not more than sixty (60) days nor less than twenty (20) days after the date of passage of such Resolution; and

WHEREAS, under Lakewood Municipal Code section 12.12.080, the City Manager, or the designee thereof, shall prepare a report concerning the proposed vacation for the City Council that will be used in considering whether to vacate the property, with a copy of the report to be served upon the representative of the petitioners, at least five days prior to the hearing; and

WHEREAS, after passage of this Resolution, notice of this hearing shall be given as required under state and local laws.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LAKEWOOD, WASHINGTON HEREBY RESOLVES as follows:

Section 1. That a hearing be held on the petition for vacation of the 20 foot wide alley abutting Lots 1 through 14, Block 69 Town Plat of Lakeview within the City of Lakewood, Washington, more particularly shown in the attached map and legally described as follows:

THE 20.00 FEET WIDE ALLEY ABUTTING OR ADJOINING LOTS 1 THROUGH 14, BLOCK 69, TOWN PLAT OF LAKEVIEW, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 5 OF PLATS, PAGE 12, RECORDS OF PIERCE COUNTY, WASHINGTON; CONTAINING 3,583 SQUARE FEET; SITUATE IN THE CITY OF LAKEWOOD, COUNTY OF PIERCE, STATE OF WASHINGTON.

And the same hereby is set for 7:00 p.m. on the 4th day of March 2024, or as soon thereafter as the matter may be heard, at the City Council Chambers at 6000 Main Street SW, Lakewood, Washington.

Section 2. That this Resolution shall be in full force in effect upon passage and signatures hereon.

PASSED by the City Council this 5th day of February, 2024.

CITY OF LAKEWOOD

Jason Whalen, Mayor

Attest:

Briana Schumacher, City Clerk

Approved as to form:

Heidi Ann Wachter, City Attorney



STREET OR ALLEYWAY VACATION APPLICATION

CITY OF LAKEWOOD - PUBLIC WORKS ENGINEERING DEPARTMENT
6000 MAIN STREET SW
LAKEWOOD, WA 98499
Office (253) 589-2489/ Fax (253) 512-2268



4987/9237

See Lakewood Municipal Code 12.12 for additional information

SITE ADDRESS: _____

TAX PARCEL NUMBER: _____

PROPERTY OWNER INFORMATION (REQUIRED):

Name: _____ Daytime Phone: _____

Mailing Address: _____ Fax Number: _____

City/State/Zip: _____

E-mail address: _____

APPLICANT INFORMATION (REQUIRED)

☐ Check if same as Property Owner

Name: _____ Daytime Phone: _____

Mailing Address: _____ Fax Number: _____

City/State/Zip: _____

E-mail address: _____

Will the Applicant be the contact Person?

☐ Yes OR ☐ No

If other, please specify below

Name: _____ Daytime Phone: _____

Mailing Address: _____ Fax Number: _____

City/State/Zip: _____

E-mail address: _____

Please provide a detailed project description. (Attach Additional Sheets if necessary)

THE FOLLOWING MUST BE SUBMITTED WITH THE APPLICATION

DESCRIPTION OF REQUIRED DOCUMENTS	NUMBER REQUIRED
STREET OR ALLEY VACATION APPLICATION	1
STREET OR ALLEY VACATION FEE: \$1,840.00*	1
SURVEY, VICINITY MAP, PLAT MAP, AND LEGAL DESCRIPTION	1
STREET VACATION PETITION	1

*A 2% Technology fee will be applied to the total permit cost for processing.

TO THE LAKEWOOD CITY COUNCIL

To Whom It May Concern:

We, the undersigned freeholders of The City of Lakewood, Pierce County, State of Washington, do hereby respectfully petition for the vacation of the following described property:

Reserving, however, to the City of Lakewood and to such utility companies duly franchised in the City of Lakewood, perpetual easements under or over the above described property for the installation, operation, and maintenance of such utility franchises as they may exist at the time of this vacation pursuant to provisions contained in RCW 36.87.140.

The Area To Be Vacated Contains:

The Appraised Value:

One-half the Appraised Value of Land to be Vacated,
Which Shall be Due Prior to the City Council Adopting
an Ordinance Vacating Said Land

Notice to all parties signatory hereto:

Please print your name beneath your signature and clearly print your address to assure notice of forthcoming public hearing(s).

PRINCIPAL PETITIONER

**PARCEL NO. OF
PROPERTY OWNED**

**COMPLETE
RESIDENTIAL
MAILING ADDRESS**

1.

**ADDITIONAL PETITIONERS
INCLUDING ADJOINING OWNERS**
(requires majority of frontage owners)

1.


Signature

Print Name

PRINCIPAL PETITIONER

PARCEL NO. OF
PROPERTY OWNED

COMPLETE
RESIDENTIAL
MAILING ADDRESS

2. _____
Signature

Print Name

3. _____
Signature

Print Name

4. _____
Signature

Print Name

5. _____
Signature

Print Name

6. _____
Signature

Print Name

7. _____
Signature

Print Name

8. _____
Signature

Print Name

Said Petitioners believe that the above described right-of-way is not useful as a part of the City of Lakewood Road System and that the public will be benefited by the Vacation; and , therefore, pray for the Vacation of said right-of-way as provided by law, and assume responsibility for all aforementioned fees and/or costs as per R.C.W. Chapter 36.87.

Respectfully submitted this _____ day of _____, 20_____.

NOTE: Petition must be returned within 90 days from _____.

STATEMENT OF UNDERSTANDING

In signing this Petition, the Principal Petitioner certifies that he/she has read and agrees to the following:

The City of Lakewood does not warrant title to any vacated lands. Such title as does pass by virtue of the vacation process will vest according to law.

Notice of the Vacation Hearing shall be mailed to the person designated as Principal Petitioner.



EXHIBIT A

111TH ST SW

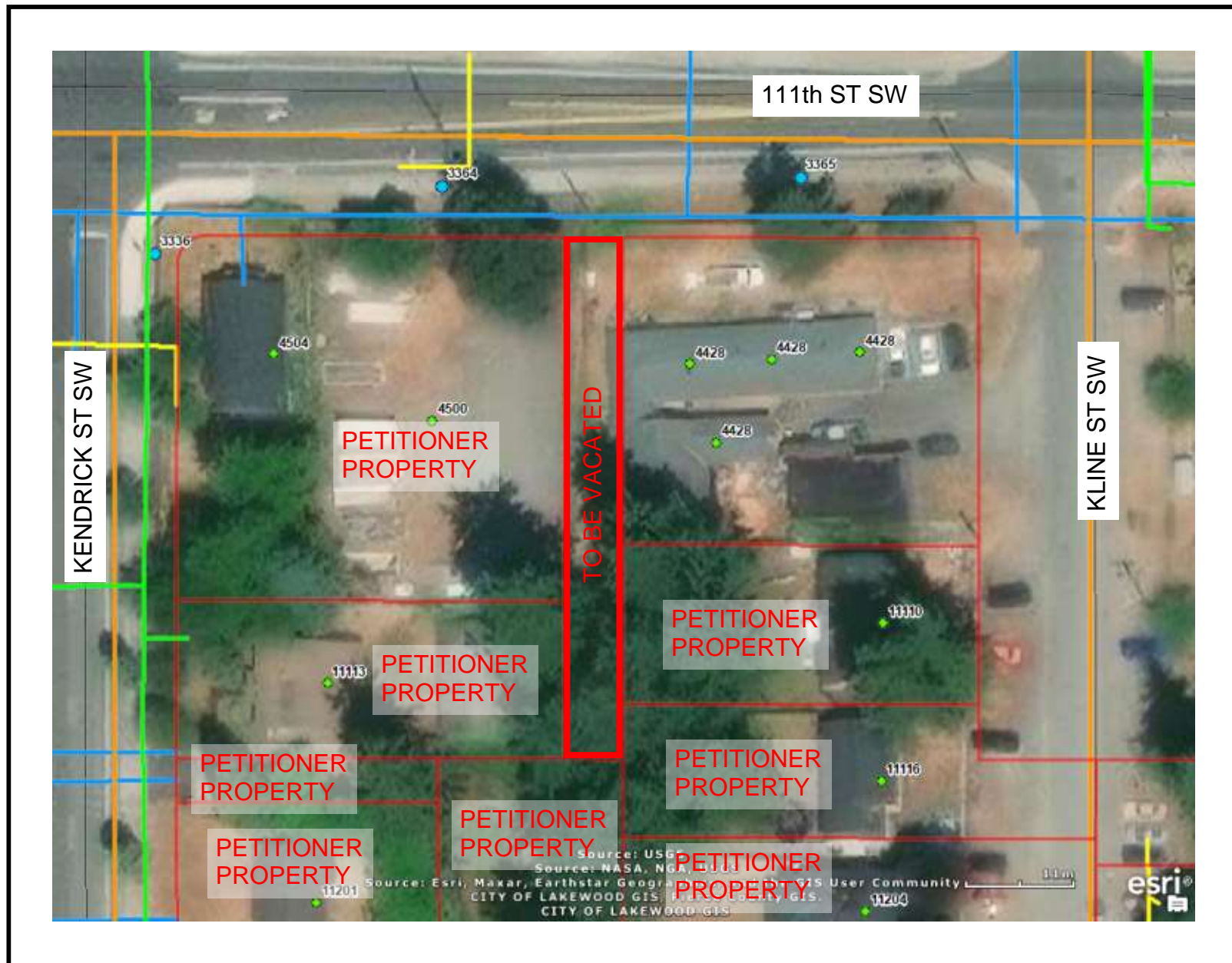
LAKEVIEW AVE SW

KENDRICK ST SW

KLINE ST SW

ST CLAIRE
HOSPITAL

EXHIBIT B



State of Oregon, Co. of Clatsop, ss. I, James M. Smith, County Clerk, do hereby certify that John L. Jackson and Maria H. Jackson, and his wife of Clatsop County, Oregon, being the owners in fee simple of the following described parcels of land, to-wit: Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827,

[illegible]

State of Washington.
County of _____
I, J. B. Taylor, a Notary Public in and for the County of _____, State of Washington, do hereby certify that on this 30 day of _____ A. D. 1900, personally appeared before me _____ and _____ his wife, _____ and _____ personally known to the individuals described in and who executed the within instrument and acknowledged that they signed and sealed the same, as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Witness my hand & official seal this 13th day of March 1888.

THE EASTERLY 15' OF KENDRICK ST.
BORDERING S.W. 76' AC. S. 20-43 RES. 9504

A. H. KIRKMAN, Notary Public
in and for Pierce County, Washington
Tacoma, Tacoma, Washington

This portion of Kendrick St. lying bet. North
boundary of Wall St. and So. boundary of Pacific St.
This portion of Hayden St. lying bet. Blks. 74 & 75
together with Alleys in Blk. 74 & 75 vac. by Co. Comm.
Sb. Resolution No. 1321 Recorded May 17-1942 Vol 672
Pg 699 of Deeds

LTM.

Granted and in request of C. M. Hayden May 15 1890 at 23 m 1/2

East 11th Street

4

Edward Higgins
Auditor, Pierce Co. Ill.

By W. H. Allen

Blocks 88 to 114 inclusive located including streets and
streets No. 2, Corn R. No. 256 - S. 24th 1714, Lake St. &
Orient St. not located

RESOLUTION #18301
VACATING PORTION OF:
AF# 2625091

BOUNDARY LINE REVISION - AF# 2811086527
S.L. REVISION - AF# 710706P140

Resolution # 18277
Voting str. 108th
St. George's Park - West Valley
of Bk 811 Sec 26 23 11

Resolution # 17025
creating portions of Clinic H & all up

RESOLUTION # 19217
VACATING 3 PARCELS
AT # 2202663

For reference only, not for re-sale.



**Lakewood Planning Commission
December 6, 2023
Meeting Minutes**

MEETING PLACE/DATE

Lakewood City Hall (6000 Main St SW, Lakewood, WA) / December 6, 2023.

WELCOME/CALL TO ORDER

Mr. Don Daniels, Chair called the hybrid ZOOM meeting to order at 6:30 p.m.

ROLL CALL

Planning Commission Members Present: Don Daniels, Chair; Ryan Pearson, Vice-Chair; Paul Wagemann, Robert Estrada, and Linn Larsen

Planning Commission Members Excused: Brian Parsons and Philip Combs

Staff: Tiffany Speir, Long Range & Strategic Planning Manager; and Karen Devereaux, Administrative Assistant

Youth Council Liaison: None in attendance

Council Liaison: Councilmember Paul Bocchi (not present)

APPROVAL OF MINUTES

The minutes of the meeting held on November 15, 2023 were approved by voice vote 4-0 as written. M/S/C Pearson/Estrada. (Linn Larsen arrived just after the vote was taken.)

AGENDA UPDATES None.

PUBLIC COMMENT

No public in attendance at meeting and online participants did not raise hands to give public comment.

UNFINISHED BUSINESS None.

NEW BUSINESS

Review of Initial Draft 2024 Housing Element

Ms. Tiffany Speir described the draft 2024 Housing Element, noting it includes nine (9) goals and 61 policies. These goals and policies would be realized over time through the City's implementation strategies, including: infrastructure improvements; future subarea and residential area planning; design and development regulations; the

process of development review; and other methods.

The Housing Element was based on an assessment of Lakewood’s current demographics and existing housing stock. It would also be consistent with the WA Growth Management Act (GMA), Puget Sound Regional Council (PSRC) regional planning policies (MPPs) and Regional Growth Strategy included within Vision 2050, the Pierce County Countywide Planning Policies (CPPs), and other elements of the City’s Comprehensive Plan.

Recognition of Planning Commissioners with Expiring Terms

Ms. Tiffany Speir thanked commissioners Don Daniels, Ryan Pearson, Paul Wagemann, and Brian Parsons for their service to the city and her appreciation for all the projects they have completed over the past 5 years. Commissioners received certificates or recognition from Mayor Whalen.

Ms. Speir shared the Council decision to appoint four new commissioners who will begin serving on Wednesday, January 3, 2024 for a 5-year term. The new commissioners would be Mark Herr, Philip Lindholm, Ellen Talbo, and Sharon Kay Wallace.

REPORTS

Council Liaison Comments None.

City Staff Comments

Ms. Speir reviewed the upcoming meeting schedule with the Planning Commission:

- January 3: Election of 2024 Commission Chair and Vice Chair; Review of 2024 Work Plan
- January 17: Overview of 2024 Comprehensive Plan Periodic Review
- February 7: Discussion of initial draft 2024 Transportation Element and Related Development Regulations, including Street Design and Parking

Commission Members Comments

The commissioners shared well wishes with the exiting members and Mr. Don Daniels, Chair thanked everyone for their efforts during their terms.

NEXT MEETING The December 20th meeting was cancelled. The Planning Commission would reconvene on January 3, 2024.

ADJOURNMENT Meeting adjourned at 7:10 p.m.

Robert W Estrada

Robert Estrada, Acting Chair 01/03/2024

Karen Devereaux, Clerk 01/03/2024

Signature: Robert W Estrada
Robert W Estrada (Jan 10, 2024 17:02 PST)

Email: romestrada@comcast.net



**Lakewood Planning Commission
January 3, 2024
Meeting Minutes**

MEETING PLACE/DATE

Lakewood City Hall (6000 Main St SW, Lakewood, WA) / January 3, 2024.

WELCOME/CALL TO ORDER

Mr. Robert Estrada, Presiding Chair called the meeting to order at 6:30 p.m.

ROLL CALL

Planning Commission Members Present Robert Estrada; Philip Combs; Sharon Wallace, Mark Herr, Ellen Talbo and Philip Lindholm.

Planning Commission Members Excused Linn Larsen

Staff David Bugher, Assistant City Manager, Community and Economic Development Director; Tiffany Speir, Long Range & Strategic Planning Manager; and Karen Devereaux, Administrative Assistant

Youth Council Liaison None in attendance

Council Liaison A Councilmember to be assigned at the Monday, January 8, 2024 meeting and announced to commission members at the January 17th meeting.

Recognition of Newly Appointed Planning Commissioners

Mr. Robert Estrada, Presiding Chair welcomed the newly appointed commissioners and requested they introduce themselves to the group. Mr. Estrada then asked that staff introduce themselves to the new commissioners.

ELECTION OF 2024 CHAIR AND VICE-CHAIR

The floor was opened for nominations for Chair. Mr. Mark Herr nominated Mr. Robert Estrada. No other nominations were made. A voice vote was taken and Mr. Estrada was elected, 6-0.

Mr. Philip Lindholm nominated Mr. Phillip Combs for Vice-Chair. No other nominations were made. A voice vote was taken and Mr. Combs was elected, 6-0.

APPROVAL OF MINUTES

The minutes of the meeting held on December 6, 2023 were approved by voice vote 6-0 as written. M/S/C Combs/Talbo.

AGENDA UPDATES None.

PUBLIC COMMENT

No public in attendance at meeting and no online participants were present.

UNFINISHED BUSINESS None.

NEW BUSINESS

Review of Planning Commission 2024 Work Plan

Tiffany Speir reviewed the Commission's 2024 work plan, including the strong focus on the 2024 Comprehensive Plan Periodic Review.

REPORTS

Council Liaison Comments None. The 2024 Council liaison would be appointed at the January 15 City Council meeting and was anticipated to be Councilmember Paul Bocchi.

City Staff Comments

Ms. Speir reviewed the upcoming meeting schedule with the Planning Commission:

- January 17: Overview of 2024 Comprehensive Plan Periodic Review

Commission Members Comments None.

NEXT MEETING The Planning Commission would next meet on January 17, 2024.

ADJOURNMENT Meeting adjourned at 7:20 p.m.

Robert Estrada
Robert Estrada / Jan 18, 2024 11:53 PST

Robert Estrada, Chair 01/17/2024

Karen Devereaux
Karen Devereaux / Jan 22, 10:24 PM PST

Karen Devereaux, Clerk 01/17/2024

REQUEST FOR COUNCIL ACTION

DATE ACTION IS REQUESTED: February 5, 2024	TITLE: Ordinance authorizing the execution of a franchise agreement with Zayo for telecommunications	TYPE OF ACTION: <input checked="" type="checkbox"/> ORDINANCE NO. 796 <input type="checkbox"/> RESOLUTION NO. <input type="checkbox"/> MOTION NO. <input type="checkbox"/> OTHER
REVIEW:		
ATTACHMENTS: Zayo Franchise Agreement		

SUBMITTED BY: Michael Vargas, Assistant to the City Manager/Policy Analyst


RECOMMENDATION: It is recommended that the City Council authorize the franchise agreement with the Zayo Group.

DISCUSSION: The Zayo Group is a private telecommunications company headquartered in Boulder, Colorado. The Zayo Group provides telecommunication infrastructure services to Internet Service Providers, to include Comcast.

The City Council granted the Zayo Group a franchise agreement to provide telecommunication infrastructure services in Lakewood on February 6th, 2013. The current franchise agreement is now expiring, and the City and the Zayo Group have negotiated a new franchise agreement.

ALTERNATIVE(S): The City Council may elect not to enter into a new franchise agreement with the Zayo Group with the proposed new terms. The City Council may elect new terms be proposed, or not to offer a franchise agreement at all, reducing telecommunication services in the community.

FISCAL IMPACT: There is no direct fiscal impact.

Michael Vargas Prepared by	 City Manager Review
John Caulfield Department Director	

DISCUSSION: (continued)

The new franchise agreement terms remain largely unchanged, except for two sections in order to match industry standards:

- **Section 9 Relocation of Facilities:** The relocation of facilities, such as fiber optic cables, in order for the City to complete public works projects is to occur within 30 days of notification from the City. This is an industry standard clause, and the Zayo Group has historically relocated facilities within the 30 day timeframe throughout the years.
- **Section 19 Franchise Term:** Contract term has been changed to an initial term of five years, with up to three automatic 5-year extensions. The City and the Zayo Group may elect not to have the franchise agreement automatically extend if desired.

ORDINANCE NO. 796

An ordinance of the City of Lakewood, Washington, granting a five (5) year, nonexclusive telecommunications franchise to Zayo Group, LLC; providing for severability; and establishing an effective date.

WHEREAS, the Public Rights-of-Way within the City of Lakewood ("the City") belong to the public and are built and maintained at public expense for the use of the general public, the primary purpose of which is public travel, and must be managed and controlled consistent with that intent; and

WHEREAS, the use Public Rights-of-Way unrelated to public travel, such as water mains, gas pipes, pipelines, and telecommunications and cable facilities, is secondary and subordinate to the primary use for travel; such secondary use is permissible only when not inconsistent with the primary purpose of the establishment of such a Public Rights-of-Way; and, such use as a place of private business or as a main instrumentality of private business is accorded in most instances as a mere privilege under state law and there is no inherent right in a private individual to conduct private business in the public streets; and

WHEREAS, the failure of service providers to abide by Public Rights-of-Way management standards and the failure of local government to adequately control Public Rights-of-Way can lead and has led to damage to the use of the Public Rights-of-Way and other property interests; and

WHEREAS, the requirement of a performance bond ensures that work done in the Public Rights-of-Way complies with or can be made to comply with requirements that ensure public safety and limit liability of the City; and

WHEREAS, insurance and indemnity requirements protect the City from monetary loss in the event of City liability due to acts of the secondary users of the Public Rights-of-Way; the City should not be exposed to liability of any kind as a result of the presence in the Public Rights-of-Way of the facilities of secondary users because the secondary user controls the design, construction, and installation of those facilities, profits from use of those facilities, is better suited and positioned to protect against such harms, and, but for the existence of those facilities, no injury would have occurred; and

WHEREAS, the City has a substantial government interest in knowing the identity of those persons with facilities in its Public Rights-of-Way so that it may, among other things, provide notice of hazardous or defective conditions, violations of regulatory or contractual requirements, joint trenching opportunities, relocation requirements for public or private improvements, identify locations of facilities, or identify the proper parties in the event of litigation; and

WHEREAS, the City has a substantial government interest in requiring notice and approval of a transfer of the rights, duties, and obligations of those persons Franchised to be in the Public Rights-of-Way to ensure that the City does not lose any legal rights or protection as a result of the transfer, to ensure that such persons are aware of and agree to comply with all rights, duties, and obligations previously agreed to, to ensure that companies do not simply transfer agreements to avoid complying with regulatory or contractual requirements, and to ensure that the City has accurate contact information for the operator of the facilities in the Public Rights-of-Way in the event of an emergency; and

WHEREAS, the increasing demand for use of Public Rights-of-Way is causing, and will continue to cause, local governments to expand management services and responsibilities which includes more frequent inspections, repairs, and re-paving, sophisticated mapping technologies and systems and increased personnel; and

WHEREAS, the recovery of administrative costs incurred by the City in preparing, considering, awarding authorization to use or construct or install facilities within the Public Rights-of-Way is a cost of regulation and management of the Public Rights-of-Way and is authorized under state and federal law; and

WHEREAS, Zayo Group, LLC, has made application to the City of Lakewood for a nonexclusive franchise to provide telecommunications services using the Public Rights-of-Way; and

WHEREAS, based on representations and information provided by Zayo Group, LLC, and in response to its request for the grant of a franchise, the City Council has determined that the grant of a nonexclusive franchise, on the terms and conditions herein and subject to applicable law, are consistent with the public interest; and

WHEREAS, the City is authorized by applicable law to grant such a nonexclusive franchise within the boundaries of the City;

NOW, THEREFORE, for and in consideration of the mutual benefits and the terms and conditions of the below Franchise Agreement, THE CITY COUNCIL OF THE CITY OF LAKEWOOD, WASHINGTON DO ORDAIN, AS FOLLOWS:

Section I. Definitions.

1.1 Where used in this franchise (the "Franchise") the following terms shall mean:

1.1.1 "Franchisee" means Zayo Group, LLC, a Delaware limited Liability Company, and its successors and assigns.

1.1.2. "City" means the City of Lakewood, an optional code city of the State of Washington, and its successors and assigns.

1.1.3 "Days" means calendar days.

1.1.4 "Franchise Area" means any, every and all of the roads, streets, avenues, alleys and highways of the City as now laid out, platted, dedicated or improved; and any, every and all roads, streets, avenues, alleys and highways that may hereafter be laid out, platted, dedicated or improved within the present limits of the City and as such limits may be hereafter extended.

1.1.5 "Facilities" means any part or all of the facilities, equipment and appurtenances of Franchisee whether underground or overhead and located within the Public Rights-of-Way as part of the Franchisee's Utility System, including but not limited to, conduit, case, pipe, line, fiber, cabling, equipment, equipment cabinets and shelters, vaults, generators, conductors, poles, carriers, drains, vents, guy wires, encasements, sleeves, valves, wires, supports, foundations, towers, anchors, transmitters, receivers, antennas, and signage.

1.1.6 "Ordinance" shall mean this Ordinance setting forth the terms and conditions upon which the Franchisee shall be granted a Franchise.

1.1.7 "Public Works Director" means the head of the Public Works Department or his/her designee.

Section 2. Nonexclusive Franchise Granted.

2.1 Subject to the terms and conditions of this Franchise, the City hereby grants to the Franchisee the right, privilege, authority and franchise to set, erect, lay, construct, extend, support, attach, connect and stretch wire cable between, maintain, repair, replace, enlarge, operate and use Facilities in, upon, over, under, along, across and through the Franchise Area for purposes of maintaining and operating a telecommunications network.

2.2 Nothing in this Franchise shall prevent the City from constructing sewers; grading, changing grade, paving, repairing or altering any Public Rights-of-Way; laying down, repairing or removing water mains; or installing conduit or fiber optic cable.

2.3 This Franchise merely authorizes Franchisee to occupy and use public ways and offer telecommunications services within the City. Nothing contained herein shall be construed to grant or convey any right, title; or interest in the public ways of the City to the Franchisee.

Section 3. Non-interference of Facilities.

3.1 Franchisee's Facilities shall be located, constructed, installed, maintained and repaired within the Franchise Area in accordance with applicable safety standards, and so as not to unreasonably interfere with the free and safe passage of pedestrian and/or vehicle traffic therein or with the reasonable ingress or egress to properties abutting thereto and in accordance with the laws of the State of Washington. Franchisee shall exercise its rights within the Franchise Area in accordance with applicable City codes and ordinances governing use and occupancy of the

Franchise Area; provided, however, in the event of any conflict or inconsistency of such codes and ordinances with the terms and conditions of this Franchise, the terms and conditions of this Franchise shall govern and control; provided, further, nothing herein shall be deemed to waive, prejudice or otherwise limit any right of appeal afforded Franchisee by such City codes and ordinances.

3.2 In the event that the Public Works Director reasonably determines, after providing written notice to Franchisee and a reasonable opportunity for Franchisee to respond to his or her concerns, that any one or more of Franchisee's Facilities within the Franchise Area interferes with the free and safe passage of pedestrian and/or vehicular traffic therein or with the reasonable ingress or egress to properties abutting thereto, then Franchisee shall promptly take such action as is reasonably necessary to eliminate such interference. In so doing, the City shall fully cooperate with Franchisee. In the event such interference requires relocation of Franchisee facilities within the Franchise Area, such relocation shall be accomplished in accordance with Section 9 below. Any such interference, resulting from new development, with ingress or egress to properties abutting the Franchise Area in proximity to Franchisee's Facilities existing within the Franchise Area prior to the development shall be subject to Section 9.5.

3.3 During the term of this Franchise and with respect to poles, if any, which are Facilities and which are wholly owned by the Franchisee and which are within the Franchise Area, the City may, subject to Franchisee's prior written consent, which consent shall not be unreasonably withheld, install and maintain City-owned overhead wires upon such poles for traffic signal communications and to provide for communications to various City buildings such as City Hall, Police building(s), Public Works operation building(s), Sounder Station and other public buildings as they presently exist or may exist in the future. The foregoing rights of the City to install and maintain such wires are further subject to the following:

3.3.1 Such installation and maintenance shall be done by the City at its sole risk and expense in accordance with all applicable laws (including, but not limited to, RCW 70.54.090), and subject to such reasonable requirements as the Franchisee may specify from time to time (including without limitation, requirements accommodating Franchisee's Facilities or the facilities of other parties having the right to use the Franchisee's Facilities).

3.3.2 Franchisee shall have no obligation under Section 11 (or arising under the purview of Section.11) in connection with any City-owned wires so installed or maintained.

3.3.3 Franchisee shall not charge the City a fee for the use of such poles as a means of deriving revenue therefrom; provided however, nothing herein shall require Franchisee to bear any cost or expense in connection with such installation and maintenance by the City including Franchisee's administrative review of and consent to City's request to make use of such poles or any relocation required of City-owned wires under Section 9 hereof.

3.3.4 All installation of City-owned wires shall be done by a qualified contractor with approval by the State electrical inspector and in accordance with all applicable regulations including but not limited to the National Electric Safety Code.

3.3.5 If any work by City contractors or the City involving the installation and maintenance of City-owned wires shall cause Franchisee to replace a utility pole, the City shall reimburse Franchisee for the cost of such.

Section 4. Dangerous Conditions. Authority for the City to Abate.

4.1 In the event that Franchisee's Facilities or operations cause or contribute to a condition that appears to endanger any person or substantially impair the lateral support of the Franchise Area or public or private property adjacent thereto, the Public Works Director may direct Franchisee, at no charge or expense to the City, to promptly take such action as may be reasonably necessary to resolve such condition to eliminate such endangerment. Such directive may include compliance within a prescribed period of time.

4.2 In the event Franchisee fails to promptly take action as directed by the City pursuant to Section 4.1, or fails to fully comply with such direction, or if emergency conditions exist which require immediate action to prevent imminent injury or damage to persons or property, the City may take action as it reasonably believes is necessary with respect to Franchisee's Facilities or operations to protect persons or property and in such event Franchisee shall be responsible to reimburse the City for its costs incurred in so doing.

Section 5. Permit Required.

5.1 Whenever Franchisee works in the Franchise Area for purposes of installation, construction, repair, maintenance or relocation of its Facilities, it shall apply to the City for a permit to do so in accordance with all ordinances and regulations of the City. In no case shall any such work commence within the Franchise Area without a permit, except as otherwise provided in this Franchise.

5.2 Franchisee shall at all times post and maintain proper barricades and comply with all applicable safety regulations during any period of construction or maintenance activities within the Right-of-Way as required by City or state regulations, including RCW 39.04.180, for the construction of trench safety systems.

5.3 In the event of any emergency where any Facilities located in the Franchise Area are broken or damaged, or if Franchisee's work area within the Franchise Area is in such a condition as to endanger any person or property, Franchisee shall immediately take any necessary emergency measures to repair or remove its Facilities or otherwise make its work area safe without first applying for and obtaining a permit as required by Section 5.1. This provision shall not relieve the Franchisee from later obtaining any necessary permit for the emergency work.

Franchisee shall apply for the required permit the next business day following the emergency work or, in the case of an extended state of emergency, as soon thereafter as practical.

Section 6. Restoration.

6.1 Franchisee shall, after any installation, construction, relocation, maintenance, or repair of Facilities within the Franchise Area, promptly restore the Franchise Area to at least the same condition as existed immediately prior to any such installation, construction, relocation, maintenance or repair in accordance with City standards at its sole cost and expense. All survey monuments which are to be disturbed or displaced by such work shall be referenced and restored per WAC 332-120, as the same now exists or may hereafter be amended, and to all pertinent federal, state and City standards and specifications. The Public Works Director shall have final approval of the condition of the Franchise Area after restoration.

6.2 The City reserves the right to not allow open trenching for five years following a street overlay or improvement project. The Franchisee shall be given written notice at least 90 days prior to the commencement of the project. Required trenching due to an emergency, or in the case that no commercially viable alternative route exists, will not be subject to the five year street trenching moratorium, however the respective pavement restoration in such instances shall include a trench patch meeting with the city, as well as city approval of asphalt overlay of the street itself. For trenches which cross the street pavement or portions thereof, the limits of the overlay shall extend 100 linear feet along said street as measured in both directions from the center line of the trench patch. Further, prior to installing the overlay, the existing pavement within the area to be overlaid shall first be ground down to the thickness of the anticipated overlay, including along any curbs if such curbs are present, such that the final driving surface with respect to ride and appearance shall be almost indistinguishable as reasonably determined by the City from the before condition. For trenches which parallel the roadway the overlay shall encompass the full roadway width and like crossings. The existing roadway pavement shall first be ground down to the thickness of the anticipated overlay including along any curbs, if such curbs are present, such that the final roadway driving surface with respect to ride and appearance shall be almost indistinguishable as reasonably determined by the City from the before condition. The limits of the full roadway width overlay shall extend 100 linear feet beyond the end or ends of the trench cut. Where the paralleling trench cut is limited to one side or the other of the road center line then subject to the approval of the City, the grinding and asphalt overlay restoration work can be limited to the affected half street portion.

6.3 If it is determined that Franchisee has failed to restore the Franchise Area in accordance with Section 6, the City shall provide Franchisee with written notice including a description of actions the City reasonably believes necessary to restore the Franchise Area. If the Franchise Area is not restored in accordance with the City's notice within thirty (30) days of that notice, the City, or its authorized agent, or contractor, may restore the Franchise Area. Franchisee shall be responsible for all costs and expenses incurred by the City in restoring the Franchise Area in

accordance with this section. The remedy granted to the City under this section shall be in addition to those otherwise provided by this Franchise.

6.4 All work by Franchisee pursuant to this Section 6 shall be performed in accordance with the permit issued by the City, together with the laws of the State of Washington, Lakewood Municipal Code and applicable regulations and standards of the City as the same now exists or as may be hereafter amended or superseded.

Section 7. Bonding Requirement.

7.1 Before undertaking any of the work authorized by this Franchise, the Franchisee shall furnish an on-going performance bond executed by the Franchisee and a corporate surety authorized to do surety business in the State of Washington, in a sum to be set and approved by the Public Works Director as reasonably sufficient to ensure performance of Franchisee's obligations under this Franchise. The bond shall be conditioned so that Franchisee shall observe all the covenants, terms and conditions and faithfully perform all of the obligations of this Franchise, and restore or replace any defective work or materials discovered in the restoration of the Franchise Area within a period of two (2) years from the final City inspection date of any such restoration. Franchisee may meet the obligations of this section with one (1) or more bonds with an "A VII" rating or better. In the event that a bond furnished pursuant to this section is cancelled by the surety, after proper notice and pursuant to the terms of said bond, the Franchisee shall, prior to the expiration of said bond, procure a replacement bond which complies with the terms of this section.

7.2 With respect to undertaking any of the work authorized by this Franchise, in the event the Franchisee fails to perform its obligations under this Franchise and further fails to cure any deficiency within a reasonable period of time after receipt of written notice of such deficiency by the City, then the City may use any bond(s) furnished by the Franchisee pursuant to Section 7.1 to cure such deficiency. Neither the amount of such bond(s) nor the City's use thereof shall limit the City's full recovery from the Franchisee of costs incurred by the City to cure such deficiency.

7.3 In the event the City makes use of such bond(s) furnished by the Franchisee pursuant to Section 7.2, the City shall promptly provide written notice of same to the Franchisee. Within thirty (30) days of receipt of such notice, the Franchisee shall replenish or replace such bond(s) as provided in Section 7.1.

7.4 The rights reserved to the City by this Section 7 are in addition to other rights of the City whether reserved by this Franchise or authorized by law, and no action, proceeding, or exercise of right under this Section 7 shall constitute an election or waiver of any rights or other remedies the City may have.

Section 8. Underground Installation of Facilities.

8.1 This Section 8 shall govern all matters related to underground installation of the Franchisee's Facilities within the Franchise Area.

8.2 Franchisee acknowledges that the City desires to promote a policy of underground installation of Facilities within the Franchise Area.

8.3 New extensions of Facilities constructed by the Franchisee within the Franchise Area during the term of this Franchise shall be located underground unless existing above-ground installations are in place and City consents to placement above ground.

8.4 If, during the term of this Franchise, the City shall direct the Franchisee to replace (convert) its overhead Facilities then existing within the Franchise Area or portion thereof with underground Facilities, the Franchisee will cooperate and participate with the City and underground its Facilities within the Franchise Area including paying all costs thereof.

8.5 If the City undertakes any Public Works improvement which would otherwise require relocation of Franchisee's- above-ground facilities in accordance with subsection 9.1 below, or if subsection 9.5 below applies, the City may, by written notice to Franchisee, direct that Franchisee convert any such Facilities to underground Facilities. All costs for such conversion shall be paid by the Franchisee.

8.6 All equipment to be installed within the Franchise Area shall be installed underground; provided, however, that such equipment or Facilities may be installed above ground if so authorized by the City, such as splice boxes, which authorization shall not be unreasonably withheld or delayed, consistent with the provision of the City's Land Use Code and applicable development standards.

Section 9. Relocation of Facilities.

9.1 Whenever the City undertakes (or causes to be undertaken at City expense) the construction of any public works improvement within the Franchise Area, or the Public Works Director reasonably determines that the Franchisee's Facilities interfere with the free and safe passage of pedestrian and/or vehicular traffic pursuant to Section 3 above, and such public works improvement or interference necessitates the relocation of the Franchisee's Facilities then existing within the Franchise Area, the City shall:

(i) provide the Franchisee, within a reasonable time prior to the City's commencement of activities requiring such public works improvement, written notice requesting such relocation; and

(ii) provide the Franchisee with copies of relevant portions of the City's plans and specifications for such publicworks improvement.

After receipt of such notice and such plans and specifications, the Franchisee shall relocate such Facilities within the Franchise Area at no charge to the City within thirty (30) days. If, during the construction of any such public works improvement, an emergency posing a threat to public safety or welfare, or a substantial risk of severe economic consequences to the City, arises requiring the relocation of the Franchisee's Facilities within the Franchise Area, the City shall give Franchisee notice of the emergency as soon as reasonably practicable. Upon receipt of such notice from the City, the Franchisee shall endeavor to respond as soon as reasonably practicable to relocate the affected Facilities at no charge to the City.

9.2 The City shall act in good faith and shall use its best efforts to provide sufficient space within the Franchise Area for the safe and efficient installation, operation, repair and maintenance of the relocated and/or underground converted Facilities. The Franchisee shall act in good faith and shall use its best efforts to install relocated and/or underground converted Facilities in such space within the Franchise Area, consistent with prudent utility practice. If the City and Franchisee agree that there is not sufficient space for the relocated and/or underground converted Facilities in the existing Franchise Area, then, unless otherwise mutually agreed by the City and Franchisee, the City shall as is reasonably practicable provide sufficient space for the relocated and/or underground converted Facilities by obtaining additional Right-of-Way or other equivalent rights mutually agreeable to the City and Franchisee, which shall be Franchise Area, title of which shall be in the City's name.

9.3 Franchisee may install relocated and/or underground converted Facilities on property outside of the Franchise Area, the rights for which shall be obtained by Franchisee at no expense to the City. Notwithstanding the use of best efforts by the City and the Franchisee as outlined above, if the City and the Franchisee do not agree whether there is or will be sufficient space within the Franchise Area for the relocated and/or underground converted Facilities, or if the City and Franchisee disagree whether underground converted Facilities within such space within the Franchise Area would be inconsistent with prudent utility practice, the City and the Franchisee shall each act in good faith and use their respective best efforts to mutually agree on the location of such relocated and/or underground converted Facilities outside of the Franchise Area. Absent such mutual agreement, nothing in this Section 9 shall limit the rights of the City or the Franchisee with respect to acquisition or use of property rights outside of the Franchise Area.

9.4 The Franchisee shall have the right as a condition of any relocation described in this Section 9.4 to require such person or entity other than the City to make payment to the Franchisee, at a time and upon terms acceptable to the Franchisee, for any and all costs and expenses incurred by the Franchisee in the relocation of the Franchisee's Facilities whenever:

(i) any person or entity, other than the City, requires the relocation of the Franchisee's Facilities to accommodate the work of such person or entity within the Franchise Area, including

but not limited to, activities relating to development, roadway frontage improvements or mitigation of impacts; or

(ii) the City requires any person or entity to undertake work (other than work undertaken at the City's cost and expense) within the Franchise Area and such work requires the relocation of the Franchisee's Facilities within the Franchise Area.

Unless agreed to specifically in writing between the City and the Franchisee, work funded by the creation of a local improvement district (LID) shall be considered the work of the City and the Franchisee shall not be entitled to recover costs and expenses incurred by the Franchisee in the relocation of Franchisee's facilities as necessary to facilitate construction of improvements funded through an LID.

9.5 Any condition or requirement imposed by the City upon any other person or entity (including, without limitation, any condition or requirement imposed pursuant to any contract or in conjunction with approvals or permits obtained pursuant to any zoning, land use, construction or other development regulation) which requires the relocation of the Franchisee's Facilities within the Franchise Area shall be a condition or requirement causing relocation of the Franchisee's Facilities to occur subject to the provisions of Section 9.4 above; provided, however:

(i) in the event the City reasonably determines and notifies the Franchisee that the primary purpose of imposing such condition or requirement upon such person or entity is to cause the construction of a public works improvement within a segment of the Franchise Area on the City's behalf, and

(ii) such public works improvement is otherwise reflected in the City's adopted Six-Year Capital Improvement Program; Transportation Improvement Program; or Transportation Facilities Program;

then only those costs and expenses incurred by the Franchisee in connecting such relocated Facilities with the Franchisee's other Facilities shall be paid to the Franchisee by such person or entity, and the Franchisee shall otherwise relocate its Facilities within such segment of the Franchise Area in accordance with Sections 9.1-9.3.

9.6 As to any relocation of the Franchisee's Facilities whereby any part of the cost and expense thereof is to be borne by the Franchisee in accordance with Sections 9.1-9.3, the Franchisee may, after receipt of written notice requesting such relocation, submit in writing to the City alternatives to relocation of its Facilities. Upon the City's receipt from the Franchisee of such written alternatives, the City shall evaluate such alternatives and shall advise the Franchisee in writing if one or more of such alternatives is suitable to accommodate the work which would otherwise necessitate relocation of the Franchisee's Facilities. In evaluating such alternatives, the City shall give each alternative proposed by the Franchisee full and fair consideration with

due regard to all facts and circumstances which bear upon the practicality of relocation and alternatives to relocation. No alternatives proposed by Franchisee shall be evaluated by the City in an 'arbitrary or capricious manner. In the event the City determines that such alternatives are not appropriate, the Franchisee shall relocate its Facilities as otherwise provided in Sections 9.1-9.3.

9.7 Nothing in this Section 9 shall require the Franchisee to bear any cost or expense in connection with the location or relocation of any Facilities existing under benefit of easement or other prior rights not derived from this Franchise.

Section 10. Street Vacation.

If any Public Right-of-Way or portion thereof used by Franchisee is to be vacated during the term of this Franchise, unless as a condition of such vacation the Franchisee is granted the right to continue its Facilities in the vacated Public Right-of-Way, Franchisee shall, without delay or expense to City, remove its Facilities from such Public Right-of-Way, and restore, repair or reconstruct the Public Right-of-Way where such removal has occurred, and place the Public Right-of-Way in such condition as may be required by the City.

Section 11. Records of Installation and Planning.

11.1 Upon the City's reasonable request, the Franchisee shall provide to the City copies of available plans for improvements, relocations and conversions to its Facilities within the Franchise Area; provided, however, any such plans so submitted shall be for informational purposes only and shall not obligate the Franchisee to undertake any specific improvements within the Franchise Area, nor shall such plan be construed as a proposal to undertake any specific improvements within the Franchise Area.

11.2 Upon the City's reasonable request, the Franchisee shall provide to the City copies of available drawings in use by the Franchisee showing the approximate location of the Franchisee's Facilities at specified locations within the Franchise Area. The Franchisee shall further provide, upon the City's reasonable request in connection with the City's design of new streets, intersections and/or other municipally funded public works projects and major renovations of existing streets and intersections, field marking of the Franchisee's underground Facilities within the Franchise Area, if such Facilities can be so field marked with reasonable accuracy using devices designed and accepted as the industry standard, to respond to the presence of the Franchisee's underground Facilities. Notwithstanding the foregoing, however, the Franchisee does not warrant the accuracy or sufficiency of any such drawings or field markings or other information provided by the Franchisee, and the Franchisee shall not be liable to the City or others for any errors or defects in the same.

11.3 In addition, whenever in the City's reasonable and prudent judgment that it is beneficial to both parties in connection with the design of new streets, intersections and/or municipally funded public works projects and major renovations of existing streets and intersections, the Franchisee shall verify the actual location of its underground Facilities within the Franchise Area by excavating, including pot holing. The cost of such work shall be at

Franchisee's expense.

11.4 Notwithstanding the foregoing, nothing in this Section 11 is intended (nor shall be construed) to relieve either party of their respective obligations arising under applicable law with respect to determining the location of utility facilities.

Section 12. Indemnification.

Franchisee shall indemnify and hold the City harmless from any and all claims and demands made against it on account of injury or damage to the person or property of another arising out of or in connection with this Franchise or Franchisee's use of the Public Rights-of-Way, except for those injuries or damages caused by the sole negligence of the City; provided, however, that in the event any such claim or demand be presented to or filed with the City, the City shall promptly notify the Franchisee thereof, and the Franchisee shall have the right, at its election and at its sole cost and expense, to settle and compromise such claim or demand; provided farther, that in the event any suit or -action is begun against the City based upon any such claim or demand, the City shall likewise promptly notify the Franchisee thereof, and the Franchisee shall have the right, at its election and its sole cost and expense, to settle and compromise such suit or action, or defend the same at its sole cost and expense, by attorney of its own election.

Section 13. Insurance.

13.1 Franchisee shall procure and maintain for the duration of the Franchise, insurance, or in lieu thereof provide self-insurance, against all claims for injuries to persons or damages to property which may arise from or in connection with the exercise of the rights, privileges and authority granted hereunder to the Franchisee, its agents, representatives or employees. The Franchisee shall provide certificate(s) of insurance (For, CG2010 ISO or equivalent) and/or evidence of self-insurance, together with an endorsement naming the City, its officers, elected officials, agents, employees, representatives, consultants and volunteers as additional insured, to the City for its inspection prior to the commencement! of any work or installation of any Facilities pursuant to this Franchise. Such certificate(s) of insurance and/or evidence of self-insurance shall specify the following minimum coverage:

(i) Commercial general liability insurance or excess liability insurance, including coverage for premises operations, explosions and collapse hazard, underground hazard and products completed hazard, written on an occurrence basis, with limits not less than:

A. \$2,000,000 for bodily injury or death to each person; and

B. \$2,000,000 for property damage resulting from any one accident.

(ii) Automobile liability for owned, non-owned and hired vehicles with a limit of \$2,000,000 for each person and \$2,000,000 for each accident.

(iii) Worker's compensation within statutory limits and employer's liability insurance with limits of not less than \$2,000,000.

13.2 Franchisee shall maintain the liability insurance policies required by this Section 13 throughout the term of this Franchise. Any deductibles or self-insured retentions must be declared to the City. Payment of deductibles and self-insured retentions shall be the sole responsibility of the Franchisee.

13.3 Franchisee's insurance shall be primary insurance with respect to the City, its officers, elected officials, agents, employees, representatives, consultants and volunteers. Any insurance maintained by the City, its officers, elected officials, agents, employees, representatives, consultants and volunteers shall be in excess of the Franchisee's insurance and shall not contribute with it.

13.4 The cancellation clause of any certificate(s) of insurance (ACORD Form 25 or equivalent) provided to the City pursuant to Section 13.1 shall include the following provision:

"Should any of the policies described by this certificate be cancelled before the expiration date thereof, the issuing company will provide at least thirty (30) days written notice thereof to the certificate holder."

13.5 In the event any of the insurance required by this Section 13 is cancelled or otherwise not renewed during the term of this Franchise, the Franchisee shall promptly acquire replacement insurance or shall utilize self-insurance to restore and maintain the amount of coverage required by this Section 13 and shall promptly provide to the City certificate(s) of insurance or evidence of self-insurance as provided in this Section 13 as may be applicable.

Section 14. Administrative Fees and Reimbursement of Costs.

As specifically provided by RCW 35.21.860, the City may not impose a franchise fee or any other fee or charge of whatever nature or description upon the Franchisee. However, as provided in RCW 35.21.860, the City may recover from the Franchisee actual administrative expenses incurred by the City that are directly related to: (i) receiving and approving a permit, license or this Franchise, (ii) inspecting plans and construction, or (iii) preparing a detailed statement pursuant to Chapter 43.21C RCW. The Franchisee agrees to pay the City \$1,000 as an administrative fee to cover the cost to the City of preparing this franchise.

Section 15. Moving Buildings Within the Franchise Area.

If any person or entity obtains permission from the City to use the Franchise Area for the moving or removal of any building or other object, the City shall, prior to granting such permission, require such person or entity to make any necessary arrangements with the Franchisee for the temporary adjustment of the Franchisee's wires and/or cable to accommodate the moving or removal of said building or other object. Such necessary arrangements with the Franchisee shall be made, to the Franchisee's satisfaction, not less than thirty (30) days prior to the moving or removal of said building or other object. In such event, the Franchisee shall at the expense of the person or entity desiring to move or remove such building or other object, adjust any of its wires and/or cables which may obstruct the moving or removal of such building or other object, provided that:

(i) The moving or removal of such building or other object which necessitates the adjustment of wires and/or cable shall be done at a reasonable time and in a reasonable manner so as not to unreasonably interfere with the Franchisee's business;

(ii) Where more than one route is available for the moving or removal of such building or other objects, such building or other object shall be moved or removed along the route approved by the City; and

(iii) The person or entity obtaining such permission from the City to move or remove such building or other object shall be required to indemnify and save the Franchisee harmless from any and all claims and demands made against it on account of injury or damage to the person or property of another arising out of or in conjunction with the moving or removal of such building or other object, to the extent such injury or damage is caused by the negligence of the person or entity moving or removing such building or other object or the negligence of the agents, servants or employees of the person or entity moving or removing such building or other object.

Section 16. Forfeiture, Revocation and Remedies.

If the Franchisee shall fail to comply with any of the provisions of this Franchise, unless otherwise provided for herein, the City may serve upon the Franchisee a written notice to so comply within thirty (30) days from the date such order is received by the Franchisee. If the Franchisee is not in compliance with this Franchise after expiration of said thirty (30) day period, the City may act to remedy the violation and may charge the costs and expenses of such action to the Franchisee, provided, however, if any failure to comply with this Franchise by the Franchisee cannot be collected with due diligence within said thirty (30) day period (the Franchisee's obligation to comply and to proceed with due diligence being subject to unavoidable delays and events beyond its control), then the time within which the Franchisee may so comply shall be extended for such time as may be reasonably necessary and so long as the Franchisee commences promptly, and diligently to effect such compliance.

The City may act without the thirty (30) day notice in case of an emergency. In the event the Franchisee fails to substantially cure defaults on more than two (2) occasions, the City may in addition, by motion of City Council, declare an immediate forfeiture of this Franchise.

Section 17. Nonexclusive Franchise.

This Franchise is not, and shall not be deemed to be, an exclusive Franchise. This Franchise shall not in any manner prohibit the City from granting other and further franchises over, upon, and along the Franchise Area that do not interfere with the Franchisee's rights under this Franchise. This Franchise shall not prohibit or prevent the City from using the Franchise Area or affect the jurisdiction of the City over the same or any part thereof.

Section 18. Shared Use of Excavations.

18.1 The Franchisee and the City shall exercise best efforts to coordinate construction work either may undertake within the Franchise Area so as to promote the orderly and expeditious performance and completion of such work as a whole. Such efforts shall include, at a minimum, reasonable and diligent efforts to keep the other party and other utilities within the Franchise Area informed of its intent to undertake such construction work. This includes the Franchisee's attendance at the City-hosted monthly utility coordination meetings. The Franchisee and the City shall further exercise best efforts to minimize any delay or hindrance to any construction work undertaken by themselves or other utilities within the Franchise Area.

18.2 If at any time either the Franchisee, the City, or another franchisee, shall cause excavations to be made within the Franchise Area, the party causing such excavation to be made shall afford the other upon receipt of a written request to do so, an opportunity to use such excavation, provided that:

(a) Such joint use shall not unreasonably delay the work of the party causing the excavation to be made; and

(b) Such joint use shall be arranged and accomplished on terms and conditions satisfactory to both parties. The parties shall each cooperate with other utilities in the Franchise Area to minimize hindrance or delay in construction.

The party causing the excavation to be made shall give the other parties a written notice at least 90 days prior to the commencement of the project except in cases due to an emergency. The City reserves the right to require the Franchisee to joint trench with other facilities if both parties are anticipating trenching within the same Franchise Area and provided that the terms of (a) and (b) above are met.

Section 19. Franchise Term.

The initial term of the franchise shall be five (5) years commencing on the date of acceptance by the Franchisee. At the expiration of the initial term, this franchise shall be automatically extended for an additional term of five (5) years. Up to three (3) automatic five-year extensions may be used, unless either party gives the other written notice of intent to terminate, which notice shall be given at least six (6) months before the expiration date.

Section 20. Assignment.

Franchisee shall not have the right to assign its rights, benefits and privileges in and under this Franchise without the prior written consent of the City, which consent shall not be unreasonably withheld. Any assignee shall, within thirty (30) days of the date of any assignment, file written notice of the assignment with the City together with its written acceptance of all terms and conditions of this Franchise. Notwithstanding the foregoing, Franchisee shall have the right, without such notice or such written acceptance, to mortgage its rights, benefits and privileges in and under this Franchise for the benefit of bondholders.

Section 21. Franchisee's Employees "Employment Eligibility" Requirements.

The Franchisee and any subcontractors shall comply with E-Verify as set forth in Lakewood Municipal Code Chapter 1.42. The Franchisee shall enroll in, participate in and document use of E-Verify as a condition of award of this franchise. The Franchisee shall continue participation in E-Verify throughout the course of the franchise. If the Franchisee uses or employs any subcontractor in the performance of work under this franchise, or any subsequent renewals, modification or extensions of this franchise, the subcontractor shall register with and participate in E-Verify and certify such participation to the City. The Franchisee shall show proof of compliance with this section, and/or proof of subcontractor compliance with this section, within three (3) working days of the date of the City's request for such proof.

Section 22. Miscellaneous.

22.1 The headings of sections and paragraphs of this Franchise are for convenience of reference only and are not intended to restrict, affect or be of any weight in the interpretation or construction of the provisions of such sections or paragraphs.

22.2 This Franchise may be amended only by written instrument, signed by both parties, which specifically states that it is an amendment to this Franchise and is approved and executed in accordance with the laws of the State of Washington. Without limiting the generality of the foregoing, this Franchise (including, without limitation, Section 11 above) shall govern and supersede and shall not be changed, modified, deleted, added to, supplemented or otherwise amended by any permit, approval, license, agreement or other document required by or obtained from the City in conjunction with the exercise (or failure to exercise) by Franchisee of any and all rights, benefits, privileges, obligations, or duties in and under this Franchise, unless such permit, approval, license, agreement, or other document specifically:

(i) References this Franchise; and

(ii) states that it supersedes this Franchise to the extent it contains terms and conditions that

change, modify, delete, add to, supplement, or otherwise amend the terms and conditions of this Franchise.

22.3 Upon the expiration, termination, revocation or forfeiture of the Franchise, the Franchisee shall no longer have the right to occupy the Franchise Area for the purpose of providing services authorized herein. However, the Franchisee's obligations under this Franchise to the City shall survive the expiration, termination, revocation or forfeiture of these rights according to its terms for so long as the Franchisee's Utility System or any part thereof shall remain in whole or in part in the Public Rights-of-Way, the Franchisee transfers ownership of all Facilities in the Franchise Area to a third-Party, or the Franchisee abandons said Facilities in place, all as provided herein. Said obligations include, by way of illustration and not limitation, Franchisee's obligations to indemnify, defend, and protect the City, to provide insurance, to relocate its facilities, and to reimburse the City for its costs to perform Franchisee work.

22.4 In the event a suit, action, arbitration, or other proceeding of any nature whatsoever, whether in contract or in tort or both, is instituted to enforce any word, article, section, subsection, paragraph, provision, condition, clause or sentence of this Franchise or its application to any person or circumstance, the prevailing Party shall be entitled to recover from the losing Party its reasonable attorneys, paralegals, accountants, and other experts fees and all other fees, costs, and expenses actually incurred and reasonably necessary in connection therewith, as allowed by Washington law and as determined by the judge or arbitrator at trial or arbitration, as the case may be, or on any appeal or review, in addition to all other amounts provided by law. This provision shall cover costs and attorneys' fees related to or with respect to proceedings in Federal Bankruptcy Courts, including those related to issues unique to bankruptcy law. This provision shall not apply to dispute resolution proceedings under Section 6.1 of this Franchise and shall not apply to the extent that the suit, action, arbitration or other proceeding is brought to interpret any term, condition, provision, section, article or clause of this Franchise.

22.5 This Franchise shall be governed and construed in accordance with the laws of the State of Washington. Any action brought relative to enforcement of this Franchise, or seeking a declaration of rights, duties or obligations herein, shall be initiated in Pierce County Superior Court.

Section 23. Alteration of Franchise.

23.1 The City and Franchisee hereby Reserve the right to alter, amend or modify the terms and conditions of this Franchise in accordance with the provisions of this Section.

23.2 At any time during the term of this Franchise, the City or Franchisee may request, by written notice, that the other promptly participate in negotiations to alter, amend or modify the terms and conditions of this Franchise.

23.3 Within a reasonable time after receipt of the notice required by Section 23.2, the City and Franchisee shall, at a mutually agreed-upon time and place, commence negotiations to alter, amend or modify the terms and conditions of this Franchise. The City and Franchisee shall conduct such negotiations in good faith and with due regard to all pertinent facts and circumstances; provided, however, that neither the City nor Franchisee shall be obligated to agree to any proposed alteration, amendment or modification. Further, no rights or privileges granted by this Franchise shall be prejudiced, impaired or otherwise affected by the failure of the City or Franchisee to agree to any proposed alteration, amendment or modification.

23.4 Neither the City nor Franchisee shall be obligated to continue negotiations after the expiration of ninety (90) days from the date they commence such negotiations; provided, however, the City and Franchisee may agree to continue such negotiations for an additional period of time.

23.5 Any alteration, amendment or modification to which the City and Franchisee agree shall be submitted to the legislative authority of the City as a proposed ordinance. The ordinance so proposed shall expressly provide that, unless Franchisee properly files a written notice of acceptance within sixty (60) days of its effective date, the ordinance shall not be effective and this Franchise shall not be altered, amended or modified. To the extent permitted by law, the party proposing the alteration, amendment or modification shall bear all actual administrative costs directly related to approval thereof.

23.6 It is the understanding of the parties that this franchise is limited to facilities necessary for a telecommunications network. The parties to this agreement acknowledge that if the Franchisee endeavors to provide services or utilities beyond the scope of this agreement, such additional services or utilities may be added to this franchise only by written addendum. Additional services or utilities may be subject to franchise fees, and state or local taxes as allowed by law.

Section 24. Police Powers.

Nothing contained herein shall be deemed to affect the City's authority to exercise its police powers. Franchisee shall not by this Franchise Agreement obtain any vested rights to use any portion of the City Right-of-Way except for the locations approved by the City and then only subject to the terms and conditions of this Franchise Agreement. This Franchise Agreement and the permits issued thereunder shall be governed by applicable City ordinances in effect at the time of application for such permits.

Section 25. Future Rules, Regulations, and Specifications.

Franchisee acknowledges that the City may develop rules, regulations, and specifications, including a general ordinance or other regulations governing telecommunications operations in the City. Such regulations, upon written notice to Franchisee, shall thereafter govern Franchisee's activities hereunder; provided, however, that in no event shall regulations:

- (i) materially interfere with or adversely affect Franchisee's rights pursuant to and in accordance with this Franchise Agreement; or
- (ii) be applied in a discriminatory manner as it pertains to Franchisee and other similar users of such facilities.

Section 26. Notices.

Any notice to be served upon the City or Franchisee shall be delivered to the following addresses respectively:

City of Lakewood
6000 Main Street SW
Lakewood, WA 98499
Attn: City Manager

Zayo Group, LLC
Attn: Legal - Underlying Rights
1401 Wynkoop St., Suite 500
Denver, CO 80202

Section 27. Severability.

If any section, sentence, clause or phrase of this ordinance is held to be invalid or unconstitutional by a court of competent jurisdiction, the City may, at its sole option, deem the entire ordinance to be affected and thereby nullified. However, in the event that a determination is made that a section, sentence, clause, or phrase in this ordinance is invalid or unconstitutional, the City may elect to treat the portion declared invalid or unconstitutional as severable and enforce the remaining provisions of this ordinance.

Section 28. Effective Date.

This Ordinance shall be in full force and effect thirty (30) days after publication of the Ordinance Summary.

ADOPTED by the City Council this 5th day of February, 2024.

CITY OF LAKEWOOD

Jason Whalen, Mayor

Briana Schumacher, City Clerk

Heidi Ann Wachter, City Attorney