



CITY COUNCIL AGENDA

MARCH 14, 2016

7:00 P.M.

1. COMMUNICATIONS

- a. Public Comment: This is the time for anyone wishing to speak before the council to do so.
PLEASE LIMIT YOUR COMMENTS TO 5 MINUTES.

2. CONSENT AGENDA

- a. Council Minutes of February 22, 2016
- b. Claims & Payroll
- c. Notice of Completion – N Street Paving Project

3. COUNCIL ACTION/DISCUSSION

- a. COMMITTEE REPORTS
 1. Public Utilities – Woodlawn Water Service
 2. Public Utilities – Wastewater Treatment Plant Upgrades
- b. OFFICER REPORTS
 1. Woodlawn Pipe Route Agreement – HDR
 2. Secondary Clarifier Agreement – HDR
 3. Timber Sale Bids
 4. Pre-commercial Thinning Bids
 5. Waterfront Boat Launch
- c. MAYOR REPORTS
 1. Retreat – April 18, 2016 5:30 p.m.
- d. COUNCIL REPORTS

4. LEGAL BUSINESS

- a. ORDINANCES
- b. RESOLUTIONS
 1. Surplus Property
 2. Referring Homeless Encampment Ordinance to the Planning Commission
 3. Repealing E-Verify Resolution
- c. OTHER LEGAL
 1. Interlocal Agreement with GH County Public Hospital District No. 2
 2. Janitorial Services Contract

5. OLD BUSINESS

- a. Ward 6 Councilmember Interviews

6. NEW BUSINESS

7. **Public Comment:** This is the time for anyone wishing to speak before the council to do so. *The duration for public comment may have a time limit so that all interested parties may be heard. The public comment period may also be moved or continued to another portion of the meeting to facilitate city business on the agenda.*

8. **EXECUTIVE SESSION:** To consider the acquisition, sale or lease of real estate, to discuss with the City Attorney matters relating to agency enforcement action, litigation or potential litigation, to receive and evaluate complaints or charges brought against a public officer or employee, and/or any other purpose permitted by RCW 42.30.110 (NOTE: Actual topics to be discussed will be announced at the Council meeting, as well as the estimated time when the executive session will conclude.) No action will be taken during the executive session.

- a. **To evaluate the qualifications of a candidate for appointment to elective office.**

9. ADJOURN

If you require special accommodations during your attendance at the Council meeting please contact us at 360-538-3970 at least 48 hours in advance of the meeting

CITY OF HOQUIAM
Council Meeting Minutes

February 22, 2016

CALL TO ORDER

Mayor Dickhoff called the meeting to order at 7:00 p.m. City Attorney Steve Johnson led the flag salute.

ROLL CALL

In attendance at the meeting were Mayor Dickhoff and Councilmembers Anderson, Carlstrom, Grun, Nelson, Pellegrini, Pennant, Simera, Swope, Wilson, and Winkelman. Councilmember Livingston was absent from the meeting.

PUBLIC HEARING

Rezone of Property on Bay Avenue

Councilmember Pellegrini moved to open the public hearing at 7:01 p.m. and the motion was seconded and passed. Mayor Dickhoff read the fair hearing doctrine. Councilmember Wilson stated that he did speak to constituents in his ward concerning the rezone.

Wayne Hagen, Attorney, representing the Dahlstroms, stated that he helped to prepare documents and applications that were submitted. They believe that the industrial zoning is more in line to what the property could be used for and more in line with the other properties in the area. Councilmember Grun asked if the intent was to sell the properties together. Mr. Hagen stated he believed so. Councilmember Pellegrini asked what the properties to the West side of Ontario and the Franciscovich property zoned. Mr. Shay stated that both properties are industrial. Councilmember Wilson asked if the property was being used for anything at this time. Mr. Hagen stated that there is a small shop on the property that is being used but that is all as of now.

Mr. Dave Forbes, 2216 Aberdeen Avenue, Hoquiam, believes he read in the paper that the rezone would allow this property to have a marijuana growing/processing plant. He has no problem with that but believes there should be some type of conditional use put on the property as part of the zoning. New people coming into the area should be looked at to ensure that the uses are in the best interest of the citizens and Grays Harbor County.

Councilmember Pellegrini moved to close the public hearing at 7:09 p.m. The motion was seconded and passed by voice vote.

Councilmember Pellegrini moved to approve the rezone application. The motion was seconded. Councilmember Winkelman asked if Councilmember Wilson received any feedback. Councilmember Wilson stated that he did go around this ward area and there was a high percentage of residents against a marijuana processing plant next to their home. Mr. Shay stated that anyone residing within 300 feet of the property

CITY OF HOQUIAM
Council Meeting Minutes

February 22, 2016

received written notice and notification of the hearings. Following the discussion, the motion passed by voice vote.

COMMUNICATIONS

Marijuana Processing/
Manufacturing Plant

Mr. Keith Nicholson, 520 28th Street, Hoquiam, he has heard that the property just discussed was going to be used for a marijuana processing/manufacturing plant and he does not feel that he wants that close to his property.

Status of Loggers Playday

Robin Moore, 1019 Monroe, she has heard that Loggers Playday might be cancelled. Staff responded that it is scheduled for September 10th as of now. Mayor Dickhoff stated that they are in need of volunteers.

Public Presentation - Youth
Issues

Lisa Chappel, League of Women Voters of Grays Harbor, invited everyone to their public presentations, Youth Issues, Solutions and Resources. Their next meeting is Tuesday at 7:00 First Baptist 729 Eklund, Hoquiam. The presentation will be on suicide prevention.

Dale Anderson, 317 Simpson Avenue, stated that she lives very close to several of the hotels and there is terrible problem. She asked that the city address the issues.

Arnie Martin, 631 Chenault Avenue, asked the Mayor if she is planning on appointing someone to serve on the Shorebird Committee.

CONSENT AGENDA

Councilmember Grun moved for the adoption of items a and b on the consent agenda as presented and the motion was seconded. Those items appearing on the consent agenda were as follows:

- The City Council Minutes of February 8, 2016;
- The Regulatory Committee report recommending approval and payment of claim check numbers 83899 through 83909 in the amount of \$224,942.57; ACH and EFT deposits in the amount of \$343,580.38 and \$184,074.36 respectively; and payroll check numbers 27715 through 27748 in the amount of \$175,825.95.

The motion for approval passed by voice vote.

MAYOR REPORTS

Shorebird Festival

Mayor Dickhoff encouraged everyone to attend the Shorebird Festival which will be held May 4-7, 2016.

OFFICER REPORTS

Tree Planting Bids

The City made a call for bids for the planting of 17,000 seedlings in the Hoquiam Watershed. One bidder responded, Mt. St. Helens Reforestation for \$700 per thousand trees. Staff recommends that council accept and approve the bid from Mt. St. Helens Reforestation. Councilmember Pellegrini moved for the approval and acceptance of the bid and to authorize the Mayor to sign any necessary documents. The motion was seconded and passed by voice vote.

E-Verify

A discussion on the e-verify program followed and Councilmember Anderson stated she would like the council to reconsider this resolution.

LEGAL BUSINESS

Ordinances

Zoning

An Ordinance relating to the official zoning map; amending the official zoning map as set forth in Section 10.03.040 and Section 10.03.060 of the Hoquiam Municipal Code. Councilmember Pellegrini moved to approve the ordinance. The motion was seconded. Councilmember Wilson again stated that he had spoken to many residents and they do not want a marijuana processing/manufacturing plant in their area. Councilmember Pellegrini stated that the rezone is a separate issue from what possible business might go there or how the land is used. We are voting on the use of other properties and determining the zoning for the area. Following the second reading, the motion passed by a vote of 9 to 1, with Councilmember Wilson voting no.

Land Use Hearing Examiner
Authority

An Ordinance relating to zoning and land use regulations; modifying the authority of the Land Use Hearing Examiner; amending Section 1.55.080 of the Hoquiam Municipal Code; and amending Sections 1.55.080 and 10.07.140 of the Hoquiam Municipal Code. Councilmember Pellegrini moved to approve the Ordinance and the motion was seconded. Mr. Johnson explained that the current process has amendments to the zoning code sent to the Land Use Hearing Examiner and he holds a public hearing, etc. Passage of this ordinance would allow some issues to go to the planning commission instead of the hearing examiner. Following the second reading, the motion to approve the ordinance passed by unanimous roll call vote.

Shoreline Management and
Shoreline Hearings

An Ordinance relating to shoreline management and shoreline hearings; amending Sections 11.04.030, 11.04.160, 11.04.190, 11.04.220 and 11.04.230 of the Hoquiam Municipal Code. Councilmember Pellegrini moved to approve the ordinance and

the motion was seconded. Mr. Shay explained that this ordinance would have Shoreline Issues referred to the Land Use Hearing Examiner. Following the second reading the motion to approve the Ordinance passed by unanimous roll call vote.

Zoning Districts/Boundary Changes

An Ordinance relating to zoning and land development, and the process of adopting zoning district boundary changes; amending section 10.03.060 of the Hoquiam Municipal Code. Councilmember Pellegrini moved to approve the ordinance and the motion was seconded. Following the second reading, the motion to approve the Ordinance passed by unanimous roll call vote.

LEGAL BUSINESS

Other

Legion A & AA Rental Agreement

Included in each packet was a rental agreement with Legion A and AA Baseball for use of Olympic Stadium. Councilmember Pellegrini moved for approval of the rental agreement and the motion was seconded and passed by voice vote.

Legion AAA Rental Agreement

Included in each packet was a rental agreement with Legion AAA Baseball for use of Olympic Stadium. Councilmember Swope moved for the approval of the rental agreement with Legion AAA. The motion was seconded and passed by voice vote.

Grays Harbor College Rental Agreement

Included in each packet was a rental agreement with Grays Harbor College Baseball for use of Olympic Stadium. Councilmember Pellegrini moved for the approval of the agreement and the motion was seconded and passed by voice vote.

OLD BUSINESS

E-Verify

Councilmember Anderson moved to have the council reconsider the Resolution regarding the requirement for the E-Verify program. The motion was seconded and a voice vote was undeterminable. Councilmember Pellegrini called for a division of the house and the voice vote was 5 to 5, with Mayor Dickhoff voting yes. The motion passed and the resolution will be brought back before the council.

Committee Charis

Councilmember Winkelman reminded the committees that they need to meet and elect their chairman. It was also announced that the Regulatory Committee will meet the 2nd meeting date of each month at 6:15 and the Watershed will meet the 1st meeting of each month at 6:00.

CITY OF HOQUIAM
Council Meeting Minutes

February 22, 2016

Billing Utilities by Meter Size Councilmember Winkelman moved to refer the issue of water billing based on meter size to the Public Utilities Committee for their review and recommendation to the council. The motion was seconded and passed by voice vote.

NEW BUSINESS

Lighting on Entrance Signs Councilmember Winkelman stated that the lights on the entrance signs coming into Hoquiam are not working.

Elite Obstacle Course Racers Councilmember Winkelman stated that the Elite Obstacle course racers will be leading a workout at the High School on Saturday at 3:00 – this is open to anyone who would like to attend.

Vacant Council Position A brief discussion was held regarding the vacant Council position and the process that should be followed to select and appoint a person to the position. Mr. Johnson stated that it has been done several ways in the past. The council has chosen to interview the candidates on some occasions and on others, based their decision strictly from the letter of interest that was submitted. Council is allowed to go into executive session to discuss the candidates, but the vote to appoint an individual must be done on the open floor. A motion was made to ask questions of the candidates in executive session and then make a decision. The motion was seconded. Councilmember Pellegrini moved to amend the motion to interview the candidates on the open floor and then go to executive session to discuss. The amendment was seconded and passed by voice vote and the main motion as amended passed by voice vote.

Current Sign Ordinance Councilmember Winkelman stated that some business owners are concerned with the current regulations on signs for their businesses. He moved to send the sign ordinance and regulations to the Planning Commission for their review and recommendation. The motion was seconded and passed by voice vote.

Jitterhouse There will be a ribbon cutting ceremony for the grand opening of the Jitterhouse on Wednesday at 4:00.

Public Utilities Meeting Councilmember Pellegrini stated that the Public Utilities Committee will meet following the regular council meeting.

Excuse Absent Member Councilmember Pellegrini moved to excuse the absent member and the motion was seconded and passed by voice vote.

CITY OF HOQUIAM
Council Meeting Minutes

February 22, 2016

COMMUNICATIONS

- Roberts Rules Councilmember Tibbetts stated that under Roberts Rules of Order only someone who voted on the winning side can move to reconsider an issue.
- Changes to Ordinances Robin Moore asked if the changes to the Ordinances can be published on the website so the citizens can view them.
- League of Women Voters Lisa Chappel announced that it is the 95th anniversary of the League of Women Voters.
- E-Verify Program Pat Mulhouser stated that she is in favor of keeping the e—verify program and she encouraged the Councilmembers to stand up for their principles.
- E-Verify Program Mr. Bill Whieland, 600 Washington Court, stated that the Council needs to look at the e-verify program if it is costing the city thousands of dollars to have it in effect.

ADJOURNMENT

Councilmember Pellegrini moved to adjourn the meeting at 7:46 p.m. The motion was seconded and passed by voice vote.

Jasmine Dickhoff – Mayor

Tracy Wood – Council Secretary

REPORT OF COMMITTEE

Date: 14-Mar-16

To the Honorable Mayor and City Council of the City of Hoquiam

We hereby recommend approval of the following:

Claims Check Numbers 83910 through 83920 for \$ \$1,151,034.53

ACH for \$ \$330,291.89

EFT for \$ \$177,585.26

Direct Pay (26-27) for \$ _____

Payroll Check Numbers 27749 through 27783 for \$ \$ 175,900.40

Payroll and benefits for the month of _____ be approved and issued at the proper time.

Interdepartmental transfers _____ for \$ _____

Finance Director

Regulatory Committee:

_____, Chairperson



Notice of Completion of Public Works Project and Request for Approval of Acceptance and Release of Retainage and Bonds

Date	March 14, 2016
Contractor	Rognlin's Inc.
Project Title	N Street Paving
Contract Total	\$430,409.50

The above named contractor has satisfactorily completed the project listed above. It is recommended that this project be accepted as complete and that the Finance Department release any retainage and/or performance/payment bonds after the appropriate releases are received from the Departments of Revenue and Labor & Industries (if such releases are required) and after any contractor/supply liens, if any, are satisfied.

City Administrator

SHORT FORM AGREEMENT BETWEEN OWNER AND HDR ENGINEERING, INC. FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made as of this _____ day of _____, 2016, between City of Hoquiam (“OWNER”) and HDR ENGINEERING, INC., (“ENGINEER”) a Nebraska corporation, with local offices at 606 Columbia St NW, Suite 200, Olympia, WA 98501 for services in connection with the project known as Woodlawn Water Pipeline Project (“Project”);

WHEREAS, OWNER desires to engage ENGINEER to provide professional engineering, consulting and related services (“Services”) in connection with the Project; and

WHEREAS, ENGINEER desires to render these Services as described in SECTION I, Scope of Services.

NOW, THEREFORE, OWNER and ENGINEER in consideration of the mutual covenants contained herein, agree as follows:

SECTION I. SCOPE OF SERVICES

ENGINEER will provide Services for the Project, which consist of the Scope of Services as outlined on the attached Exhibit A.

SECTION II. TERMS AND CONDITIONS OF ENGINEERING SERVICES

The “HDR Engineering, Inc. Terms and Conditions for Professional Services,” which are attached hereto in Exhibit B, are incorporated into this Agreement by this reference as if fully set forth herein.

SECTION III. RESPONSIBILITIES OF OWNER

The OWNER shall provide the information set forth in paragraph 6 of the attached “HDR Engineering, Inc. Terms and Conditions for Professional Services.”

SECTION IV. COMPENSATION

Compensation for ENGINEER’S services under this Agreement shall be on a time and materials basis of a not-to-exceed amount of \$24,900.

SECTION V. PERIOD OF SERVICE

Upon receipt of written authorization to proceed, ENGINEER shall perform the services within the time period described in Exhibit A:

Unless otherwise stated in this Agreement, the rates of compensation for ENGINEER’S services have been agreed to in anticipation of the orderly and continuous progress of the

project through completion. If any specified dates for the completion of ENGINEER'S services are exceeded through no fault of the ENGINEER, the time for performance of those services shall be automatically extended for a period which may be reasonably required for their completion and all rates, measures and amounts of ENGINEER'S compensation shall be equitably adjusted.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

"OWNER"

BY: _____

NAME: _____

TITLE: _____

ADDRESS: _____

HDR ENGINEERING, INC.
"ENGINEER"

BY: *Karen Doherty*

NAME: Karen Doherty

TITLE: Sr Vice President

ADDRESS: 500 108th Ave NE Suite 1200
Bellevue, WA 98004

EXHIBIT A

SCOPE OF SERVICES



SCOPE OF SERVICES
Woodlawn Water Pipeline Project
Route Alternatives and Selection

Prepared by:

HDR Engineering, Inc.
606 Columbia St NW, Suite 200
Olympia, Washington 98501

February 2016

Scope of Services

City of Hoquiam Woodlawn Water Pipeline Route Alternatives and Selection

HDR Engineering, Inc. (HDR) offers the following scope of work for the City of Hoquiam (City).

Project Background

The City of Hoquiam (City) 2013 Water System Plan (WSP) identified the following distribution system capital improvement project:

Project ID #D-2: Increase Reliability/Redundancy to Northeast Portion of System – The existing Division Street river crossing was closed in 2009 to isolate a major leak in the pipeline, and has not been restored. As a result, there is now one 14-inch waterline serving the Northeast portion of the water system, in the area including Woodlawn and Hoquiam Plywood. The City has identified three projects that would increase distribution system reliability by providing a second connection to the area. All three projects aid in the resolution of fire flow deficiency in the area. The three projects are:

- D-2a. Replacement of the Division Street river crossing with approximately 500 LF of 12-inch pipe.
- D-2b. Installation of approximately 1,800 LF of 8-inch pipe to close an existing gap in piping along Broadway Avenue.
- D-2c. Installation of approximately 1,800 LF of 8-inch pipe from Beacon Hill Drive to Broadway Avenue.



The City has requested HDR to evaluate these alternatives for City selection of the preferred alternative for implementation.

HDR will provide a comprehensive scope of services in a phased approach. The approach to the overall project is envisioned to incorporate the following phases:

- Phase 1 – Route Alternatives and Selection (Current)
Issues, challenges and concerns will be identified for each alternative to identify the preferred alternative. The alternative pipeline alignments will be identified, considering available right-of-way, private property easement issues, environmental impacts, construction issues, permits, and costs.
- Phase 2 – Final Design (Future)
The final design will prepare bid ready documents and permits for construction.

- Phase 3 – Bidding and Construction (Future)
Services will be provided to assist the City during the bidding and construction phases of the project.

The project work will be organized under tasks with objectives, responsibilities, assumptions, and deliverables as outlined in the task descriptions that follow.

Task 100 – Project Management

Objective:

Administer the project and coordinate with the City to facilitate efficient progress and timely completion.

HDR Services:

1. Prepare for and conduct a kickoff conference call with the HDR team and the City to review project approach, identify project expectations, and confirm the City's goals and objectives.
2. Prepare and submit monthly invoices and status reports, outlining the work completed during that month, project status, and an outline of issues to be resolved.

City Responsibilities:

1. Attendance at Kickoff conference call
2. Payment of progress invoices within time frames established in the agreement

Assumptions:

1. Phase 1 project duration will be 2 months.

Deliverables:

1. Monthly status reports with invoices

Task 110 – Alternatives Analysis

Objective:

Prepare a tech memo that documents alternatives, issues, challenges, and estimated costs to allow City to select preferred alternative.

HDR Services:

1. Conduct a one-day site visit with the City to become familiar with the pipeline alternative alignments and document current condition observations.
2. Evaluate three pipeline alternatives.
 - a. Identify alignments and points of connection. Research existing property using Grays Harbor County parcel data. Prepare the project map.
 - b. Prepare preliminary list of potential permitting requirements for the project and identify agency or jurisdiction requiring permit.
 - c. Identify potential traffic and constructability issues and constraints.
 - d. Review City's existing hydraulic model and perform 1 fire flow scenario for each alternative.
 - e. Develop conceptual level project cost estimates.
3. Prepare alternatives tech memo documenting analysis and selected alternative.
4. Attend one council meeting to discuss alternatives.

City Responsibilities:

1. Attendance at one-day site visit
2. Provide copies of requested data and sources of information
3. Review and provide comments on Draft tech memo



Assumptions:

1. Alternatives analysis will consider topography, critical areas, traffic, property, and constructability.
2. Mapping will be developed to the extent existing information is available. Mapping to be created on existing available GIS data. No surveying will be performed.
3. Pipe installed for open cut trench will be PVC. Pipe installed for Horizontal Directional Drill will be HDPE.
4. The site visit is envisioned to be attended by:
 - a. HDR Project Manager and HDR Engineer
 - b. City personnel (City Administrator, Water System Foreman, and others identified by City).
5. Conceptual engineer's opinion of probable construction cost will be based on gross cost per foot of pipe based on recent bid tabs. Cost estimate will include 40% for contingency at this level of project completion.
6. Modeling analysis will use the City's existing hydraulic model without further modifications except the addition of the alternatives evaluated in this study.
7. Attendance at City Council meeting is envisioned to be a workshop format at a regularly scheduled Council meeting.

Deliverables:

1. Technical Memorandum (up to 20 pages) in PDF format (1 digital copy emailed to City). 1 Draft and 1 Final.

Engineering Fee Estimate

This phase 1 is offered on a **time-and-materials basis not-to-exceed \$24,900.**

EXHIBIT B

TERMS AND CONDITIONS

Exhibit B
HDR Engineering, Inc.
Terms and Conditions for Professional Services

1. STANDARD OF PERFORMANCE

The standard of care for all professional engineering, consulting and related services performed or furnished by ENGINEER and its employees under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under the same or similar circumstances at the same time and in the same locality. ENGINEER makes no warranties, express or implied, under this Agreement or otherwise, in connection with ENGINEER's services.

2. INSURANCE/INDEMNITY

ENGINEER agrees to procure and maintain, at its expense, Workers' Compensation insurance as required by statute; Employer's Liability of \$250,000; Automobile Liability insurance of \$1,000,000 combined single limit for bodily injury and property damage covering all vehicles, including hired vehicles, owned and non-owned vehicles; Commercial General Liability insurance of \$1,000,000 combined single limit for personal injury and property damage; and Professional Liability insurance of \$1,000,000 per claim for protection against claims arising out of the performance of services under this Agreement caused by negligent acts, errors, or omissions for which ENGINEER is legally liable. OWNER shall be made an additional insured on Commercial General and Automobile Liability insurance policies and certificates of insurance will be furnished to the OWNER. ENGINEER agrees to indemnify OWNER for claims to the extent caused by ENGINEER's negligent acts, errors or omissions. However, neither Party to this Agreement shall be liable to the other Party for any special, incidental, indirect, or consequential damages (including but not limited to loss of profits or revenue; loss of use or opportunity; loss of good will; cost of substitute facilities, goods, or services; and/or cost of capital) arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to any such damages caused by the negligence, errors or omissions, strict liability or breach of contract.

3. OPINIONS OF PROBABLE COST (COST ESTIMATES)

Any opinions of probable project cost or probable construction cost provided by ENGINEER are made on the basis of information available to ENGINEER and on the basis of ENGINEER's experience and qualifications, and represents its judgment as an experienced and qualified professional engineer. However, since ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s)' methods of determining prices, or over competitive bidding or market conditions, ENGINEER does not guarantee that proposals, bids or actual project or construction cost will not vary from opinions of probable cost ENGINEER prepares.

4. CONSTRUCTION PROCEDURES

ENGINEER's observation or monitoring portions of the work performed under construction contracts shall not relieve the contractor from its responsibility for performing work in accordance with applicable contract documents. ENGINEER shall not control or have charge of, and shall not be responsible for, construction means, methods, techniques, sequences, procedures of construction, health or safety programs or precautions connected with the work and shall not manage, supervise, control or have charge of construction. ENGINEER shall not be responsible for the acts or omissions of the contractor or other parties on the project. ENGINEER shall be entitled to review all construction contract documents and to require that no provisions extend the duties or liabilities of ENGINEER beyond those set forth in this Agreement. OWNER agrees to include ENGINEER as an indemnified party in OWNER's construction contracts for the work, which shall protect ENGINEER to the same degree as OWNER. Further, OWNER agrees that ENGINEER shall be listed as an additional insured under the construction contractor's liability insurance policies.

5. CONTROLLING LAW

This Agreement is to be governed by the law of the state where ENGINEER's services are performed.

6. SERVICES AND INFORMATION

OWNER will provide all criteria and information pertaining to OWNER's requirements for the project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability,

and any budgetary limitations. OWNER will also provide copies of any OWNER-furnished Standard Details, Standard Specifications, or Standard Bidding Documents which are to be incorporated into the project.

OWNER will furnish the services of soils/geotechnical engineers or other consultants that include reports and appropriate professional recommendations when such services are deemed necessary by ENGINEER. The OWNER agrees to bear full responsibility for the technical accuracy and content of OWNER-furnished documents and services.

In performing professional engineering and related services hereunder, it is understood by OWNER that ENGINEER is not engaged in rendering any type of legal, insurance or accounting services, opinions or advice. Further, it is the OWNER's sole responsibility to obtain the advice of an attorney, insurance counselor or accountant to protect the OWNER's legal and financial interests. To that end, the OWNER agrees that OWNER or the OWNER's representative will examine all studies, reports, sketches, drawings, specifications, proposals and other documents, opinions or advice prepared or provided by ENGINEER, and will obtain the advice of an attorney, insurance counselor or other consultant as the OWNER deems necessary to protect the OWNER's interests before OWNER takes action or forebears to take action based upon or relying upon the services provided by ENGINEER.

7. SUCCESSORS, ASSIGNS AND BENEFICIARIES

OWNER and ENGINEER, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the covenants of this Agreement. Neither OWNER nor ENGINEER will assign, sublet, or transfer any interest in this Agreement or claims arising therefrom without the written consent of the other. No third party beneficiaries are intended under this Agreement.

8. RE-USE OF DOCUMENTS

All documents, including all reports, drawings, specifications, computer software or other items prepared or furnished by ENGINEER pursuant to this Agreement, are instruments of service with respect to the project. ENGINEER retains ownership of all such documents. OWNER may retain copies of the documents for its information and reference in connection with the project; however, none of the documents are intended or represented to be suitable for reuse by OWNER or others on extensions of the project or on any other project. Any reuse without written verification or adaptation by ENGINEER for the specific purpose intended will be at OWNER's sole risk and without liability or legal exposure to ENGINEER, and OWNER will defend, indemnify and hold harmless ENGINEER from all claims, damages, losses and expenses, including attorney's fees, arising or resulting therefrom. Any such verification or adaptation will entitle ENGINEER to further compensation at rates to be agreed upon by OWNER and ENGINEER.

9. TERMINATION OF AGREEMENT

OWNER or ENGINEER may terminate the Agreement, in whole or in part, by giving seven (7) days written notice to the other party. Where the method of payment is "lump sum," or cost reimbursement, the final invoice will include all services and expenses associated with the project up to the effective date of termination. An equitable adjustment shall also be made to provide for termination settlement costs ENGINEER incurs as a result of commitments that had become firm before termination, and for a reasonable profit for services performed.

10. SEVERABILITY

If any provision of this agreement is held invalid or unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term or condition shall not be construed by the other party as a waiver of any subsequent breach of the same provision, term or condition.

11. INVOICES

ENGINEER will submit monthly invoices for services rendered and OWNER will make payments to ENGINEER within thirty (30) days of OWNER's receipt of ENGINEER's invoice.

Exhibit B

ENGINEER will retain receipts for reimbursable expenses in general accordance with Internal Revenue Service rules pertaining to the support of expenditures for income tax purposes. Receipts will be available for inspection by OWNER's auditors upon request.

If OWNER disputes any items in ENGINEER's invoice for any reason, including the lack of supporting documentation, OWNER may temporarily delete the disputed item and pay the remaining amount of the invoice. OWNER will promptly notify ENGINEER of the dispute and request clarification and/or correction. After any dispute has been settled, ENGINEER will include the disputed item on a subsequent, regularly scheduled invoice, or on a special invoice for the disputed item only.

OWNER recognizes that late payment of invoices results in extra expenses for ENGINEER. ENGINEER retains the right to assess OWNER interest at the rate of one percent (1%) per month, but not to exceed the maximum rate allowed by law, on invoices which are not paid within thirty (30) days from the date OWNER receives ENGINEER's invoice. In the event undisputed portions of ENGINEER's invoices are not paid when due, ENGINEER also reserves the right, after seven (7) days prior written notice, to suspend the performance of its services under this Agreement until all past due amounts have been paid in full.

12. CHANGES

The parties agree that no change or modification to this Agreement, or any attachments hereto, shall have any force or effect unless the change is reduced to writing, dated, and made part of this Agreement. The execution of the change shall be authorized and signed in the same manner as this Agreement. Adjustments in the period of services and in compensation shall be in accordance with applicable paragraphs and sections of this Agreement. Any proposed fees by ENGINEER are estimates to perform the services required to complete the project as ENGINEER understands it to be defined. For those projects involving conceptual or process development services, activities often are not fully definable in the initial planning. In any event, as the project progresses, the facts developed may dictate a change in the services to be performed, which may alter the scope. ENGINEER will inform OWNER of such situations so that changes in scope and adjustments to the time of performance and compensation can be made as required. If such change, additional services, or suspension of services results in an increase or decrease in the cost of or time required for performance of the services, an equitable adjustment shall be made, and the Agreement modified accordingly.

13. CONTROLLING AGREEMENT

These Terms and Conditions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice-to-proceed, or like document.

14. EQUAL EMPLOYMENT AND NONDISCRIMINATION

In connection with the services under this Agreement, ENGINEER agrees to comply with the applicable provisions of federal and state Equal Employment Opportunity for individuals based on color, religion, sex, or national origin, or disabled veteran, recently separated veteran, other protected veteran and armed forces service medal veteran status, disabilities under provisions of executive order 11246, and other employment, statutes and regulations, as stated in Title 41 Part 60 of the Code of Federal Regulations § 60-1.4 (a-f), § 60-300.5 (a-e), § 60-741 (a-e).

15. HAZARDOUS MATERIALS

OWNER represents to ENGINEER that, to the best of its knowledge, no hazardous materials are present at the project site. However, in the event hazardous materials are known to be present, OWNER represents that to the best of its knowledge it has disclosed to ENGINEER the existence of all such hazardous materials, including but not limited to asbestos, PCB's, petroleum, hazardous waste, or radioactive material located at or near the project site, including type, quantity and location of such hazardous materials. It is acknowledged by both parties that ENGINEER's scope of services do not include services related in any way to hazardous materials. In the event ENGINEER or any other party encounters undisclosed hazardous materials, ENGINEER shall have the obligation to notify OWNER and, to the extent required by law or regulation, the appropriate governmental officials, and ENGINEER may, at its option and without liability for delay, consequential or any other damages to OWNER, suspend performance of services on that portion of the project affected by hazardous materials until OWNER: (i) retains

appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the hazardous materials; and (ii) warrants that the project site is in full compliance with all applicable laws and regulations. OWNER acknowledges that ENGINEER is performing professional services for OWNER and that ENGINEER is not and shall not be required to become an "arranger," "operator," "generator," or "transporter" of hazardous materials, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA), which are or may be encountered at or near the project site in connection with ENGINEER's services under this Agreement. If ENGINEER's services hereunder cannot be performed because of the existence of hazardous materials, ENGINEER shall be entitled to terminate this Agreement for cause on 30 days written notice.

To the fullest extent permitted by law, OWNER shall indemnify and hold harmless ENGINEER, its officers, directors, partners, employees, and subconsultants from and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused by, arising out of or resulting from hazardous materials, provided that (i) any such cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or injury to or destruction of tangible property (other than completed Work), including the loss of use resulting therefrom, and (ii) nothing in this paragraph shall obligate OWNER to indemnify any individual or entity from and against the consequences of that individual's or entity's sole negligence or willful misconduct.

16. EXECUTION

This Agreement, including the exhibits and schedules made part hereof, constitute the entire Agreement between ENGINEER and OWNER, supersedes and controls over all prior written or oral understandings. This Agreement may be amended, supplemented or modified only by a written instrument duly executed by the parties.

17. ALLOCATION OF RISK

OWNER AND ENGINEER HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING ENGINEER'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE RISKS, SO, TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF ENGINEER (AND ITS RELATED CORPORATIONS, SUBCONSULTANTS AND EMPLOYEES) TO OWNER AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE GREATER OF \$100,000 OR ITS FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF ENGINEER'S SERVICES OR THIS AGREEMENT REGARDLESS OF CAUSE(S) OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY. THIS LIMITATION SHALL NOT APPLY TO THE EXTENT THE DAMAGE IS PAID UNDER ENGINEER'S COMMERCIAL GENERAL LIABILITY INSURANCE POLICY.

18. LITIGATION SUPPORT

In the event ENGINEER is required to respond to a subpoena, government inquiry or other legal process related to the services in connection with a legal or dispute resolution proceeding to which ENGINEER is not a party, OWNER shall reimburse ENGINEER for reasonable costs in responding and compensate ENGINEER at its then standard rates for reasonable time incurred in gathering information and documents and attending depositions, hearings, and trial.

19. UTILITY LOCATION

If underground sampling/testing is to be performed, a local utility locating service shall be contacted to make arrangements for all utilities to determine the location of underground utilities. In addition, OWNER shall notify ENGINEER of the presence and location of any underground utilities located on the OWNER's property which are not the responsibility of private/public utilities. ENGINEER shall take reasonable precautions to avoid damaging underground utilities that are properly marked. The OWNER agrees to waive any claim against ENGINEER and will indemnify and hold ENGINEER harmless from any claim of liability, injury or loss caused by or allegedly caused by ENGINEER's damaging of underground utilities that are not properly marked or are not called to ENGINEER's attention prior to beginning the underground sampling/testing.

**SHORT FORM AGREEMENT BETWEEN OWNER AND HDR ENGINEERING,
INC. FOR PROFESSIONAL SERVICES**

THIS AGREEMENT is made as of this _____ day of _____, 2016, between City of Hoquiam (“OWNER”) and HDR ENGINEERING, INC., (“ENGINEER”) a Nebraska corporation, with local offices at 606 Columbia St NW, Suite 200, Olympia, WA 98501 for services in connection with the project known as Wastewater Treatment Facility Secondary Clarifier Rehabilitation Design and Construction Project (“Project”);

WHEREAS, OWNER desires to engage ENGINEER to provide professional engineering, consulting and related services (“Services”) in connection with the Project; and

WHEREAS, ENGINEER desires to render these Services as described in SECTION I, Scope of Services.

NOW, THEREFORE, OWNER and ENGINEER in consideration of the mutual covenants contained herein, agree as follows:

SECTION I. SCOPE OF SERVICES

ENGINEER will provide Services for the Project, which consist of the Scope of Services as outlined on the attached Exhibit A.

SECTION II. TERMS AND CONDITIONS OF ENGINEERING SERVICES

The “HDR Engineering, Inc. Terms and Conditions for Professional Services,” which are attached hereto in Exhibit B, are incorporated into this Agreement by this reference as if fully set forth herein.

SECTION III. RESPONSIBILITIES OF OWNER

The OWNER shall provide the information set forth in paragraph 6 of the attached “HDR Engineering, Inc. Terms and Conditions for Professional Services.”

SECTION IV. COMPENSATION

Compensation for ENGINEER’S services under this Agreement shall be on a time and materials basis of a not-to-exceed amount of \$98,900, per the breakdown shown in Exhibit A-2.

SECTION V. PERIOD OF SERVICE

Upon receipt of written authorization to proceed, ENGINEER shall perform the services within the time period described in Exhibit A-3.

Unless otherwise stated in this Agreement, the rates of compensation for ENGINEER'S services have been agreed to in anticipation of the orderly and continuous progress of the project through completion. If any specified dates for the completion of ENGINEER'S services are exceeded through no fault of the ENGINEER, the time for performance of those services shall be automatically extended for a period which may be reasonably required for their completion and all rates, measures and amounts of ENGINEER'S compensation shall be equitably adjusted.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

"OWNER"

BY: _____

NAME: _____

TITLE: _____

ADDRESS: _____

HDR ENGINEERING, INC.

"ENGINEER"

BY: Karen Doherty

NAME: Karen Doherty

TITLE: Sr Vice President

ADDRESS: 500 108th Ave NE Suite 1200
Bellevue, WA 98004

EXHIBIT A

SCOPE OF SERVICES

Exhibit A

Scope of Services

City of Hoquiam Wastewater Treatment Facility Secondary Clarifier Rehabilitation Design and Construction Support

February 2016



**606 Columbia Street NW
Suite 200
Olympia, WA 98501-1085
(360) 570-4400**

EXHIBIT A-1

SCOPE OF SERVICES

Background

The existing City of Hoquiam (City) Wastewater Treatment Plant was constructed in 1978 and placed into service in 1979. Except for the addition of standby power generation and dechlorination facilities, and replacement of the oxidation ditch rotors, the treatment plant has not been modified since original construction was completed.

The City's 2014 Wastewater Facility Plan identified the approach for Phase 1 near term rehabilitation and replacement improvements for the wastewater treatment plant to extend functional life of existing critical treatment facilities. Phase 1 rehabilitation improvements include the secondary clarifier.

Major deficiencies in the existing secondary clarifier structure are as follows:

- There are cracks in the vertical circular wall,
- The floor slabs, 12-inch reinforced and the 2-inch unreinforced topping slab suffer from cracking as well. Some of the cracks appear to be surface cracking in the 2-inch topping slab; others appear to be deeper, probably extending into the main 12-inch structural slab,
- According to the surveys performed in 1980, 1985, 1987, and 1988 for the top of the wall elevations, the west side has risen approximately 6 inches since construction was completed,
- Due to rising of the structure, the weir and launders are not level and therefore not functioning properly, and
- The existing clarifier collector mechanism has corroded and is reaching the end of its useful life.

The existing secondary clarifier is 35 years old. In addition, the structure has differentially settled. The project approach is to accomplish sufficient rehabilitation so that the clarifier life is extended another 10 to 20 years, and not to restore the unit to equivalent to new condition. The approach defined in the scope below will require that the existing clarifier be removed from service for a period of up to a month. During this outage, the City may not be able to comply with all discharge permit conditions.

The scope of services described below consists of both design and construction phase services.

General Approach

General project approach involves both City and HDR activities.

City Responsibilities: General City responsibilities are as follows:

- Prepare bidding documents, bid forms, and general conditions. Project will use a lump sum bidding form.
- Incorporate HDR technical documents into the bid package.
- Manage project bid process, evaluate bids, and select contractor.

- Manage day-to-day construction activities, including schedule review, and process progress payments.

HDR Responsibilities: General HDR responsibilities are as follows:

- Prepare clarifier mechanism specification. The HDR guide specification will be used as the basis for this document, edited to include pertinent information from the vendor-provided specification.
- Prepare other technical specifications for key work items, including grout repair and handrailing.
- Prepare electrical specifications and drawings for routing new conduit and cable from existing plant motor control centers to the new equipment.
- Prepare contract drawings communicating the overall construction activities.
- Conduct periodic resident inspection during the active construction project.
- Conduct inspection of the constructed improvements.
- Assist City staff with startup of the new facilities.

Other Responsibilities: Other responsibilities are as follows:

- City will arrange for an independent integrator (Coastal Controls) to connect the rehabilitated clarifier into the plant control system.

Schedule

An initial schedule analysis revealed that it was unlikely that design, bidding, and clarifier mechanism fabrication could be completed before November 2016. Since the improvements need to be constructed during dry weather, the scope of services is based on the following schedule:

- March to June 2016: Design
- July and August 2016: Bidding
- September 2016: Contract award
- October 2016 to June 2017: Clarifier mechanism fabrication
- July 2017: Construction

Proposed Scope of Services

The scope of work is to perform the tasks described below:

- Task 1. Construction Contract Documents
- Task 2. Construction Bidding and Award
- Task 3. Construction Support
- Task 4. Quality Assurance/Quality Control (QA/QC)
- Task 5. Project Management

The drawing list is included in Attachment 1 and the specification list is included in Attachment 2.

Task 1. Construction Contract Documents

Objective: Construction documents consisting of drawings and technical specifications are required to implement the improvements. Bidding documents are required for contractor selection and general conditions are required for defining contractor responsibilities during construction.

HDR Services: The following subtasks will be performed:

- 1.1 Bidding Documents and General Conditions Review:** City staff will prepare general conditions and bidding documents. Consultant will review City documents so that technical documents can be prepared to be consistent with City documents.
- 1.2 90 Percent Contract Drawings:** The Consultant will prepare technical drawings. Drawings are limited to the items identified in Attachment 1.
- 1.3 90 Percent Technical Specifications:** The Consultant will prepare technical specifications defined in Attachment 2.
- 1.4 Review Work Session:** The Consultant will meet with City staff to receive comments on 90 percent documents, and coordinate preparation of final documents.
- 1.5 Final Contract Drawings:** The Consultant will prepare final technical drawings, based on City review comments on the 90 percent submittal.
- 1.6 Final Specifications:** The Consultant will prepare final technical specifications, based on City comments on the 90 percent submittal.

Assumptions: Assumptions are as follows:

1. Drawings and specifications prepared by HDR are limited to the list identified in Attachments 1 and 2.
2. Although previous inspection revealed damage to the secondary clarifier structure, rehabilitation activities are limited to grouting of cracks and not full structural repairs.
3. HDR will coordinate with one or more secondary clarifier vendors to identify clarifier mechanism replacement options for a differentially settled structure.
4. According to the City, coordination with Department of Ecology is not required.
5. According to the City, construction permits are not required.
6. According to the City, an environmental assessment is not required.

City Responsibilities: City responsibilities are as follows:

1. Provide record drawings of the treatment plant.
2. Review draft document and provide consolidated comments within two weeks after documents are delivered to City

Deliverables: The deliverable product from this task is as follows:

1. 90 contract drawings and technical specifications for review by the City. Documents will be e-mailed files in pdf format.
2. Final contract drawings and technical specifications for incorporation by the City into bidding documents. Documents will be e-mailed files in pdf format.

Task 2. Construction Bidding and Award

Objective: Support construction bidding and award.

HDR Services: Assist City staff with addressing questions on the construction bidding documents.

- 2.1 **Construction Bidding Support:** Address questions from prospective bidders during the bid period.
- 2.2 **Contract Documents Addenda:** Consultant will prepare addenda to technical construction contract documents.

Assumptions: The budget is based upon the following assumptions:

1. Number of questions from prospective bidders is out of Consultant's control and can not be determined at this time. Construction bidding support is estimated not to exceed 8 hours labor.
2. Addenda are assumed to require up to 8 hours of engineering services.

City Responsibilities: City responsibilities are as follows:

1. The City will lead construction bidding activities, including printing and issuing bidding documents.
2. The City will evaluate bid proposals, conduct reference checks, and make a determination of lowest responsible, responsive bidder.
3. City will direct all activities associated with Contractor Notice of Award and Notice to Proceed.

Deliverables: The deliverable product from this task is as follows:

1. Bidding addendum items.

Task 3. Construction Support

Objective: The City desires assistance with administration of the construction contract.

HDR Services: Provide construction support on a limited basis.

- 3.1 **Initial Observation:** The clarifier will need to be removed from service for at least a day, so that the clarifier vendor can perform measurements of the existing mechanism and tank. Consultant will be present to observe clarifier and to coordinate with Contractor.
- 3.2 **Submittal Reviews:** Review equipment vendor's shop drawing submittal and provide comments.
- 3.3 **Construction Administration Support:** Provide limited construction administration support via telephone.
- 3.4 **Resident Observation:** Consultant will assign an on-site representative (Ty Johnson) to provide periodic observation during the active construction period.
- 3.5 **Punchlist Review:** Conduct punchlist review of observed facilities.
- 3.6 **Startup Assistance:** Assist City staff with startup of the new clarifier.

Assumptions: Assumptions are as follows:

1. The active construction period is assumed to be four weeks.

2. HDR staff will provide services in a supporting role to the City to monitor and enforce the requirements of the contract documents. HDR's services will augment the City's role during bidding and construction. This scope of services does not include full time, on site observation by HDR, but estimates support both on-site and from our offices with staff in Olympia and Bellevue.
3. On-site observation support will be limited to four hours per week at the construction site during the active construction period.
4. Two outages of the secondary clarifier are required. The first is not to exceed a day and is to allow the contractor to perform measurements to confirm equipment sizing. The second outage will be for no more than four weeks to allow the Contractor access to construct the improvements.

City Responsibilities: City responsibilities are as follows:

1. Administer daily construction activities.
2. Arrange for clarifier outages and cleaning of the clarifier.

Deliverables: The deliverable product from this task is as follows:

1. Submittal review comments.
2. On-site observation notes and memoranda.

Task 4. Quality Assurance/Quality Control (QA/QC)

Objective: The purpose of this task is to prepare a quality assurance plan and to conduct quality control reviews during the course of the project.

HDR Services: HDR will perform internal QC review on all the deliverables identified in this scope of services before they are sent to City: A Senior Engineer from HDR, not specifically involved in this project, will provide the QC review. HDR PM will identify the reviewers for each task. Task Lead/Project Engineer will coordinate with the reviewer to implement the QC review process.

- 4.1 Quality Assurance/Quality Control Plan.** The Consultant will develop a Quality Assurance/Quality Control plan prior to commencing work.
- 4.2 Quality Assurance Review:** At project initiation, Consultant will conduct a quality assurance review at project commencement to discuss technical approach, team resources, other available firm resources, and project management approach. Review will be by two senior wastewater engineers not associated with the project.
- 4.3 Design Quality Control Review.** QA/QC Task Leader will conduct a review of 90-percent and final deliverables. Documentation of quality control review will be provided to City.

Assumptions: The budget is based upon the following assumption:

1. The only draft submittal will be the 90 percent documents.

Deliverables: The deliverable products from this task are as follows:

1. Quality assurance/quality control plan,
2. Quality Control Review Notes.

Task 5. Project Management

Objective: The purpose of this task is to manage and coordinate project technical resources to a level of service and responsiveness consistent with the project schedule and budget.

HDR Services: A designated HDR project manager (Tim Hume) will prepare, monitor, and update the project work plan throughout the project. A design manager (Patrick Roe) will lead the design team. The project manager and design manager will participate in monthly conference calls with the City and provide a brief cost and schedule status report for each task. The status report will include a description of progress to-date, actual costs for each task, and any potential cost variances.

The project manager will coordinate team activities with City in relation to scheduling site visits and meetings with City staff. The project manager will also supervise the engineering team, review monthly invoices and project budget, and coordinate the QA/QC reviews on the deliverables to comply with HDR's QA/QC program requirements.

Specific activities conducted by the Consultant will include the following subtasks:

- 5.1 Project Guide:** Prepare a Project Guide following Notice to Proceed. The guide shall identify project scope, individual work elements, budget for each element, responsible individuals for each work element, staffing plan and schedule. The Project Guide will be updated periodically when significant events impact the scope and/or schedule of the project.
- 5.2 Project Initiation Management Review:** Conduct a business review with senior management at project commencement.
- 5.3 Project Management Meetings:** The Consultant shall schedule one project meeting every month, via conference call. Participants in the project meetings will include the City Administrator, City Wastewater Superintendent, HDR project manager, and HDR design manager. The purpose of the meeting is to track time and budget, work elements accomplished, work items planned for the next period, staffing needs, scope issues, etc.
- 5.4 Invoices and Status Reports:** Prepare monthly project status reports that compare work accomplished with scheduled activities, provide support documentation for the invoices, compare expenditures with task budgets, and describe changes to the scope that have occurred. Reports shall be submitted to the City with the monthly invoices.
- 5.5 Engineering Team Management:** Supervise the design team over the course of the project, and review technical content of work products. The Project Manager and Design Manager will monitor team's work in terms of product, quality, schedule and budget.

Assumptions: Assumptions are as follows:

1. The project is assumed to be active for 5 months, consisting of three months during design and bidding, and another two months during construction and startup. Project management activities are limited to this five-month period.
2. A single monthly invoice including labor costs and expenses for each task will be sent to City for review and payment.
3. HDR will coordinate with City to schedule monthly conference calls/meetings at mutually-agreeable date and times.

4. Meetings will be held via conference call.
5. HDR attendees will be the project manager and the design manager.

City Responsibilities: City responsibilities are as follows:

1. Facilitate monthly conference calls (as needed).
2. Provide comments on meeting agenda and meeting minutes.
3. Review and approve monthly invoices and authorize payment.

Deliverables: The deliverable product from this task is as follows:

1. Monthly project status report.
2. Monthly invoices.
3. Emailed PDF of meeting notes and action log.

Task 6. Contingency for Professional Services

Objective: To allow the City a discretionary task budget, to cover additional professional services not currently included in this scope.

HDR Services: Specific activities conducted by the Consultant will include the following subtasks:

- 6.1 Provide professional services at the request of the City as mutually agreed and defined.

Assumptions: Assumptions are as follows:

1. Agreement for the services to be performed under the contingency task and budget will be documented and agreed upon by the City and HDR prior to proceeding.

City Responsibilities: City responsibilities are as follows:

1. Identify professional services deemed necessary that are not expressly included in this scope of services.

Deliverables: The deliverable product from this task is as follows:

1. To be determined and agreed upon by the City and HDR.

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Exhibit A-2

Compensation

The estimated fee to complete the professional services identified in this Scope of Services is offered on a **time-and-materials basis not-to-exceed** the amount shown below. Following are estimated professional services costs for the tasks provided in this scope of services. The following table is provided only to show the City an approximate breakdown of estimated costs.

Task	Estimated Task Cost
Task 1 – Construction Contract Documents	\$43,900
Task 2 – Construction Bidding and Award	\$3,500
Task 3 –Construction Support	\$26,000
Task 4 – Quality Assurance/Quality Control	\$5,600
Task 5 – Project Management	\$9,900
Task 6 – Contingency for Professional Services	\$10,000
Total	\$98,900

Notes:

(1) *Direct Expenses are included in the estimated task costs, and may include hourly technology charge, mileage, reproduction, meals, phone, and postage.*

Exhibit A-3

Schedule

Notice to Proceed with Design	March 15, 2016
Submit 90 percent Design Documents	May 1, 2016
Submit 100 percent Design Documents	June 15, 2016
Active Construction Start	July 1, 2017
Construction Completion	July 31, 2017

Attachment 1-Drawing List

The preliminary drawing list is as follows:

Sheet No.	Drawing No.	Drawing Name	Information Included
1	G-01	Cover Sheet and Index of Drawings	Shows project location and general access.
2	G-02	General Abbreviations and Legend	Abbreviations and legend used on drawings.
3	C-01	Overall Site Plan and Contractor Staging	Shows overall site, site access, and what area the contractor can use for laydown and storage.
4	M-701	Secondary Clarifier Plan, Sections and Details	Show clarifier arrangement, including launder location.
5	E-11	One-Line Diagram and MCC Elevation	Show power requirement.
6	E-12	Power and Instrumentation Plan	Routing and connection of new cable and conduit.
7	E-31	Electrical Control Diagrams	Defines how torque sensing safety switches on clarifier will be configured.

Attachment 2-Specification List

Anticipated specifications in CSI format are as follows:

Section No.	Specification Name	Information Included
Division 01 General Requirements		
01 32 16	Construction Progress Schedule	Require contractor to submit a schedule, and what it needs to include. Used to manage contractor.
01 33 00	Submittals	Defines technical information to be provided by contractor. Used to verify compliance with contract documents.
01 33 04	Operation and Maintenance Manuals	Requires contractor/vendor to provide O&M manuals for the new equipment.
01 65 50	Product Delivery, Storage, and Handling	Defines how new equipment will be protected until ready for installation.
01 73 21	Demolition, Cutting, Repair and Grouting	Defines grout repair of clarifier bottom slab.
01 75 00	System Start-Up	Defines contractor startup requirements and assistance to City.
Division 05 Metals		
05 52 02	Aluminum Railings	Replacement handrailing around clarifier.
Division 09 Finishes		
09 91 00	Painting and Protective Coatings	Defines coating of new clarifier mechanism.
Division 26 Electrical		
26 05 00	Electrical: Basic Requirements	Describes new cable and conduit to replace 38 year old electrical.
26 05 09	Motors	Defines motor type for new clarifier drive.
Division 40 Process Integration		
40 05 05	Equipment: Basic Requirements	Defines basic controls for new clarifier.
40 90 00	Instrumentation For Process Control: Basic Requirements	Defines torque sensing safety devices to be provided with equipment.
40 90 05	Control Loop Descriptions	Defines how new equipment will operate.
40 98 00	Control Panels and Enclosures	Defines controls for new clarifier mechanism.
Division 46 Water and Wastewater Equipment		
46 43 24	Sludge Collection: Circular Scraper-Type	Describes new clarifier mechanism.

EXHIBIT B

TERMS AND CONDITIONS

Exhibit B
HDR Engineering, Inc.
Terms and Conditions for Professional Services

1. STANDARD OF PERFORMANCE

The standard of care for all professional engineering, consulting and related services performed or furnished by ENGINEER and its employees under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under the same or similar circumstances at the same time and in the same locality. ENGINEER makes no warranties, express or implied, under this Agreement or otherwise, in connection with ENGINEER's services.

2. INSURANCE/INDEMNITY

ENGINEER agrees to procure and maintain, at its expense, Workers' Compensation insurance as required by statute; Employer's Liability of \$250,000; Automobile Liability insurance of \$1,000,000 combined single limit for bodily injury and property damage covering all vehicles, including hired vehicles, owned and non-owned vehicles; Commercial General Liability insurance of \$1,000,000 combined single limit for personal injury and property damage; and Professional Liability insurance of \$1,000,000 per claim for protection against claims arising out of the performance of services under this Agreement caused by negligent acts, errors, or omissions for which ENGINEER is legally liable. OWNER shall be made an additional insured on Commercial General and Automobile Liability insurance policies and certificates of insurance will be furnished to the OWNER. ENGINEER agrees to indemnify OWNER for claims to the extent caused by ENGINEER's negligent acts, errors or omissions. However, neither Party to this Agreement shall be liable to the other Party for any special, incidental, indirect, or consequential damages (including but not limited to loss of profits or revenue; loss of use or opportunity; loss of good will; cost of substitute facilities, goods, or services; and/or cost of capital) arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to any such damages caused by the negligence, errors or omissions, strict liability or breach of contract.

3. OPINIONS OF PROBABLE COST (COST ESTIMATES)

Any opinions of probable project cost or probable construction cost provided by ENGINEER are made on the basis of information available to ENGINEER and on the basis of ENGINEER's experience and qualifications, and represents its judgment as an experienced and qualified professional engineer. However, since ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s) methods of determining prices, or over competitive bidding or market conditions, ENGINEER does not guarantee that proposals, bids or actual project or construction cost will not vary from opinions of probable cost ENGINEER prepares.

4. CONSTRUCTION PROCEDURES

ENGINEER's observation or monitoring portions of the work performed under construction contracts shall not relieve the contractor from its responsibility for performing work in accordance with applicable contract documents. ENGINEER shall not control or have charge of, and shall not be responsible for, construction means, methods, techniques, sequences, procedures of construction, health or safety programs or precautions connected with the work and shall not manage, supervise, control or have charge of construction. ENGINEER shall not be responsible for the acts or omissions of the contractor or other parties on the project. ENGINEER shall be entitled to review all construction contract documents and to require that no provisions extend the duties or liabilities of ENGINEER beyond those set forth in this Agreement. OWNER agrees to include ENGINEER as an indemnified party in OWNER's construction contracts for the work, which shall protect ENGINEER to the same degree as OWNER. Further, OWNER agrees that ENGINEER shall be listed as an additional insured under the construction contractor's liability insurance policies.

5. CONTROLLING LAW

This Agreement is to be governed by the law of the state where ENGINEER's services are performed.

6. SERVICES AND INFORMATION

OWNER will provide all criteria and information pertaining to OWNER's requirements for the project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability,

and any budgetary limitations. OWNER will also provide copies of any OWNER-furnished Standard Details, Standard Specifications, or Standard Bidding Documents which are to be incorporated into the project.

OWNER will furnish the services of soils/geotechnical engineers or other consultants that include reports and appropriate professional recommendations when such services are deemed necessary by ENGINEER. The OWNER agrees to bear full responsibility for the technical accuracy and content of OWNER-furnished documents and services.

In performing professional engineering and related services hereunder, it is understood by OWNER that ENGINEER is not engaged in rendering any type of legal, insurance or accounting services, opinions or advice. Further, it is the OWNER's sole responsibility to obtain the advice of an attorney, insurance counselor or accountant to protect the OWNER's legal and financial interests. To that end, the OWNER agrees that OWNER or the OWNER's representative will examine all studies, reports, sketches, drawings, specifications, proposals and other documents, opinions or advice prepared or provided by ENGINEER, and will obtain the advice of an attorney, insurance counselor or other consultant as the OWNER deems necessary to protect the OWNER's interests before OWNER takes action or forebears to take action based upon or relying upon the services provided by ENGINEER.

7. SUCCESSORS, ASSIGNS AND BENEFICIARIES

OWNER and ENGINEER, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the covenants of this Agreement. Neither OWNER nor ENGINEER will assign, sublet, or transfer any interest in this Agreement or claims arising therefrom without the written consent of the other. No third party beneficiaries are intended under this Agreement.

8. RE-USE OF DOCUMENTS

All documents, including all reports, drawings, specifications, computer software or other items prepared or furnished by ENGINEER pursuant to this Agreement, are instruments of service with respect to the project. ENGINEER retains ownership of all such documents. OWNER may retain copies of the documents for its information and reference in connection with the project; however, none of the documents are intended or represented to be suitable for reuse by OWNER or others on extensions of the project or on any other project. Any reuse without written verification or adaptation by ENGINEER for the specific purpose intended will be at OWNER's sole risk and without liability or legal exposure to ENGINEER, and OWNER will defend, indemnify and hold harmless ENGINEER from all claims, damages, losses and expenses, including attorney's fees, arising or resulting therefrom. Any such verification or adaptation will entitle ENGINEER to further compensation at rates to be agreed upon by OWNER and ENGINEER.

9. TERMINATION OF AGREEMENT

OWNER or ENGINEER may terminate the Agreement, in whole or in part, by giving seven (7) days written notice to the other party. Where the method of payment is "lump sum," or cost reimbursement, the final invoice will include all services and expenses associated with the project up to the effective date of termination. An equitable adjustment shall also be made to provide for termination settlement costs ENGINEER incurs as a result of commitments that had become firm before termination, and for a reasonable profit for services performed.

10. SEVERABILITY

If any provision of this agreement is held invalid or unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term or condition shall not be construed by the other party as a waiver of any subsequent breach of the same provision, term or condition.

11. INVOICES

ENGINEER will submit monthly invoices for services rendered and OWNER will make payments to ENGINEER within thirty (30) days of OWNER's receipt of ENGINEER's invoice.

Exhibit B

ENGINEER will retain receipts for reimbursable expenses in general accordance with Internal Revenue Service rules pertaining to the support of expenditures for income tax purposes. Receipts will be available for inspection by OWNER's auditors upon request.

If OWNER disputes any items in ENGINEER's invoice for any reason, including the lack of supporting documentation, OWNER may temporarily delete the disputed item and pay the remaining amount of the invoice. OWNER will promptly notify ENGINEER of the dispute and request clarification and/or correction. After any dispute has been settled, ENGINEER will include the disputed item on a subsequent, regularly scheduled invoice, or on a special invoice for the disputed item only.

OWNER recognizes that late payment of invoices results in extra expenses for ENGINEER. ENGINEER retains the right to assess OWNER interest at the rate of one percent (1%) per month, but not to exceed the maximum rate allowed by law, on invoices which are not paid within thirty (30) days from the date OWNER receives ENGINEER's invoice. In the event undisputed portions of ENGINEER's invoices are not paid when due, ENGINEER also reserves the right, after seven (7) days prior written notice, to suspend the performance of its services under this Agreement until all past due amounts have been paid in full.

12. CHANGES

The parties agree that no change or modification to this Agreement, or any attachments hereto, shall have any force or effect unless the change is reduced to writing, dated, and made part of this Agreement. The execution of the change shall be authorized and signed in the same manner as this Agreement. Adjustments in the period of services and in compensation shall be in accordance with applicable paragraphs and sections of this Agreement. Any proposed fees by ENGINEER are estimates to perform the services required to complete the project as ENGINEER understands it to be defined. For those projects involving conceptual or process development services, activities often are not fully definable in the initial planning. In any event, as the project progresses, the facts developed may dictate a change in the services to be performed, which may alter the scope. ENGINEER will inform OWNER of such situations so that changes in scope and adjustments to the time of performance and compensation can be made as required. If such change, additional services, or suspension of services results in an increase or decrease in the cost of or time required for performance of the services, an equitable adjustment shall be made, and the Agreement modified accordingly.

13. CONTROLLING AGREEMENT

These Terms and Conditions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice-to-proceed, or like document.

14. EQUAL EMPLOYMENT AND NONDISCRIMINATION

In connection with the services under this Agreement, ENGINEER agrees to comply with the applicable provisions of federal and state Equal Employment Opportunity for individuals based on color, religion, sex, or national origin, or disabled veteran, recently separated veteran, other protected veteran and armed forces service medal veteran status, disabilities under provisions of executive order 11246, and other employment, statutes and regulations, as stated in Title 41 Part 60 of the Code of Federal Regulations § 60-1.4 (a-f), § 60-300.5 (a-e), § 60-741 (a-e).

15. HAZARDOUS MATERIALS

OWNER represents to ENGINEER that, to the best of its knowledge, no hazardous materials are present at the project site. However, in the event hazardous materials are known to be present, OWNER represents that to the best of its knowledge it has disclosed to ENGINEER the existence of all such hazardous materials, including but not limited to asbestos, PCB's, petroleum, hazardous waste, or radioactive material located at or near the project site, including type, quantity and location of such hazardous materials. It is acknowledged by both parties that ENGINEER's scope of services do not include services related in any way to hazardous materials. In the event ENGINEER or any other party encounters undisclosed hazardous materials, ENGINEER shall have the obligation to notify OWNER and, to the extent required by law or regulation, the appropriate governmental officials, and ENGINEER may, at its option and without liability for delay, consequential or any other damages to OWNER, suspend performance of services on that portion of the project affected by hazardous materials until OWNER: (i) retains

appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the hazardous materials; and (ii) warrants that the project site is in full compliance with all applicable laws and regulations. OWNER acknowledges that ENGINEER is performing professional services for OWNER and that ENGINEER is not and shall not be required to become an "arranger," "operator," "generator," or "transporter" of hazardous materials, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA), which are or may be encountered at or near the project site in connection with ENGINEER's services under this Agreement. If ENGINEER's services hereunder cannot be performed because of the existence of hazardous materials, ENGINEER shall be entitled to terminate this Agreement for cause on 30 days written notice.

To the fullest extent permitted by law, OWNER shall indemnify and hold harmless ENGINEER, its officers, directors, partners, employees, and subconsultants from and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused by, arising out of or resulting from hazardous materials, provided that (i) any such cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or injury to or destruction of tangible property (other than completed Work), including the loss of use resulting therefrom, and (ii) nothing in this paragraph shall obligate OWNER to indemnify any individual or entity from and against the consequences of that individual's or entity's sole negligence or willful misconduct.

16. EXECUTION

This Agreement, including the exhibits and schedules made part hereof, constitute the entire Agreement between ENGINEER and OWNER, supersedes and controls over all prior written or oral understandings. This Agreement may be amended, supplemented or modified only by a written instrument duly executed by the parties.

17. ALLOCATION OF RISK

OWNER AND ENGINEER HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING ENGINEER'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE RISKS, SO, TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF ENGINEER (AND ITS RELATED CORPORATIONS, SUBCONSULTANTS AND EMPLOYEES) TO OWNER AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE GREATER OF \$100,000 OR ITS FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF ENGINEER'S SERVICES OR THIS AGREEMENT REGARDLESS OF CAUSE(S) OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY. THIS LIMITATION SHALL NOT APPLY TO THE EXTENT THE DAMAGE IS PAID UNDER ENGINEER'S COMMERCIAL GENERAL LIABILITY INSURANCE POLICY.

18. LITIGATION SUPPORT

In the event ENGINEER is required to respond to a subpoena, government inquiry or other legal process related to the services in connection with a legal or dispute resolution proceeding to which ENGINEER is not a party, OWNER shall reimburse ENGINEER for reasonable costs in responding and compensate ENGINEER at its then standard rates for reasonable time incurred in gathering information and documents and attending depositions, hearings, and trial.

19. UTILITY LOCATION

If underground sampling/testing is to be performed, a local utility locating service shall be contacted to make arrangements for all utilities to determine the location of underground utilities. In addition, OWNER shall notify ENGINEER of the presence and location of any underground utilities located on the OWNER's property which are not the responsibility of private/public utilities. ENGINEER shall take reasonable precautions to avoid damaging underground utilities that are properly marked. The OWNER agrees to waive any claim against ENGINEER and will indemnify and hold ENGINEER harmless from any claim of liability, injury or loss caused by or allegedly caused by ENGINEER's damaging of underground utilities that are not properly marked or are not called to ENGINEER's attention prior to beginning the underground sampling/testing.



**Office of the City Administrator
CITY OF HOQUIAM**

609 – 8th Street, Hoquiam, WA 98550
(360) 538-3983 – FAX (360) 538-0938
Email: bshay@cityofhoquiam.com

Report From Officer

DATE: March 10, 2016
TO: Mayor Jasmine Dickhoff and Council Members
FROM: Brian Shay, City Administrator
SUBJECT: Timber Sale 2016-2

The City made a formal call for bids regarding Timber Sale 2016-2. City Forester Loren Hiner estimated the total value of this 115 acre sale at or above \$2.8 million based upon a total volume of 9500 MBF. The sale includes approximately 5,900 MBF of Western Hemlock, 3400 MBF Douglas Fir, 100 MBF of Western Red Cedar and 100 MBF of Sitka Spruce.

There were three lump sum bids received as follows:

Hampton Timber	\$1,768,474.58
Sierra Pacific Industries	\$3,021,584.00
WT Timber	\$3,239,026.60

Recommendation:

Staff recommends that the Council award the sale to WT Timber from Montesano, Washington for \$3,239,026.60.



**Office of the City Administrator
CITY OF HOQUIAM**

609 – 8th Street, Hoquiam, WA 98550
(360) 532-5700 – FAX (360) 538-0938
Email: bshay@cityofhoquiam.com

Report From Officer

DATE: March 10, 2016
TO: Mayor Jasmine Dickhoff and Council Members
FROM: Brian Shay, City Administrator
SUBJECT: Pre-Commercial Thinning Bids

The City of Hoquiam made a call for bids to pre-commercially thin 392 acres of our watershed to maximize future timber sale revenue.

Bids opened on March 10, 2016 were as follows:

Mt. St. Helens Reforestation	\$99,269.00
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Recommendation:

Staff recommends that the Council accept the bid by Mt. St. Helens Reforestation.



**Office of the City Administrator
CITY OF HOQUIAM**

609 – 8th Street, Hoquiam, WA 98550
(360) 532- 5700 – FAX (360) 538-0938
Email: bshay@cityofhoquiam.com

Report From Officer

DATE: March 9, 2016
TO: Mayor Jasmine Dickhoff and Council Members
FROM: Brian Shay, City Administrator
SUBJECT: 9th Street Boat Launch and Moorage Float Project

Quigg Brother's Construction has completed all in water construction with the 9th Street Boat Launch and Moorage Float Project. As soon as the weather allows, they will pave the pathway and parking area along Levee Street reaching 100% completion.

The original contract price totaled \$542,532.50. Through the course of construction a few minor change orders and increased materials were needed that increased the estimated unit quantities driving up the construction cost by approximately \$24,000. Additionally, portions of the project that were thought to be exempt from Washington State Sales Tax were deemed taxable by the Department of Revenue which increased the project by another \$20,500 bringing the total estimated construction costs to \$588,922.49.

Fortunately, staff was able to receive a commitment from the Washington State Recreation and Conservation Office this month for an additional \$78,188 in grant funds to pay for the increased construction and other project expenses, including the additional moorage the Council chose to award at the bid opening. An amendment to the grant will be sent to the City for the Mayor's signature allocating the additional funding.

With the completion of this project, the City should set clear policies regarding the use of the boat launch and moorage facilities. Because our project received Recreational Boating Funds from the Recreation and Conservation Office, moorage must be limited to 14 days or less during the High Recreational Use Season which is from "at least the third Friday in April through September 30th." During the Low Recreation Use Season, we can allow and charge for long term moorage. We are also authorized to charge a daily/yearly fee for use of the boat launch which could help support the maintenance of the facility. Other local boat launches including those owned by the Port of Grays Harbor at Westport and Satsop, and the Port of Willapa charge for the use of the boat launch.

Currently we have regulations related to the 8th Street Landing docks which have been removed. By the HMC, the Public Utilities Committee shall hear matters that relate to, "matters involving property and building, municipal projects, streets, wharves, bridges, water, public lighting, and environmental quality;"

Recommendation:

Staff recommends that the Council refer the issue of boat launch and moorage usage rules for 8th Street and 9th Street to the Public Utilities Committee and that the Mayor be authorized to sign the amendment with RCO for the additional grant funding.

RESOLUTION NO. 2016 – ____

A **RESOLUTION** declaring certain personal property owned by the City to be surplus items pursuant to Hoquiam Municipal Code Sections 1.64.005, 1.64.010 and 1.64.020.

WHEREAS, the Hoquiam Police Department has in its possession a firearm which has been seized and forfeited to the department or has been found and abandoned pursuant to state law, which the department has determined is not material to nor needed in the operations of the department or the City of Hoquiam; and

WHEREAS, the Hoquiam Police Department has several items of personal property which are no longer material to nor needed in the operations of the department or the City of Hoquiam; and

WHEREAS, the Hoquiam Fire Department has several items of personal property which are no longer material to nor needed in the operations of the department or the City of Hoquiam,

NOW THEREFORE,

BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF HOQUIAM, WASHINGTON, IN REGULAR MEETING DULY ASSEMBLED, AS FOLLOWS:

SECTION 1. The firearm in possession of the Hoquiam Police Department, listed as follows, is hereby declared to be surplus items which is not material to nor needed in the operation of the City of Hoquiam:

Glock 19, 9 mm pistol

Serial Number GXM570

SECTION 2. The Hoquiam Police Department shall be authorized to trade the firearm listed above to a licensed firearms dealer for other firearms, equipment, ammunition, or other supplies as deemed fit by the Police Chief.

SECTION 3. The following personal property is hereby declared to be surplus and not material to nor needed in the operations of the Hoquiam Police Department or the City of Hoquiam:

1. Two Ford Crown Victoria center consoles;
2. Two Ford Explorer center consoles;
3. One PB300 push bar;
4. One Ford Crown Victoria trunk plastic tray;
5. One Ford Crown Victoria rear plastic seat;
6. Two Ford Crown Victoria metal partions; and
7. Two Ford Explorer metal partions.

SECTION 4. The following personal property is hereby declared to be surplus and not material to nor needed in the operations of the Hoquiam Fire Department or the City of Hoquiam:

1. Honda generator, City Inventory Number 0143, Model Number GX340, Serial Number GCO5-1025307;
2. Porta Power (hand hydraulic pump with hydrahaulic cutter);
3. Porter/Ferguson, Model Number RS4000, Serial Number P630 (connected to Rescue Line Model Number RL6833, Serial Number RL238);
4. TORO GTS 6 hp lawn mower, City Inventory Number 0146;
5. Stihl circular saw, City Inventory Number 0165, Model Number LS, Serial Number 7120951;
6. Nitrogen bottle, ICC-3A2015 7CAA10;
7. Cannon printer/copier, Model Number B7H3A, City Inventory Number 0453;
8. View Sonic Monitor, Model Number 17GS, City Inventory Number 0020;
9. Two Brother HL-1440 printers, City Inventory Number 0002, and Number 0021;
10. HP laserjet printer, City Inventory Number 0662;
11. Two Okidata Microline printers, Model Number 321;
12. HP laserjet 1200 printer, City Inventory Number 0433;
13. HP 1040 fax machine (does not work), Serial Number CN5ASAJ2G5;
14. OKI Microline 320 9 Pin printer;
15. Miscellaneous tire chains;
16. Wheel chocks.

SECTION 5.. The Finance Director is hereby authorized and instructed to sell the above-described items listed in Sections 3 and 4, at public auction or by public sale on a date or dates to be set by the Finance Director. A report of said sale be submitted to the Mayor and the City Council.

ADOPTED by the Mayor and City Council on _____, 2016.

JASMINE DICKHOFF – Mayor

ATTEST:

MIKE FOLKERS – Finance Director

RESOLUTION NO. 2016 –

A RESOLUTION of the City Council of the City of Hoquiam, Washington, relating to an amendment of Title 10, pursuant to Section 10.07.140 of the Hoquiam Municipal Code, concerning the development and adoption of land use regulations and development standards for temporary homeless encampments hosted by a religious organization.

WHEREAS, RCW 36.01.290 provides that a religious organization may host temporary encampments for the homeless on property owned or controlled by the religious organization whether within buildings located on the property or elsewhere on the property outside of buildings; and

WHEREAS, RCW 36.01.290 further provides that a local government may impose conditions concerning temporary homeless encampments that are necessary to protect public health and safety and that do not substantially burden the decisions or actions of a religious organization regarding the location of housing or shelter for homeless persons on property owned by the religious organization; and

WHEREAS, Title 10 of the Hoquiam Municipal Code currently contains no land use regulations or development standards concerning temporary homeless encampments hosted by a religious organization; and

WHEREAS, Section 10.07.140 provides that an amendment to the Zoning Code – Title 10 of the Hoquiam Municipal Code – may be initiated by resolution of the City Council requesting the planning commission to set the matter for hearing, **NOW THEREFORE**,

BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF HOQUIAM, WASHINGTON, IN REGULAR MEETING DULY ASSEMBLED, AS FOLLOWS:

SECTION 1. The City Council of the City of Hoquiam requests the planning commission to hold an open public hearing, pursuant to Section 10.07.140(3), to consider the amendment of Title 10 of the Hoquiam Municipal Code, to develop and adopt land use regulations and development standards concerning temporary homeless encampments hosted by a religious organization, as set forth in the draft ordinance attached hereto.

ADOPTED by the Mayor and City Council on March 14, 2016.

JASMINE DICKHOFF – Mayor

ATTEST:

MIKE FOLKERS – Finance Director

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ORDINANCE NO. 2016-- _____

AN ORDINANCE relating to land use regulations and development standards, concerning temporary homeless encampments hosted by a religious organization; adding a new Section 10.05.062 to Chapter 10.05 of the Hoquiam Municipal Code.

THE CITY COUNCIL OF THE CITY OF HOQUIAM, WASHINGTON DO ORDAIN AS FOLLOWS:

NEW SECTION. SECTION 1. A new Section 10.05.062 is added to Chapter 10.05 of the Hoquiam Municipal Code is amended to read as follows:

10.05.062 Homeless Encampments.

(1) Definitions.

(a) “Host agency” means the religious organization which owns the property that is the subject of an application for a temporary Homeless Encampment Permit for providing basic services and support to temporary emergency homeless encampment residents, such as hot meals and coordination of other needed donations and service.

(b) “Homeless Encampment” means a temporary emergency homeless encampment, hosted by a religious organization which provides temporary housing to homeless persons.

(2) Who May Apply.

(a) Temporary Homeless Encampments shall be permitted only as an accommodation of religious exercise by a Host Agency, as provided by RCW 36.01.290. Each Host Agency shall apply for a permit under this Section and shall certify compliance with all applicable requirements for approval and conditions of this Section and application for a permit.

(3) Applicable Procedures.

(a) A Temporary Encampment Permit is an administrative decision. In addition to the requirements for administrative decisions found elsewhere in the Hoquiam Municipal Code, the following procedures shall apply:

(i) Advance Notice Required. The Host Agency shall notify the City of the proposed homeless encampment a minimum of thirty (30) days in advance of the proposed date of establishment of the homeless encampment. The advance notification shall be in the form of an application for a temporary Homeless Encampment permit and shall contain the following information:

(a) The date the homeless encampment will commence;

(b) The length of the encampment, which shall be no longer than ninety (90) days;

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- (c) The maximum number of residents proposed;
- (d) The host location, which must be owned by the Host Agency;
- (e) The name of the Host Agency; and
- (f) Other information required by the City Building Official and other City Officials.

(ii) Informational Meeting Required: The Host Agency shall conduct at least one (1) informational meeting within, or as close to as possible, the location where the proposed homeless encampment will be located, a minimum of two (2) weeks prior to the issuance of the temporary Homeless Encampment permit. The time and location of the meeting shall be agreed upon between the City and the Host Agency. All property owners within three-hundred (300) feet of the location of the proposed homeless encampment shall be notified by mail or personal service ten (10) days in advance of the meeting by the Host Agency. In lieu of service by mail or personal service, an alternative means of notice may be provided that is reasonably calculated to notify the neighboring property owners within three-hundred (300) feet of the proposed homeless encampment.

(iii) Signs Required. The applicant shall also provide notice of the app location with the same timeframe identified above by posting two (2) signs on the site or in a location immediately adjacent to the site that provides visibility of the signs to motorists using adjacent streets. The City Administrator or his/her designee shall establish standards for size, color, layout, design, placement and timing of installation and removal of the signs.

(4) Homeless Encampment – Criteria/Requirements for Approval of Permit.

The City Administrator or his/her designee may issue a temporary revocable Homeless Encampment permit subject to the following criteria and requirements.

(a) Site Criteria

(i) The property must be sufficient in size to accommodate the tents and necessary site facilities, including, but not limited to the following:

- (a) Sanitary portable toilets in the number required to meet capacity guidelines;
- (b) Hand washing stations located by the toilets and by the food areas;
- (c) Refuse receptacles; and
- (d) Food tent and security tent.

(ii) The Host Agency shall provide an adequate water source to the homeless encampment, as approved by the City.

(iii) No homeless encampment shall be located with a Critical area as defined under Chapter 11.06 of the Hoquiam Municipal Code.

(iv) No permanent structures will be constructed for the homeless encampment.

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(v) No more than forty (40) residents shall be allowed at any one homeless encampment. The City may further limit the number of residents as site conditions dictate.

(vi) Adequate on-site parking shall be provided for the homeless encampment. No off-site parking will be allowed. The number of vehicles used by the homeless encampment residents shall be provided in the permit application. If the homeless encampment is located on a site that has another preexisting use, it shall be shown that the homeless encampment parking will not create a shortage of on-site parking for the other use(s) on the property.

(vii) The homeless encampment shall be adequately buffered and screened from adjacent rights-of-way and residential properties. Screening shall be a minimum of six (6) feet and may include, but is not limited to, fencing, or the placement of the homeless encampment behind buildings. The type of screening shall be approved by the City.

(viii) All sanitary portable toilets shall be screened from adjacent rights-of-way and properties. The type of screening shall be approved by the City, and may include, but is not limited to, a combination of fencing and/or landscaping.

(b) Security.

(i) An operations and security plan for the homeless encampment shall be submitted to the City at the time of application.

(ii) The Host Agency shall provide to all residents of the homeless encampment a written Code of Conduct for living at the homeless encampment. A copy of the Code of Conduct shall be submitted to the City at the time of application and shall be in substantially the following form or address the following issues:

(a) Possession or use of illegal drugs is not permitted.

(b) No alcohol is permitted.

(c) No weapons are permitted.

(d) All knives with a blade over three and one-half (3 ½) inches must be turned into the Host Agency's on-site Encampment Manager for safekeeping.

(e) No violence is permitted.

(f) No open flames are permitted without pre-approval from the City Administrator or his/her designee.

(g) No trespassing onto private property in the surrounding neighborhood is permitted.

(h) No loitering in the surrounding neighborhood is permitted.

(i) No littering on the temporary encampment site or in the surrounding neighborhood is permitted.

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(j) The Host Agency may impose and enforce additional Code of Conduct conditions not otherwise inconsistent with this Section.

(iii) All homeless encampment residents must sign an agreement to abide by the Code of Conduct and failure to do so shall result in the noncompliant resident's immediate expulsion from the property.

(v) The Host Agency shall keep a log of all people who stay overnight in the homeless encampment, including names and birthdates, and dates of stay. Logs shall be kept by the Host Agency a minimum of six (6) months from the date of commencement of the homeless encampment.

(vi) The Host Agency shall take all reasonable and legal steps to obtain verifiable ID, such as a driver's license, government-issued identification card, military identification, or passport from prospective and existing homeless encampment residents.

(vii) The Host Agency will use identification to obtain sex offender and warrant checks from the Washington State Patrol, the Grays Harbor County Sheriff's Officer, or the Hoquiam Police Department.

(a) If said warrant and sex offender checks reveal either (1) an existing or outstanding warrant from any jurisdiction in the United States for the arrest of the individual who is the subject of the check, or (2) the subject of the check is a sex offender, required to register with the County Sheriff of their county of residence pursuant to RCW 9A.44.130, then the Host Agency shall reject the subject of the check for residency to the homeless encampment or eject the subject of the check if that person is already a homeless encampment resident.

(b) The Host Agency shall immediately contact the Police Department if the reason for rejection or ejection of an individual from the homeless encampment is an active warrant. In other cases of rejection or ejection, the designated representative of the Host Agency shall immediately provide the facts leading to such action to the Police Department.

(viii) The Host Agency shall self-manage its residents and prohibit alcohol, illegal drugs, weapons, fighting, and abuse of any kind, littering, or disturbing the neighbors while located on the property of the Host Agency.

(ix) The Host Agency will appoint a designated representative to serve "on-duty" as an Encampment Manager at all times to serve as a point of contact for the Police Department and will orient the Police Department as to how the security tent operates. The name of the on-duty designated representative will be posted daily in the security tent. The City shall provide contact numbers of non-emergency personnel which shall be posted at the security tent.

(c) Duration and Number of Encampments.

(i) The duration of a temporary homeless encampment shall not exceed ninety (90) days.

(ii) No additional temporary homeless encampments may be allowed on the same parcel of property or location in any twelve-month period beginning on the date the homeless encampment locates on a parcel of property or location.

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(iii) No more than one (1) temporary homeless encampment may be located in the City at any time.

(d) Health and Safety.

(i) There shall be no open fires for cooking without pre-approval by the Hoquiam Fire Department and no open fires for heating or other purposes.

(ii) No heating appliances within the individual tents are allowed without pre-approval by the Hoquiam Fire Department.

(iii) No cooking appliances other than microwave appliances are allowed in individual tents.

(iv) An adequate number, with appropriate rating, of fire extinguishers shall be provided as approved by the Hoquiam Fire Department.

(v) Adequate access for fire and emergency medical apparatus shall be provided. This shall be determined by the Hoquiam Fire Department.

(vi) Adequate separation between tents and other structures shall be maintained as determined by the Hoquiam Fire Department.

(vii) Electrical service shall be in accordance with recognized and accepted practice. Electrical cords are not to be strung together and any cords used must be approved for exterior use.

(5) Administrative Decision.

(a) Purpose. The City Administrator or his/her designee shall review the application for a temporary Homeless Encampment permit to ensure compliance with the provisions of this Section and all other applicable law, to ensure that the health, safety and welfare of the residents of the City is preserved, and to provide an expedient and reasonable land use review process for decisions under and interpretations of this Section.

(b) City Administrator's Authority. The City Administrator or his/her designee has authority to modify the requirements of the application as deemed appropriate.

(c) Notice of Decision. The City Administrator or his/her designee shall notify the Host Agency of his/her decision to approve, modify, or deny the application for a temporary Homeless Encampment permit in a timely manner, but not exceed fourteen (14) days after the neighborhood informational meeting. This decision is a final decision of the City. Appeals of decisions to approve or deny a temporary Homeless Encampment permit shall be to the Grays Harbor County Superior Court.

(6) Termination or Revocation of Temporary Homeless Encampment Permit.

(a) If the Host Agency fails to take action against a resident who violates the terms and conditions of a temporary Homeless Encampment permit, it may result in the immediate termination of the permit. If the City learns of uncontrolled violence or acts of violence by residents of the encampment

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and the Host Agency has not addressed the situation, in the opinion of the City Administrator or his/her designee, the temporary Homeless Encampment permit may be immediately terminated.

(b) Upon determination that there has been a violation of any approval criteria or requirement of application for a temporary Homeless Encampment permit, the City Administrator or his/her designee may give written notice to the Host Agency describing the alleged violation(s). Within fourteen (14) days of the mailing of the notice of violation, the City Administrator or his/her designee shall sustain or revoke the permit. When a temporary Homeless Encampment permit is revoked, the City Administrator or his/her designee shall notify the permit holder by certified mail of the revocation and the findings upon which the revocation is based. Appeals of decisions to revoke a temporary Homeless Encampment permit shall be to the Grays Harbor County Superior Court.

(7) Permit Fee.

(a) The application fee for a temporary Homeless Encampment permit, if any, shall be set by the City Council by resolution.

ADOPTED by the Mayor and City Council on _____, 2016.

JASMINE DICKHOFF – MAYOR

ATTEST:

MIKE FOLKERS – FINANCE DIRECTOR

PUBLISHED:

RESOLUTION NO. 2016 – _____

A **RESOLUTION** repealing Resolution No. 2013-03, which established and adopted a policy requiring that public works contracts provide that all public works contractors must utilize the Federal E-Verify program to verify that each employee of the contractor and any sub-contractor are legally authorized to be employed in the United States.

BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF HOQUIAM, WASHINGTON, IN REGULAR MEETING DULY ASSEMBLED, AS FOLLOWS:

SECTION 1. Resolution No. 2013-03, adopted by the City Council on January 28, 2013, is hereby repealed.

ADOPTED by the Mayor and City Council on March 14, 2016.

JASMINE DICKHOFF – Mayor

ATTEST:

MIKE FOLKERS – Finance Director

INTERLOCAL AGREEMENT

This Interlocal Agreement for cooperation and coordination of emergency medical and related services is made and entered into this _____ day of December, 2015, by and between Public Hospital District No. 2, Grays Harbor County, Washington (the “PHD”), and the City of Hoquiam, Washington (the “City”).

WHEREAS, the PHD operates Grays Harbor Community Hospital, an acute care hospital in Aberdeen, Washington, which provides, among many other services, emergency medical services to the residents of the PHD and other persons served by the PHD; and

WHEREAS, the City provides, among many other public services, fire protection as well as emergency medical services within its jurisdictional boundaries, some or all of which overlap with the jurisdictional boundaries of the PHD; and

WHEREAS, because of the overlapping of the parties’ respective jurisdictional boundaries, there exists the possibility of duplication of efforts, miscommunication and other impediments to the efficient provision of emergency medical services to the parties’ respective residents; and

WHEREAS, also due to the overlapping nature of the parties’ respective jurisdictional boundaries, and because both parties receive some portion of their revenue from regular property tax levies collected against the real and personal property values of residents and businesses located within the boundaries of the districts, there exists the possibility that the PHD’s tax levy, a portion of which is senior to a portion of the City’s tax levy, could potentially have an adverse impact in the future on the City tax levy, notwithstanding the fact that the City’s public service responsibilities would not be reduced proportionately to any potential reduction in tax revenues; and

WHEREAS, in accordance with Chapter 39.34 RCW, RCW 70.44.060 and RCW 70.44.240, the PHD and the City desire to find areas of cooperation to work together and provide comprehensive emergency medical services to their residents and others, and to share education, training and information relating to disaster preparedness, terrorism threats or other potential emergency medical issues that could affect their districts; and

WHEREAS, in accordance with RCW 70.44.060, the PHD has the power to raise revenue by the levy of an annual regular tax on all taxable property within the public hospital district to a maximum amount of seventy-five cents (\$.75) per thousand dollars of assessed value; and

WHEREAS, under analogous statutory provisions, the City has the power to raise revenue by a similar levy, to a maximum amount of three dollar sixty cents (\$3.60) per thousand dollars of assessed value; and

WHEREAS, applicable statutory provisions impose an aggregate limitation on regular levies by all “senior” and “junior” taxing districts, which includes the parties hereto and others, of a maximum of five dollars ninety cents (\$5.90) per one thousand dollars of assessed value; and

WHEREAS, applicable statutory provisions further provide that, if the aggregate levies certified by all taxing districts for a particular parcel exceed the \$5.90 limitation, senior and junior taxing district levies are reduced or eliminated according to a specific order of priority; and

WHEREAS, consistent with the parties’ cooperative effort to provide emergency medical services in a coordinated manner and work together on emergency medical issues, the parties desire to explore and, if and when appropriate, implement mechanisms legally available to minimize the potential for an adverse impact to both the PHD and the City resulting from the overlapping taxing authority and the prorationing of taxes;

NOW, THEREFORE, in consideration for the mutual promises and obligations set forth herein, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereby agree as follows:

Section 1. Purpose of the Agreement. As set forth in the Recitals stated above, the purpose of this Agreement is to ensure that the PHD and the City work together and coordinate the provision of emergency medical services to their respective residents to avoid unnecessary duplication of such services. By entering into this Agreement, the parties also desire to ensure that, in the event that an increase in the regular property tax levy of either the PHD or the City adversely affects the regular property tax levy of the other party, all means of avoiding any adverse impact on the PHD and the City will be explored and, if appropriate, implemented in a manner consistent with the best interests of the parties and their district residents, subject to the limitations and restrictions set forth herein.

Section 2. Compensation for the City’s Services to the PHD. During calendar year 2016, the PHD agrees to provide funding for the emergency medical services to be provided by the City pursuant to Section 3 in the amount of \$ 68,000 . The payments required by this provision shall be made in two equal installments due on or before June 1, 2016, and December 1, 2016.

Section 3. Services to be Provided by the City. In consideration for the payments specified in Section 2, the City shall provide emergency medical care or emergency medical services, commensurate with the level of funding provided by the PHD, to the residents of the PHD. The compensation paid pursuant to this Agreement may be used by the City to cover any costs of providing such services including but not limited to communications, related personnel costs, health and wellness programs, training for personnel and citizens, disaster preparedness, patient transport, related equipment, supplies, vehicles and structures needed for the provision of emergency medical care or emergency medical services. For purposes of documenting the services provided by the City pursuant to this Agreement, the City shall provide the PHD with a copy of its annual budget on or before the first day of each calendar year, with a summary of the services to be funded for that year with the compensation paid by the PHD pursuant to this Agreement during that year.

Section 4. Term; Termination. This Agreement shall become effective as of January 1, 2016, and, unless terminated earlier pursuant to the provisions provided below, shall expire on December 31, 2016. This Agreement may be terminated by the City upon 30 days prior written notice if the City determines, at its sole discretion, that it is unable or unwilling to continue to provide the services required by Section 3. In addition, each party shall have the right to terminate this Agreement by giving written notice of such action to the other party if the other party: (i) materially breaches any of the provisions of this Agreement; or (ii) fails or is unable to discharge any of the obligations hereunder; provided, however, that a party shall have thirty (30) days to cure any such breach or failure after receipt of written notice to the other party stating the alleged breach or failure, and if the other party has not cured the breach or failure the Agreement shall terminate at the end of the 30-day period to cure. Nothing contained herein shall prevent the parties from terminating this Agreement by mutual consent expressed in writing.

Section 5. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Washington.

Section 6. Modification for Legal Events; Severability. In the event any federal or state law or regulation is interpreted in its current state by judicial decision or regulatory action, or is modified by future legislative action in such a manner that deems this Agreement or any part hereof illegal, invalid or unenforceable, the parties shall, in good faith, modify this Agreement as necessary to comply with such law or regulation. To the extent possible, any portion which is deemed invalid or illegal shall not affect, impair or invalidate any other provision, provided that the underlying purpose of this Agreement remains legally and practically viable. If the parties are unable to modify this Agreement in such a manner that preserves the underlying intent, or the tax structure is changed in a manner that impacts the

financial terms herein, the parties shall unwind the financial terms and terminate this Agreement within a reasonable time, but in no event more than ninety (90) days thereafter.

Section 7. Entire Agreement. This Agreement represents the entire agreement between the parties regarding the subject matter hereof and supersedes any prior oral or written discussions, agreements, or negotiations. This Agreement may only be amended by written agreement signed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

Public Hospital District No. 2,
Grays Harbor County, Washington

City of Hoquiam,
Washington

By: _____

By: _____

Its: _____

Its: _____

Date: _____

Date: _____

AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of February , 2016, by and between the **CITY OF HOQUIAM** (City) and **DIANN SHUMATE**, dba **DIANN'S DETAILS** (SERVICE PROVIDER).

RECITALS

The City of Hoquiam is in need of janitorial services for three of its buildings, to wit: Hoquiam City Hall (609 8th Street), the Hoquiam Police Station (215 10th Street) , and the Hoquiam Library (420 7th Street).

DIANN SCHUMATE, dba DIANN'S DETAILS has been providing janitorial services for the City Hall, Police Station and Library buildings for the City of Hoquiam as an independent contractor, and is well qualified to continue providing such services pursuant to a personal services contract. The CITY would like SERVICE PROVIDER to continue to provide janitorial services for the Police Station, as well.

The City of Hoquiam desires to enter into a personal services contract with SERVICE PROVIDER.

THEREFORE, CITY and SERVICE PROVIDER agree as follows:

1. **SERVICES PROVIDED.** SERVICE PROVIDER will furnish labor and janitorial services consistent with services previously provided to the City Hall, Police Station, and Library buildings.. CITY shall pay SERVICE PROVIDER the total amount of \$1,338.00 per month for said labor and services, apportioned as follows: City Hall, \$170 per month; Police Station, \$550 per month; Library, \$618 per month. In the event that the CITY requests SERVICE PROVIDER to provide janitorial services to the Hoquiam City Hall in addition to those provided one day per week, SERVICE PROVIDER shall be paid at an hourly rate of \$13.00 per hour. It is understood that SERVICE PROVIDER is an independent contractor, and not an employee of the City of Hoquiam.

2. **SUPPLIES PROVIDED.** CITY will provide all necessary paper products, garbage liners and soap required to perform said janitorial services. SERVICE PROVIDER will order said supplies and provide the City Finance Department with a list of all items ordered.

3. **TERM.** The term of this agreement shall be effective February 15, 2016, and shall continue until terminated according to the provisions herein.

4. **TERMINATION**

A. **Termination for Convenience.** The CITY may terminate this Agreement, in whole or in part, at any time, by at least thirty (30) days written notice to the SERVICE PROVIDER. The SERVICE PROVIDER shall be paid its costs, including contract close-out

costs, and fees for work preformed, up to the time of termination. The SERVICE PROVIDER shall promptly submit a termination claim to the CITY. If the SERVICE PROVIDER has any property in its possession belonging t the CITY, the SERVICE PROVIDER will account for the same, and dispose of it in the manner directed by the CITY.

B. Termination for Cause. If the SERVICE PROVIDER fails to perform in the manner called for in this Agreement, or if the SERVICE PROVIDER fails to comply with any other provisions of the Agreement and fails to correct such noncompliance within five (5) days written notice thereof, the CITY may terminate this Agreement for cause. Termination shall be effected by serving a notice of termination on the SERVICE PROVIDER setting forth the manner in which the SERVICE PROVIDER is in default. The SERVICE PROVIDER will only be paid for services performed in accordance with the manner of performance set forth in this Agreement.

5. NOTICE. Notice provided for in this Agreement shall be sent by certified mail to the addresses designated for the parties on the last page of this Agreement.

CITY OF HOQUIAM

DIANN'S DETAILS

By _____
Jasmine Dickhoff – Mayor

By _____
Diann Schumate, Owner
P.O. Box 934
Cosmopolis, WA 98537

ATTEST:

By _____
Mike Folkers, Finance Director