



# **CITY COUNCIL MEETING AGENDA**

**Council Chambers - City Hall. 100 3<sup>rd</sup> Ave. SE**

## **Workshop Meeting April 1, 2024 Immediately following Committee of the Whole**

- 1. CALL TO ORDER**
- 2. ROLL CALL OF COUNCIL MEMBERS**
- 3. ADDITIONS TO/APPROVAL OF AGENDA**
- 4. DISCUSSION ITEMS**
  - (2) A. AB24-019 – Resolution 2024-932 Accepting Comp Plan Grant**
  - (19) B. AB24-020 – Resolution 2024-933 Authorizing On-Call Critical Areas Assessment and Related Services**
  - (27) C. AB24-021 – Resolution 2024-934 Authorizing Change Order #1 with Fence Specialists for Security Gates**
  - (31) D. AB24-022 – Resolution 2024-935 Amending BHC On-Call Planner Contract**
  - E. PRESENTATION – Traffic Cameras**
- 5. GOOD OF THE ORDER**
- 6. ADJOURN**

Meeting materials are available on the City’s website at: [www.pacificwa.gov](http://www.pacificwa.gov) or by contacting the City Clerk’s office at (253) 929-1105. For ADA accommodations, please contact City Hall at (253) 929-1105 prior to the meeting.

Thank you.

# CITY COUNCIL AGENDA BILL

City of Pacific  
100 3<sup>rd</sup> Ave. S.E.  
Pacific, WA 98047

ITEM INFORMATION		
<b>SUBJECT:</b>	<b>Agenda Date: April 1, 2024 AB24-019</b>	
Resolution 2024-932 authorizing the Mayor to execute a grant agreement with the Department of Commerce in the amount of \$62,500 for the Comprehensive Plan Update	Mayor	
	City Attorney	
	City Clerk/Personnel	
	<b>Community Development</b>	<b>XX</b>
	Finance	
	Parks and Recreation	
	Police	
	Public Works	
Cost Impact:		
Fund Source:		
Timeline: Immediate		
<b>Agenda Placement:</b> <input checked="" type="checkbox"/> Mayor <input type="checkbox"/> Council <input type="checkbox"/>		
<b>Attachments: Resolution 2024-932, Agreement w/Dept. of Commerce</b>		
<p><b>SUMMARY STATEMENT:</b> Every ten years, as required by the Growth Management Act (GMA), cities are required to update their Comprehensive Plan. Pacific’s last major update was conducted in 2016. The process of this update is expected to take about two years to complete, with the Council set to adopt the 2024 Plan by the end of 2024. The Department of Commerce is providing two grants each of \$62,500 to assist cities with this effort. The City has already received the first grant and this resolution authorizes the second payment. BHC Consultants is currently handling the Comprehensive Plan update. This Department of Commerce grant will be used to reimburse the City for payments made to BHC.</p>		
COUNCIL COMMITTEE, COW, OR WORKSHOP REVIEW AND RECOMMENDATION:		
RECOMMENDED ACTION: <b>Council direction to place on the April 8<sup>th</sup> Regular Council Meeting for action.</b>		
RECORD OF COUNCIL ACTION		
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
04/1/2024 - WS		

**RESOLUTION NO. 2024-932**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PACIFIC, WASHINGTON, AUTHORIZING THE MAYOR TO EXECUTE A GRANT CONTRACT WITH THE WASHINGTON STATE DEPARTMENT OF COMMERCE FOR \$62,500 FOR THE PERIODIC UPDATE OF THE CITY OF PACIFIC COMPREHENSIVE PLAN**

**WHEREAS**, every ten years, as required by the Growth Management Act, cities are required to update their comprehensive plans; and

**WHEREAS**, the State legislature has allocated funds for cities to update their comprehensive plans and development regulations to align with Vision 2050 and the development of newly required elements; and

**WHEREAS**, the City’s last major Comprehensive Plan Update was conducted in 2016; and

**WHEREAS**, the process of updating the City of Pacific’s Comprehensive Plan is expected to take approximately two years to complete; and

**WHEREAS**, this second grant agreement with the Washington State Department of Commerce represents the second portion of the allocated \$125,000 the City was awarded.

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

**Section 1.** The City of Pacific, Washington, City Council authorizes the Mayor or his designee to sign an Agreement between the City of Pacific and the Washington State Department of Commerce to obtain Year 2 PUG Comprehensive Plan grant funds as described in Exhibit A to this Resolution.

**Section 2.** This Resolution shall take effect and be in full force upon passage and signatures hereon.

**PASSED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE 8<sup>th</sup> DAY OF APRIL 2024.**

**CITY OF PACIFIC**

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JAMES “VIC” KAVE, MAYOR

ATTEST/AUTHENTICATED:

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GEORGE MARTINEZ, CITY CLERK

APPROVED AS TO FORM:

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CHRISTOPHER PIRNKE, CITY ATTORNEY



**Interagency Agreement with**

**City of Pacific**

**through**

**Growth Management Services**

**Contract Number:  
24-63335-222**

**For**

**GMA Periodic Update Grant – FY2024**

**Dated:** Date of Execution



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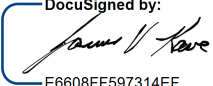
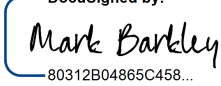
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## Face Sheet

Contract Number: 24-63335-222

**Local Government Division  
Growth Management Services  
GMA Periodic Update Grant (PUG)**

<b>1. Contractor</b> City of Pacific 100 3rd Ave SE Pacific, WA 98047		<b>2. Contractor Doing Business As (as applicable)</b> N/A	
<b>3. Contractor Representative</b> Laurie Cassell City Administrator 253-929-1105 <a href="mailto:LCassell@ci.pacific.wa.us">LCassell@ci.pacific.wa.us</a>		<b>4. COMMERCE Representative</b> Carol Holman Senior Planner 360-725-2706 <a href="mailto:carol.holman@commerce.wa.gov">carol.holman@commerce.wa.gov</a> PO Box 42525 1011 Plum St. SE Olympia, WA 98504	
<b>5. Contract Amount</b> \$62,500	<b>6. Funding Source</b> Federal: <input type="checkbox"/> State: <input checked="" type="checkbox"/> Other: <input type="checkbox"/> N/A: <input type="checkbox"/>	<b>7. Start Date</b> Date of Execution	<b>8. End Date</b> June 30, 2024
<b>9. Federal Funds (as applicable)</b> N/A		<b>Federal Agency:</b> N/A <b>ALN</b> N/A	
<b>10. Tax ID #</b> N/A	<b>11. SWV #</b> 0017017-01	<b>12. UBI #</b> 179-000-203	<b>13. UEI #</b> N/A
<b>14. Contract Purpose</b> Grant funding to assist the City of Pacific with planning work for the completion the Growth Management Act (GMA) requirement to review and revise the comprehensive plan and development regulations under RCW 36.70A.130(5).  COMMERCE, defined as the Department of Commerce, and the Contractor, as defined above, acknowledge and accept the terms of this Contract and Attachments and have executed this Contract on the date below and warrant they are authorized to bind their respective agencies. The rights and obligations of both parties to this Contract are governed by this Contract and the following documents incorporated by reference: Contractor Terms and Conditions including Attachment "A" – Scope of Work, Attachment "B" – Budget.			
<b>FOR CONTRACTOR</b>  DocuSigned by:  E6608FF597314EF...  James "Vic" Kave, Mayor City of Pacific  3/12/2024   2:11 PM PDT  Date		<b>FOR COMMERCE</b>  DocuSigned by:  80312B04865C458...  Mark K. Barkley, Assistant Director Local Government Division  3/15/2024   3:19 PM PDT  Date  <b>APPROVED AS TO FORM ONLY BY ASSISTANT ATTORNEY GENERAL APPROVAL ON FILE</b>	



## Special Terms and Conditions

### 1. AUTHORITY

COMMERCE and Contractor enter into this Contract pursuant to the authority granted by Chapter 39.34 RCW.

### 2. CONTRACT MANAGEMENT

The Representative for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Contract.

The Representative for COMMERCE and their contact information are identified on the Face Sheet of this Contract.

The Representative for the Contractor and their contact information are identified on the Face Sheet of this Contract.

### 3. COMPENSATION

COMMERCE shall pay an amount not to exceed **sixty-two thousand, five hundred dollars (\$62,500)** for the performance of all things necessary for or incidental to the performance of work under this Contract as set forth in the Scope of Work.

### 4. BILLING PROCEDURES AND PAYMENT

COMMERCE will pay Contractor upon acceptance of services provided and receipt of properly completed invoices, which shall be submitted to the Representative for COMMERCE not more often than monthly nor less than quarterly.

The invoices shall describe and document, to COMMERCE's satisfaction, a description of the work performed, the progress of the project, and fees. The invoice shall include the Contract Number 24-63335-222. If expenses are invoiced, provide a detailed breakdown of each type. A receipt must accompany any single expenses in the amount of \$50.00 or more in order to receive reimbursement. Payment shall be considered timely if made by COMMERCE within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the Contractor.

COMMERCE may, in its sole discretion, terminate the Contract or withhold payments claimed by the Contractor for services rendered if the Contractor fails to satisfactorily comply with any term or condition of this Contract.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by COMMERCE.

#### Grant Start Date

COMMERCE will pay the Contractor for costs incurred beginning July 1, 2023, for services and deliverables described under this Agreement.

#### Duplication of Billed Costs

The Contractor shall not bill COMMERCE for services performed under this Agreement, and COMMERCE shall not pay the Contractor, if the Contractor is entitled to payment or has been or will be paid by any other source, including grants, for that service.

#### Disallowed Costs

The Contractor is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.



COMMERCE may, in its sole discretion, withhold ten percent (10%) from each payment until acceptance by COMMERCE of the final report (or completion of the project, etc.).

Line Item Modification of Budget

- A. Notwithstanding any other provision of this contract, the Contractor may, at its discretion, make modifications to line items in the Budget (Attachment B) that will not increase the line item by more than fifteen percent (15%).
- B. The Contractor shall notify COMMERCE in writing (by email or regular mail) when proposing any budget modification or modifications to a line item of the Budget (Attachment B) that would increase the line item by more than fifteen percent (15%). Conversely, COMMERCE may initiate the budget modification approval process if presented with a request for payment under this contract that would cause one or more budget line items to exceed the 15 percent (15%) threshold increase described above.
- C. Any such budget modification or modifications as described above shall require the written approval of COMMERCE (by email or regular mail), and such written approval shall amend the Budget. Each party to this contract will retain and make any and all documents related to such budget modifications a part of their respective contract file.
- D. Nothing in this section shall be construed to permit an increase in the amount of funds available for the Project, as set forth in Section 3 of this contract, nor does this section allow any proposed changes to the Scope of Work, including Tasks/Work Items and Deliverables under Attachment A, without specific written approval from COMMERCE by amendment to this contract.

**5. SUBCONTRACTOR DATA COLLECTION**

Contractor will submit reports, in a form and format to be provided by Commerce and at intervals as agreed by the parties, regarding work under this Contract performed by subcontractors and the portion of Contract funds expended for work performed by subcontractors, including but not necessarily limited to minority-owned, woman-owned, and veteran-owned business subcontractors. "Subcontractors" shall mean subcontractors of any tier.

**6. INSURANCE**

Each party certifies that it is self-insured under the State's or local government self-insurance liability program, and shall be responsible for losses for which it is found liable.

**7. FRAUD AND OTHER LOSS REPORTING**

Contractor shall report in writing all known or suspected fraud or other loss of any funds or other property furnished under this Contract immediately or as soon as practicable to the Commerce Representative identified on the Face Sheet.

**8. ORDER OF PRECEDENCE**

In the event of an inconsistency in this Contract, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable federal and state of Washington statutes and regulations
- Special Terms and Conditions
- General Terms and Conditions
- Attachment A – Scope of Work
- Attachment B – Budget





## **General Terms and Conditions**

### **1. DEFINITIONS**

As used throughout this Contract, the following terms shall have the meaning set forth below:

- A. "Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.
- B. "COMMERCE" shall mean the Washington Department of Commerce.
- C. "Contract" or "Agreement" or "Grant" means the entire written agreement between COMMERCE and the Contractor, including any Attachments, documents, or materials incorporated by reference. E-mail or Facsimile transmission of a signed copy of this contract shall be the same as delivery of an original.
- D. "Contractor" or "Grantee" shall mean the entity identified on the face sheet performing service(s) under this Contract, and shall include all employees and agents of the Contractor.
- E. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers, and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- F. "State" shall mean the state of Washington.
- G. "Subcontractor" shall mean one not in the employment of the Contractor, who is performing all or part of those services under this Contract under a separate contract with the Contractor. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.

### **2. ALL WRITINGS CONTAINED HEREIN**

This Contract contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind any of the parties hereto.

### **3. AMENDMENTS**

This Contract may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

### **4. ASSIGNMENT**

Neither this Contract, work thereunder, nor any claim arising under this Contract, shall be transferred or assigned by the Contractor without prior written consent of COMMERCE.

### **5. CONFIDENTIALITY AND SAFEGUARDING OF INFORMATION**

- A. "Confidential Information" as used in this section includes:
  - i. All material provided to the Contractor by COMMERCE that is designated as "confidential" by COMMERCE;
  - ii. All material produced by the Contractor that is designated as "confidential" by COMMERCE; and



iii. All Personal Information in the possession of the Contractor that may not be disclosed under state or federal law.

- B.** The Contractor shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Contractor shall use Confidential Information solely for the purposes of this Contract and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COMMERCE or as may be required by law. The Contractor shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the Contractor shall provide COMMERCE with its policies and procedures on confidentiality. COMMERCE may require changes to such policies and procedures as they apply to this Contract whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The Contractor shall make the changes within the time period specified by COMMERCE. Upon request, the Contractor shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the Contractor against unauthorized disclosure.
- C.** Unauthorized Use or Disclosure. The Contractor shall notify COMMERCE within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

## **6. COPYRIGHT**

Unless otherwise provided, all Materials produced under this Contract shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by COMMERCE. COMMERCE shall be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, the Contractor hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to COMMERCE effective from the moment of creation of such Materials.

"Materials" means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. "Ownership" includes the right to copyright, patent, register and the ability to transfer these rights.

For Materials that are delivered under the Contract, but that incorporate pre-existing materials not produced under the Contract, the Contractor hereby grants to COMMERCE a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Contractor warrants and represents that the Contractor has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to COMMERCE.

The Contractor shall exert all reasonable effort to advise COMMERCE, at the time of delivery of Materials furnished under this Contract, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Contract. The Contractor shall provide COMMERCE with prompt written notice of each notice or claim of infringement received by the Contractor with respect to any Materials delivered under this Contract. COMMERCE shall have the right to modify or remove any restrictive markings placed upon the Materials by the Contractor.

## **7. DISPUTES**

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, Agreement terms and applicable statutes and rules and make a determination of the dispute. The Dispute Board shall thereafter decide the dispute with the majority prevailing. The determination of the Dispute Board shall be final and binding on the parties hereto. As



an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

**8. GOVERNING LAW AND VENUE**

This Contract shall be construed and interpreted in accordance with the laws of the state of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

**9. INDEMNIFICATION**

Each party shall be solely responsible for the acts of its employees, officers, and agents.

**10. LICENSING, ACCREDITATION AND REGISTRATION**

The Contractor shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary for the performance of this Contract.

**11. RECAPTURE**

In the event that the Contractor fails to perform this Contract in accordance with state laws, federal laws, and/or the provisions of this Contract, COMMERCE reserves the right to recapture funds in an amount to compensate COMMERCE for the noncompliance in addition to any other remedies available at law or in equity.

Repayment by the Contractor of funds under this recapture provision shall occur within the time period specified by COMMERCE. In the alternative, COMMERCE may recapture such funds from payments due under this Contract.

**12. RECORDS MAINTENANCE**

The Contractor shall maintain books, records, documents, data and other evidence relating to this contract and performance of the services described herein, including but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract.

The Contractor shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the contract, shall be subject at all reasonable times to inspection, review or audit by COMMERCE, personnel duly authorized by COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

**13. SAVINGS**

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Contract and prior to normal completion, COMMERCE may suspend or terminate the Contract under the "Termination for Convenience" clause, without the ten calendar day notice requirement. In lieu of termination, the Contract may be amended to reflect the new funding limitations and conditions.

**14. SEVERABILITY**

The provisions of this contract are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the contract.

**15. SUBCONTRACTING**

The Contractor may only subcontract work contemplated under this Contract if it obtains the prior written approval of COMMERCE.



If COMMERCE approves subcontracting, the Contractor shall maintain written procedures related to subcontracting, as well as copies of all subcontracts and records related to subcontracts. For cause, COMMERCE in writing may: (a) require the Contractor to amend its subcontracting procedures as they relate to this Contract; (b) prohibit the Contractor from subcontracting with a particular person or entity; or (c) require the Contractor to rescind or amend a subcontract.

Every subcontract shall bind the Subcontractor to follow all applicable terms of this Contract. The Contractor is responsible to COMMERCE if the Subcontractor fails to comply with any applicable term or condition of this Contract. The Contractor shall appropriately monitor the activities of the Subcontractor to assure fiscal conditions of this Contract. In no event shall the existence of a subcontract operate to release or reduce the liability of the Contractor to COMMERCE for any breach in the performance of the Contractor's duties.

Every subcontract shall include a term that COMMERCE and the State of Washington are not liable for claims or damages arising from a Subcontractor's performance of the subcontract.

**16. SURVIVAL**

The terms, conditions, and warranties contained in this Contract that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Contract shall so survive.

**17. TERMINATION FOR CAUSE**

In the event COMMERCE determines the Contractor has failed to comply with the conditions of this contract in a timely manner, COMMERCE has the right to suspend or terminate this contract. Before suspending or terminating the contract, COMMERCE shall notify the Contractor in writing of the need to take corrective action. If corrective action is not taken within 30 calendar days, the contract may be terminated or suspended.

In the event of termination or suspension, the Contractor shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, e.g., cost of the competitive bidding, mailing, advertising and staff time.

COMMERCE reserves the right to suspend all or part of the contract, withhold further payments, or prohibit the Contractor from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Contractor or a decision by COMMERCE to terminate the contract. A termination shall be deemed a "Termination for Convenience" if it is determined that the Contractor: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence.

The rights and remedies of COMMERCE provided in this contract are not exclusive and are, in addition to any other rights and remedies, provided by law.

**18. TERMINATION FOR CONVENIENCE**

Except as otherwise provided in this Contract, COMMERCE may, by ten (10) business days' written notice, beginning on the second day after the mailing, terminate this Contract, in whole or in part. If this Contract is so terminated, COMMERCE shall be liable only for payment required under the terms of this Contract for services rendered or goods delivered prior to the effective date of termination.

**19. TERMINATION PROCEDURES**

Upon termination of this contract, COMMERCE, in addition to any other rights provided in this contract, may require the Contractor to deliver to COMMERCE any property specifically produced or acquired for the performance of such part of this contract as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

COMMERCE shall pay to the Contractor the agreed upon price, if separately stated, for completed work and services accepted by COMMERCE, and the amount agreed upon by the Contractor and COMMERCE for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by COMMERCE, and



(iv) the protection and preservation of property, unless the termination is for default, in which case the Authorized Representative shall determine the extent of the liability of COMMERCE. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this contract. COMMERCE may withhold from any amounts due the Contractor such sum as the Authorized Representative determines to be necessary to protect COMMERCE against potential loss or liability.

The rights and remedies of COMMERCE provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

After receipt of a notice of termination, and except as otherwise directed by the Authorized Representative, the Contractor shall:

- A. Stop work under the contract on the date, and to the extent specified, in the notice;
- B. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the contract that is not terminated;
- C. Assign to COMMERCE, in the manner, at the times, and to the extent directed by the Authorized Representative, all of the rights, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case COMMERCE has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
- D. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Authorized Representative to the extent the Authorized Representative may require, which approval or ratification shall be final for all the purposes of this clause;
- E. Transfer title to COMMERCE and deliver in the manner, at the times, and to the extent directed by the Authorized Representative any property which, if the contract had been completed, would have been required to be furnished to COMMERCE;
- F. Complete performance of such part of the work as shall not have been terminated by the Authorized Representative; and
- G. Take such action as may be necessary, or as the Authorized Representative may direct, for the protection and preservation of the property related to this contract, which is in the possession of the Contractor and in which COMMERCE has or may acquire an interest.

## **20. TREATMENT OF ASSETS**

Title to all property furnished by COMMERCE shall remain in COMMERCE. Title to all property furnished by the Contractor, for the cost of which the Contractor is entitled to be reimbursed as a direct item of cost under this contract, shall pass to and vest in COMMERCE upon delivery of such property by the Contractor. Title to other property, the cost of which is reimbursable to the Contractor under this contract, shall pass to and vest in COMMERCE upon (i) issuance for use of such property in the performance of this contract, or (ii) commencement of use of such property in the performance of this contract, or (iii) reimbursement of the cost thereof by COMMERCE in whole or in part, whichever first occurs.

- A. Any property of COMMERCE furnished to the Contractor shall, unless otherwise provided herein or approved by COMMERCE, be used only for the performance of this contract.
- B. The Contractor shall be responsible for any loss or damage to property of COMMERCE that results from the negligence of the Contractor or which results from the failure on the part of the Contractor to maintain and administer that property in accordance with sound management practices.
- C. If any COMMERCE property is lost, destroyed or damaged, the Contractor shall immediately notify COMMERCE and shall take all reasonable steps to protect the property from further



damage.

- D. The Contractor shall surrender to COMMERCE all property of COMMERCE prior to settlement upon completion, termination or cancellation of this contract.
- E. All reference to the Contractor under this clause shall also include Contractor's employees, agents or Subcontractors.

21. **WAIVER**

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Contract unless stated to be such in writing and signed by Authorized Representative of COMMERCE.



## Attachment A: Scope of Work

Tasks / Actions /	Deliverables Description	End Date
<p><b>Task 1: Land Use and Zoning</b></p> <ul style="list-style-type: none"> <li>A. Develop policies and procedures to limit displacement</li> <li>B. Develop policy to protect public groundwater sources</li> <li>C. Coordination with King and Pierce County</li> <li>D. Simplify Land Use policies and reduce redundancies</li> <li>E. Policy update to residential zoning</li> <li>F. Ensure consistency with checklists, county, regional, and state policies</li> <li>G. Move Shoreline goals and policies to separate Element</li> </ul>	<ul style="list-style-type: none"> <li>• Updated and simplified Land Use Element</li> <li>• Updated Land Use Appendix</li> <li>• Updated Land Use Map and Future Land Use Designations</li> </ul>	<p>April 15, 2024</p>
<p><b>Task 2: Critical Areas Review</b></p> <ul style="list-style-type: none"> <li>A. Provide updates to tribes on efforts to preserve critical areas</li> <li>B. Policy and procedures for BAS</li> <li>C. Update Natural Environment Element and Critical Areas maps with state resources</li> <li>D. Assess need for new goals or policies related to climate resilience</li> </ul>	<ul style="list-style-type: none"> <li>• Updated and simplified Natural Environment Element</li> <li>• Updated Natural Environment Appendix</li> <li>• Updated Critical Areas Mapping</li> </ul>	<p>April 15, 2024</p>
<p><b>Task 3: Housing</b></p> <ul style="list-style-type: none"> <li>A. Assessment of housing needs and housing availability</li> <li>B. Discussion of these needs, surpluses, or deficits with community, Planning Commission, and City Council</li> </ul>	<ul style="list-style-type: none"> <li>• Updated and simplified Housing Element</li> <li>• Updated Housing Appendix</li> </ul>	<p>April 15, 2024</p>



<p><b>Task 4: Economic Development</b></p> <p>A. Update summary perspective on major components, trends, challenges, and opportunities in Pacific’s local economy</p> <p>B. Incorporate goals and strategies from the Sumner-Pacific Manufacturing Industrial Center Market Assessment</p>	<ul style="list-style-type: none"> <li>• Updated and simplified Economic Development Element</li> <li>• Updated Economic Development Appendix</li> </ul>	<p>May 15, 2024</p>
<p><b>Task 5: Transportation</b></p> <p>A. Collect and analyze updated traffic and safety data</p> <p>B. Prepare travel forecasts</p> <p>C. Assess multimodal needs</p> <p>D. Audit of existing transportation goals, policies and consistency with PSRC and Commerce requirements</p> <p>E. Consider potential changes transportation LOS, concurrency, impact fee program with regards to sizing and funding of large capital projects</p> <p>F. Review and refine long-term capital project list</p>	<ul style="list-style-type: none"> <li>• Updated Transportation Element</li> <li>• Updated Transportation Maps</li> <li>• Updated Transportation Appendix</li> <li>• Updates to Level of Service (LOS) if necessary</li> <li>• Policy development to fund ongoing development</li> <li>• Long-term transportation capital project list</li> </ul>	<p>June 15, 2024</p>
<p><b>Task 6: Parks and Recreation</b></p> <p>A. Review Parks Element</p> <p>B. Assess inventory</p> <p>C. Prioritize capital projects</p>	<ul style="list-style-type: none"> <li>• Updated Parks, Open Space, Recreation &amp; Trails Element</li> <li>• Updated Parks, Open Space, Recreation &amp; Trails Appendix</li> </ul>	<p>June 15, 2024</p>
<p><b>Task 7: Utilities</b></p> <p>A. Identification of areas of upgrade</p> <p>B. Cost-analysis of facilities upgrades</p> <p>C. Prioritization of projects</p> <p>D. Comparison of existing revenues to project needs to assess revenue sufficiency</p>	<ul style="list-style-type: none"> <li>• Updated Utilities Element</li> <li>• Updated Utilities Appendix</li> <li>• Six-Year Capital Improvement Program</li> </ul>	<p>June 15, 2024</p>





<p><b>Task 8: Public Participation</b></p> <ul style="list-style-type: none"> <li>A. Public Hearing(s)</li> <li>B. Enact the public participation plan</li> <li>C. Engage public for input to write draft updates</li> <li>D. Engage public on reviewing the draft Elements</li> </ul>	<ul style="list-style-type: none"> <li>• Staff reports to Planning Commission and City Council</li> <li>• Outreach materials and presentations</li> <li>• Summary of results from outreach</li> </ul>	<p>June 15, 2024</p>
<p><b>Task 9: Capital Facilities Plan</b></p> <ul style="list-style-type: none"> <li>A. Identification of areas of upgrade</li> <li>B. Cost-analysis of facilities upgrades</li> <li>C. Prioritization of projects</li> <li>D. Comparison of existing revenues to project needs to assess revenue sufficiency</li> </ul>	<ul style="list-style-type: none"> <li>E. Updated Utilities Element</li> <li>F. Updated Utilities Appendix</li> <li>G. Six-Year Capital Improvement Program</li> </ul>	<p>June 15, 2024</p>



## Attachment B: Budget

Year 2 Task/Deliverable	Year 2 Amount
Deliverable 1 FINAL Land Use updates	\$22,000
Deliverable 2 FINAL Critical Area updates	\$5,000
Deliverable 3 FINAL Housing updates	\$5,000
Deliverable 4 FINAL Economic Development Updates	\$2,000
Deliverable 5 FINAL Transportation Updates	\$16,000
Deliverable 6 FINAL Parks and Rec updates	\$1,000
Deliverable 7 FINAL Utilities updates	\$1,000
Deliverable 8 Public Involvement	\$8,500
Deliverable 9 FINAL Capital Facilities Plan updates	\$2,000
<b>Total Grant (SFY 2024 only)</b>	<b>\$62,500</b>

# CITY COUNCIL AGENDA BILL

City of Pacific  
100 3<sup>rd</sup> Ave. S.E.  
Pacific, WA 98047

<b>ITEM INFORMATION</b>		
<b>SUBJECT:</b>	<b>Agenda Date: April 1, 2024 AB24-020</b>	
Resolution 2024-933 authorizing the Mayor to execute a contract with Soundview Consultants for on-call critical areas assessment and related services.	Mayor	XX
	City Attorney	
	City Clerk/Personnel	
	Community Development	
	Finance	
	Parks and Recreation	
	Police	
	Public Works	
Cost Impact:		
Fund Source:		
Timeline: Immediate		
<b>Agenda Placement:</b> <input checked="" type="checkbox"/> Mayor <input type="checkbox"/> Council <input type="checkbox"/> <input type="checkbox"/>		
<b>Attachments: Resolution 2024-933, Professional Service Contract</b>		
<b>SUMMARY STATEMENT:</b> Approval of this item will allow the City to enter into a contract with Soundview Consultants for on-call services related to critical areas assessment. The City is anticipating several occasions in the coming year where it will be in the City’s best interest to have a qualified firm on-call to provide critical areas assessment for smaller projects without having to do a full recruitment process each time. The Mayor has met with qualified firms and is recommending Soundview Consultants.		
COUNCIL COMMITTEE, COW, OR WORKSHOP REVIEW AND RECOMMENDATION: N/A		
RECOMMENDED ACTION: Council direction to place on the April 8 <sup>th</sup> Regular Council Meeting for action.		
<b>RECORD OF COUNCIL ACTION</b>		
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
04/1/2024 - WS		

**RESOLUTION NO. 2024-933**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PACIFIC, WASHINGTON, AUTHORIZING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICES CONTRACT WITH SOUNDVIEW CONSULTANTS FOR ON-CALL CRITICAL AREAS ASSESSMENT AND RELATED SERVICES**

**WHEREAS**, the City anticipates the need for Critical Areas Assessment and Related services on several occasions for smaller projects over the next year; and

**WHEREAS**, the City has met with different Consulting firms to determine which firm would best meet the needs of the City; and

**WHEREAS**, it is in the City’s best interest to be able to avoid the recruitment, interview, and authorization process each time there is a need for Critical Areas Assessment on a smaller scale, and

**WHEREAS**, the City has determined that Soundview Consultants would be the best firm to serve as the City’s on-call Critical Areas Consultant; and

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

**Section 1.** The City of Pacific, Washington, City Council authorizes the Mayor to enter into a Professional Services Contract with Soundview Consultants for on-call Critical Areas Assessment and Related Services.

**Section 2.** This Resolution shall take effect and be in full force upon passage and signatures hereon.

**PASSED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE 8<sup>th</sup> DAY OF APRIL 2024.**

**CITY OF PACIFIC**

---

JAMES “VIC” KAVE, MAYOR

ATTEST/AUTHENTICATED:

---

GEORGE MARTINEZ, CMC, CITY CLERK

APPROVED AS TO FORM:

---

CHRISTOPHER PIRNKE, CITY ATTORNEY

**CITY OF PACIFIC  
CONTRACT FOR PROFESSIONAL SERVICES  
On-Call - Critical Areas Assessment and Related Services**

This Agreement is entered into by and between the City of Pacific, Washington, a municipal corporation (“City”), and **Soundview Consultants** (Consultant) whose principal office is located at: **2907 Harborview Drive, Gig Harbor, Wa. 98335**

WHEREAS, the City has determined the need to have certain services performed for its citizens requiring specific expertise, and

WHEREAS, the City desires to have the Consultant perform such services pursuant to certain terms and conditions,

NOW THEREFORE, in consideration of the mutual benefits and conditions hereinafter contained, the parties hereto agree as follows:

1. Scope and Schedule of Services to be Performed by Consultant. The Consultant shall perform those services described in Exhibit “A” of this Agreement. In performing such services, the Consultant shall at all times comply with all Federal, State, and local laws and regulations applicable to the performance of such services. The Consultant shall perform the services diligently and completely and in accordance with professional standards of conduct and performance. The Consultant shall request and obtain prior written approval from the City if the scope or schedule is to be modified in any way.

2. Compensation and Method of Payment. The Consultant shall request payment for work performed using the billing invoice form attached and labeled Exhibit “B.”

The City shall pay the Consultant an amount to be determined and agreed upon prior to any services being performed.

The Consultant shall complete and return to a federal tax Form W-9, prior to or along with the first billing invoice. The City shall pay the Consultant for services rendered within ten (10) days after City Council voucher approval.

3. Duration of Agreement. This Agreement shall be in full force and effect through April 1, 2025, commencing upon mutual execution of this Agreement.

4. Ownership and Use of Documents. Any records, files, documents, drawings, specifications, data or information, regardless of form or format, and all other materials produced by the Consultant and submitted to the City in connection with the services provided to the City, shall be the property of the City, whether the project for which they were created is executed or not.

5. Independent Consultant. The Consultant and the City agree that the Consultant is an independent Consultant with respect to the services provided pursuant to this Agreement. The Consultant will be solely responsible for its acts and for the acts of its agents, employees, subcontractor/consultants or representatives during the performance of this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties. Neither Consultant nor any employee of Consultant shall be entitled to any benefits accorded City employees by virtue of the services provided under this Agreement. The City shall not be responsible for withholding or otherwise deducting federal income tax or social security or contributing to the State Industrial Insurance Program, or otherwise

assuming the duties of an employer with respect to the Consultant, or any employee of the Consultant.

6. Indemnification.

A. Consultant shall protect, defend, indemnify and hold harmless the City, its officers, officials, employees, agents and volunteers from any and all costs, claims, injuries, damages, suits, losses or liabilities of any nature, including attorneys' fees, arising out of or in connection with the negligent acts, errors or omissions of the Consultant, its officers, employees and agents in performing this Agreement.

B. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor/Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Contractor/Consultant's negligence.

C. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties.

D. The provisions of this section shall survive the expiration or termination of this Agreement.

7. Insurance. The Consultant shall procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

A. Minimum Scope of Insurance. Consultant shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent Contractor/Consultants and personal injury and advertising injury. The City shall be named as an additional insured under the Contractor/Consultant's Commercial General Liability insurance policy with respect to the work performed for the City.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
4. Professional Liability insurance appropriate to the Consultant's profession.

B. Minimum Amounts of Insurance. Consultant shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
3. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

C. **Other Insurance Provision.** The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Professional Liability, and Commercial General Liability insurance:

1. The Consultant's insurance coverage shall be primary insurance as respects the City. Any insurance, self-insurance or insurance pool coverage maintained by the City shall be in excess of the Consultant's insurance and shall not contribute with it.

2. The Consultant's insurance shall be endorsed to state that coverage shall not be canceled by either party except after thirty (30) days prior written notice by mail has been given to the City.

D. **Verification of Coverage.** The Consultant shall furnish the City with original certificates for all policies and a copy of the amendatory endorsements, including but not necessarily limited to, the additional insured endorsement for Automobile Liability and Commercial General Liability, evidencing the insurance requirements of the Consultant before commencement of the work.

8. Record Keeping and Reporting.

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

B. The foregoing records shall be maintained for a period of seven (7) years after the termination of this Agreement unless permission to destroy them is granted by the Office of the Archivist in accordance with RCW Chapter 40.14 and by the City.

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

10. Termination. This Agreement may at any time be terminated by the City giving to the Consultant thirty (30) days written notice of the City's intention to terminate the same. Failure to provide products on schedule may result in contract termination. If the Consultant's insurance coverage is canceled for any reason, the City shall have the right to terminate this Agreement.

A. The City reserves the right to terminate or suspend this Agreement at any time, with or without cause, upon thirty (30) days prior written notice. In the event of termination or suspension, all finished or unfinished documents, data, studies, worksheets, models, reports or other materials prepared by

the Consultant pursuant to this Agreement shall promptly be submitted to the City.

B. In the event this Agreement is terminated or suspended, the Consultant shall be entitled to payment for all services performed and reimbursable expenses incurred to the date of termination.

C. This Agreement may be canceled immediately if the Consultant's insurance coverage is canceled for any reason, or if the Consultant is unable to perform the services called for by this Agreement.

D. The Consultant reserves the right to terminate this Agreement with not less than thirty (30) days written notice, or in the event that outstanding invoices are not paid within sixty (60) days.

E. This provision shall not prevent the City from seeking any legal remedies it may otherwise have for the violation or nonperformance of any provisions of this Agreement.

11. Discrimination Prohibited. The Consultant shall not discriminate against any employee, applicant for employment, or any person seeking the services of the Consultant under this Agreement, on the basis of race, color, religion, creed, sex, sexual orientation, age, national origin, marital status, presence of any sensory, mental or physical disability, or other circumstance prohibited by federal, State or local law or ordinance, except for a bona fide occupational qualification.

12. Assignment and Subcontract. The Consultant shall not assign or subcontract any portion of the services contemplated by this Agreement without the written consent of the City.

13. Conflict of Interest. The Consultant represents to the City that it has no conflict of interest in performing any of the services set forth in Exhibit "A." In the event that the Consultant is asked to perform services for a project with which it may have a conflict, Consultant will immediately disclose such conflict to the City.

14. Confidentiality. All information regarding the City obtained by the Consultant in performance of this Agreement shall be considered confidential. Breach of confidentiality by the Consultant shall be grounds for immediate termination.

15. Non-appropriation of Funds. If sufficient funds are not appropriated or allocated for payment under this Agreement for any future fiscal period, the City will so notify the Consultant and shall not be obligated to make payments for services or amounts incurred after the end of the current fiscal period. This Agreement will terminate upon the completion of all remaining services for which funds are allocated. No penalty or expense shall accrue to the City in the event that the terms of the provisions are effectuated.

16. Entire Agreement. This Agreement contains the entire agreement between the parties, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind either of the parties. If there is a conflict between the terms and conditions of this Agreement and the attached exhibits, then the terms and conditions of this Agreement shall prevail over the exhibits. Either party may request changes to the Agreement. Changes which are mutually agreed upon shall be incorporated by written amendments to this Agreement.

17. Notices.

Notices to the City of Pacific shall be sent to the following address:



City of Pacific	Phone: 253-929-1105
George Martinez	Email: gmartinez@pacificwa.gov
City Clerk/Personnel Director	
100 3 <sup>rd</sup> Avenue SE	
Pacific, Washington 98047	

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

Soundview Consultants	Phone (253) 514-8952 ext. 038
Ben Wright, Associate Principal	Email: ben@soundviewconsultants.com
2907 Harborview Drive	c/c scoping@soundviewconsultants.com
Gig Harbor, Wa. 98335	

18. Applicable Law; Venue; Attorney's Fees. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. In the event any suit, arbitration, or other proceeding instituted to enforce any term of this Agreement, the parties specifically understand and agree that venue shall be exclusively in King County, Washington. The prevailing party in any such action shall be entitled to its attorney's fees and costs of suit, which shall be fixed by the judge hearing the case, and such fee shall be included in the judgment.

19. Severability. Any provision or part of this Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the City and the Contractor/Consultant, who agree that the Agreement shall be reformed to replace such stricken provision or part with a valid and enforceable provision that comes as close as reasonably possible to expressing the intent of the stricken provision.

<b>CONTRACTOR/CONSULTANT:</b>	<b>CITY OF PACIFIC</b>
Name:	Name:
Title:	Title:
Signature:	Signature:
Date:	Date:

## **EXHIBIT “A”**

### **Scope of Work**

Consultant shall perform as needed and as mutually agreed upon “on-call” Critical Areas Assessments and Related Services. Each “on-call” service shall have a clearly defined scope of work that falls within the confines of this agreement.

# CITY COUNCIL AGENDA BILL

City of Pacific  
100 3<sup>rd</sup> Ave. S.E.  
Pacific, WA 98047

ITEM INFORMATION		
<b>SUBJECT:</b>  Resolution authorizing Change Order #1, for fabrication and installation of (2) aluminum cantilever sliding gates.  Cost Impact: \$29,500 + 3,009 (WSST) = \$32,509 Fund Source: Utility Funds Timeline: Finish early Summer 2024	<b>Agenda Date:</b> 4-1-24 <b>AB24-021</b>	
	Mayor	
	City Attorney	
	City Clerk	
	Com. Development	
	Com. Services	
	Finance	
	Police	
	Public Works	<b>XX</b>
<b>Agenda Placement:</b> <input checked="" type="checkbox"/> Mayor <input type="checkbox"/> Council <input type="checkbox"/> <input type="checkbox"/>		
<b>Attachments:</b> EXHIBIT B = Contractor quotation EXHIBIT C = Budget		
<b>SUMMARY STATEMENT:</b>  The project PW-23-015 had an original base bid scope of work did not include the (2) aluminum cantilever sliding gates. This new change order #1 work will be added to the contractor's scope and schedule for completion in early summer 2024.		
<b>COUNCIL COMMITTEE, COW, OR WORKSHOP REVIEW AND RECOMMENDATION:</b> Public Works Committee discussion topic and recommended formal request.		
<b>RECOMMENDED ACTION: Direct staff to place on April 8, 2024 Regular City Council Agenda for Consideration.</b>		
RECORD OF COUNCIL ACTION		
Meeting Date	Action	Vote
8-28-2023	Workshop	
9-5-2023	Council Meeting	Base Bid approval
4-1-2024	Workshop	
4-8-2024	Council Meeting	Change Order #1

**RESOLUTION NO. 2024-934**

**A RESOLUTION OF THE CITY OF PACIFIC, WASHINGTON, AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH “FENCE SPECIALISTS” FOR THE CITY UTILITY FACILITIES SECURITY FENCING PROJECT PH 2 IN THE AMOUNT OF \$32,509**

**WHEREAS**, the City of Pacific has entered into a fencing contract with Fence Specialists under the contract Utility Facilities Security Fencing PH2 for the base bid amount of \$13,475; and

**WHEREAS**, the City of Pacific has requested a Change Order #1, consisting of (2) new custom aluminum cantilever sliding gates, valued at a sum of \$32,509; and

**WHEREAS**, the City has reviewed the submitted change order proposal and has determined that it is in the best interest to continue with the company FENCE SPECIALISTS.

**WHEREAS**, this Change Order #1 will increase the total contract amount including tax, to \$46,972.75; and

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

**Section 1.** The Pacific City Council hereby authorizes the Mayor to execute Change Order #1 with FENCE SPECIALISTS Company, in the amount of \$32,509.

**Section 2.** This Resolution shall take effect and be in full force upon passage and signatures hereon.

**PASSED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE 8<sup>th</sup> DAY OF APRIL 2024.**

**CITY OF PACIFIC**

\_\_\_\_\_  
JAMES “VIC” KAVE, MAYOR

ATTEST/AUTHENTICATED:

\_\_\_\_\_  
GEORGE MARTINEZ, CMC, CITY CLERK

APPROVED AS TO FORM:

\_\_\_\_\_  
CHRISTOPHER PIRNKE, CITY ATTORNEY

# Fence Specialists

10708 Golden Given Rd East  
Tacoma, WA 98445  
p: 253-531-5452

city of pacific  
10-27-23  
Change order

Loc 1 well field slide gate \$13,750

- Provide and install 19'7"x 6+1 barb wire & razor himotion cantilever gate
- All new posts customer to dig/vacuum holes.
- all new wheels and hardware
- All black to match existing fence.

Loc 2 public works yard slide gate \$15,400

- Provide and install 25'8" x 6+1 barbwire & razor himotion cantilever.
- All new post customer to dig/vacuum holes.
- All new wheels and hardware
- Galv framework with green fabric to match the fence.

Prevailing wages included in all work.

**CHANGE ORDER TOTAL \$29,150.00**

**Exclusions:**

EXCAVATING, Concrete work/ mow strip (concrete for posts is included), Demolition, Grubbing, Clearing, Permits, Electrical, Grounding, Painting, Survey, core drilling, traffic control, traffic protection, Imbeds, structural concrete, concrete finishing.

**This proposal is good for 30days.**

Sincerely,

approved

Stephanie Burkhart  
Estimator and Project Manager  
253-531-5452 office  
253-973-6311 cell

by \_\_\_\_\_  
title \_\_\_\_\_  
contact # \_\_\_\_\_

<b>Project Costs Estimator</b>					
<b>Description:</b>		<b>Combined Budget Impact:</b>	<b>Individual Work Package Pricing</b>		
Base Bid Work Package: "Fence Specialist" - Base Scope location #1 (Well Field)		\$ 5,375.00	\$ 5,375.00		
Base Bid Work Package: "Fence Specialist" - Base Scope location #2 (PW Reservoir)		\$ 8,100.00	\$ 8,100.00		
Change Order #1 Work Package: "Fence Specialist" - Base Scope location #1 (Well Field)		\$ 13,750.00	\$ 13,750.00		
Change Order #1 Work Package: "Fence Specialist" - Base Scope location #2 (PW Reservoir)		\$ 15,400.00	\$ 15,400.00		
			WSST @ 10.2%	\$	13,475.00
Work Package Fence Contractor will receive a base contract for:			<b>\$ 46,972.75</b>	\$	33,497.75
Work Package: "Automated Gate Company" - Base Scope location #1 (Well Field)		\$ 13,832.00	\$ 13,832.00		
Work Package: "Automated Gate Company" - Base Scope location #2 (PW Reservoir)		\$ 13,832.00	\$ 13,832.00	\$	27,664.00
			WSST @ 10.2%		\$ 2,821.73
Work Package Gate Automation Contractor will receive a base contract for:			<b>\$ 30,485.73</b>		
Sub-Total		\$ 70,289.00			
WSST @ 10.2%	10.20%	\$ 7,169.48			
<b>Combined Work Package amounts:</b>		<b>\$ 77,458.48</b>			
Contingency Position	20%	\$ 15,491.70			
Management Reserve Position	5%	\$ 3,872.92			
Sub-Total		\$ 19,364.62			
WSST @ 10.2%	10.20%	\$ 1,975.19			
<b>Contingency + WSST</b>		<b>\$ 19,364.62</b>			
<b>Total MACC Project Costs, NTE City Council Approval</b>		<b>\$ 96,823.10</b>			

\* Assumed Costs only

# CITY COUNCIL AGENDA BILL

City of Pacific  
100 3<sup>rd</sup> Ave. S.E.  
Pacific, WA 98047

ITEM INFORMATION		
<b>SUBJECT:</b>  Resolution Authorizing Amendment #2, to BHC Planning Services Agreement	<b>Agenda Date:</b> 4-1-24 AB24-022	
	Mayor	
	City Attorney	
	City Clerk	
	Com. Development	<b>XXX</b>
	Com. Services	
	Finance	
	Police	
	Public Works	
	Cost Impact: \$25,000	
Fund Source: General Fund		
Timeline: December 31, 2024		
<b>Agenda Placement:</b> <input checked="" type="checkbox"/> Mayor <input type="checkbox"/> Council <input type="checkbox"/>		
<b>Attachments:</b> Resolution, EXHIBIT C = Budget document		
<b>SUMMARY STATEMENT:</b>  In February Amendment #1 was signed, which did not change the Not To Exceed (NTE) amount but did change the billing rates and the time to complete with a time extension. This Amendment #2, is a request for additional money and time, which would be added to the Not To Exceed base on-call contract of \$25,000 and modifying the new contract end date to be December 31, 2024. Likely the dollar amount requested will not last until this year’s end at the current planning monthly burn rate. However, we are hopeful to backfill the “planner” position permanently sooner than later.  The new contract total amount would be \$50,000, consisting of a base bid of \$25,000 and Amendment #2 of \$25,000.		
COUNCIL COMMITTEE, COW, OR WORKSHOP REVIEW AND RECOMMENDATION: N/A		
<b>RECOMMENDED ACTION: Direct staff to place this item on the April 8, 2024 Regular City Council Meeting Agenda for Action.</b>		
RECORD OF COUNCIL ACTION		
Meeting Date	Action	Vote
4-1-2024	Workshop	
4-8-2024	Council Meeting	Amendment #2

**RESOLUTION NO. 2024-935**

**A RESOLUTION OF THE CITY OF PACIFIC, WASHINGTON, AUTHORIZING THE MAYOR TO EXECUTE AMENDMENT #2 TO A CONSULTANT SERVICES CONTRACT WITH BHC CONSULTING FOR PLANNING SERVICES IN THE AMOUNT OF \$25,000**

**WHEREAS**, the City of Pacific has entered into a Not To Exceed contract with “BHC” for on-call planning services in the amount of \$25,000; and

**WHEREAS**, the City has not filled Associate Planner Position and contract on-call planning services are still needed, and

**WHEREAS**, the City signed Amendment #1 earlier this year for both a billing rate change and time extension without a change to the overall contract amount; and

**WHEREAS**, Amendment #2 consists of a time extension through December 31, 2024 and an addition of \$25,000 to the contract for a total Not To Exceed amount of \$50,000; and

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

**Section 1.** The Pacific City Council hereby authorizes the Mayor to execute Amendment #2, to the on-call planning services contract with BHC Consulting, adding \$25,000. and extending the contract through December 31, 2024.

**Section 2.** This Resolution shall take effect and be in full force upon passage and signatures hereon.

**PASSED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE 8<sup>st</sup> DAY OF APRIL 2024.**

**CITY OF PACIFIC**

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JAMES “VIC” KAVE, MAYOR

ATTEST/AUTHENTICATED:

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GEORGE MARTINEZ, CMC, CITY CLERK

APPROVED AS TO FORM:

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CHRISTOPHER PIRNKE, CITY ATTORNEY



<b><u>Project Costs Estimator</u></b>			
Description:		Combined Budget Impact:	Individual Work Package Pricing
Base Bid Work Package: "BHC PLANNER - ON-CALL" Not To Exceed - 11/13/2023		\$ 25,000.00	\$ 25,000.00
AMMENDMENT #1 Work Package: "BHC PLANNER - ON-CALL" Time Extension & Increased billing cost @ \$9 per hr		\$ -	\$ -
AMMENDMENT #2 Work Package: "BHC PLANNER - ON-CALL", cost increase & time extension to July 31, 2024		\$ 25,000.00	\$ 25,000.00
			\$ -
<b>Work Package AE Consultant</b>			<b>\$ 50,000.00</b>
Contingency Position	20%	\$ -	
Management Reserve Position	5%	\$ -	
Sub-Total		\$ -	
WSST @ 10.2%	10.20%	\$ -	
<b>Contingency + WSST</b>		<b>\$ -</b>	
<b>Total Costs, NTE City Council Approval</b>		<b>\$ 50,000.00</b>	

\* Assumed Costs only