

EATONVILLE TOWN COUNCIL REGULAR COUNCIL MEETING AGENDA

THIS MEETING WILL BE HELD AT THE
EATONVILLE COMMUNITY CENTER
305 CENTER ST. WEST, EATONVILLE

AGENDAS ARE SUBJECT TO CHANGE

7:00 PM REGULAR COUNCIL MEETING JULY 26, 2010

1. CALL TO ORDER

A. ROLL CALL

ALLISON _____ PIERCE _____ BOWMAN _____ VALENTINE _____
SCHAUB _____

2. OPENING CEREMONIES

A. PLEDGE OF ALLEGIANCE

B. TOWN OF EATONVILLE- MISSION STATEMENT

“The Towns mission is to create, provide and administer municipal services while protecting the present and future health, safety and general welfare of the community”

3. AGENDA REVIEW and APPROVAL/SET TIME RESTRICTIONS

4. COMMENTS FROM CITIZENS

Presentation from Pierce County Library Systems

5. CONSENT AGENDA

Minutes from June 28th meeting Revised
Payroll Checks 22980 thru 23033 \$101,967.42
Claim Checks 28674 thru 28677 \$749.41
Claim Checks 28678 thru 28731 \$96,780.46

6. DEPARTMENT HEAD/COUNCIL COMMITTEE/BOARD/COMMISSION REPORT

- A. COMMITTEE REPORTS
- B. MAYOR'S REPORT
- C. STAFF REPORTS
- D. FINANCE REPORT

7. NEW BUSINESS

A. RESOLUTION 2010-DD

A RESOLUTION OF THE EATONVILLE TOWN COUNCIL AUTHORIZING THE MAYOR TO SIGN A MEMORANDUM OF AGREEMENT WITH TACOMA-PIERCE COUNTY HEALTH DEPARTMENT ESTABLISHING A COMMUNITY-BASED COLLECTION PROGRAM FOR WASTE PHARMACEUTICALS

B. RESOLUTION 2010-EE

A RESOLUTION OF THE EATONVILLE TOWN COUNCIL AUTHORIZING THE MAYOR TO SIGN A CONTRACT FOR PROFESSIONAL ENGINEERING SERVICES WITH GRAY AND OSBORNE, INC FOR THE WASTEWATER TREATMENT AND COLLECTION SYSTEM PROJECT

C. EXECUTIVE SESSION

EXECUTIVE SESSION TO DISCUSS POSSIBLE LAND ACQUISITION

8. COUNCIL MEMBER COMMENTS

9. ADJOURNMENT

**EATONVILLE TOWN COUNCIL
MINUTES OF REGULAR COUNCIL MEETING**

TIME: 7:00 PM

DATE: June 28, 2010

PLACE: Eatonville Community Center

CALL TO ORDER

Mayor Raymond Harper called the meeting of the Eatonville Town Council to order at 7:00p.m.

ROLL CALL

Town Clerk Chrystal McGlone called the roll. The following were:

Present: Mayor Raymond Harper, Mayor Pro Tem James Valentine, and Council members; Gordon Bowman, Bobbi Allison, Bob Schaub, and Brenden Pierce

Also Present: Town Clerk Chrystal McGlone, Town Administrator Gary Armstrong, Town Planner Nick Bond, Town Attorney Carol Morris, Treasurer Mike Schaub, Police Chief Lewis and Interim Fire Chief Bud Lucas

OPENING CEREMONIES

Mayor Harper led the assembly in reciting the Pledge of Allegiance to the American Flag

The Town Clerk read the Mission Statement for the Town of Eatonville:

"The Town's mission is to create, provide and administer municipal services while protecting the present and future health, safety, and general welfare of the community."

APPROVAL OF AGENDA

Council member Allison moved approval and Council member Schaub seconded. All were in favor.

COMMENTS FROM CITIZENS

Nancy Iams with the Holly Hut discussed the difference between Cottage Merchants and Chamber of Commerce. She enlightens the Council on what the Cottage Merchants do and the upcoming events.

Ernest Wolf residing at 755 Eatonville Hwy W complained about the sign ordinance and didn't feel as though his A-frame sign should have been taken down even though he did not have a permit.

Marlayne Eliff residing at 210 Orchard Ave N expressed her concern for the fireworks that will be shot off around Town that are not safe and sane and wanted to know what she can do if she sees violators or a mess is left in the street.

Anthony Guerrero residing at 11518 25th Ave NE Seattle, WA handed out information on LaRouche Political Action Committee.

Doug J Williams residing at 11517 36th Ave NE Seattle, WA spoke in favor of the LaRouche Political Action Committee and against President Barack Obama.

CONSENT AGENDA

A. Revised Minutes from May 24th and June 14th meetings

- a. Payroll checks 22886 thru 22927 \$96,464.92
- b. Claim checks 28568 thru 28615 \$559,896.88

B. Approval of 9 Park rental applications

Council member Allison moved approval and Council member Schaub seconded. AIF

DEPARTMENT HEAD/COUNCIL COMMITTEE/BOARD/COMMISSION REPORT

- a. Committee Reports- Finance Committee meeting tomorrow night at Town Hall at 5pm
- b. Mayor's Report –None
- c. Staff Report- Administrator Armstrong spoke on the grant award for Washington Avenue. The revamping of Washington Avenue's street and sidewalks and lighting will occur from Lynch Street to Center. He also advised that the attorney has the consultant agreement for the sewer lagoon liner project and it will come before Council at the next meeting. Fire Chief announced the new hire for them; Dan Murphy will be at the next Council meeting.
- d. Finance Report- the Treasurer submitted a report dated June 25, 2010.

RESOLUTIONS AND ORDINANCES

Resolution 2010-BB

A Resolution of the Eatonville Town Council authorizing the Mayor to petition Washington State Conservation Commission for inclusion of additional territory within the Pierce Conservation District

Town Clerk Chrystal McGlone read the Resolution 2010-BB into the record

Council member Allison moved approval and was seconded by Council member Valentine.

Both Council member Allison and Valentine rescind their motions.

Council member Allison moves to table to the next Council meeting. Council member Valentine seconds. All in favor.

Resolution 2010-CC

A Resolution of the Eatonville Town Council authorizing the Mayor to sign a purchase and sale agreement with Weyerhaeuser Real Estate Development Company in furtherance of the Town's Mashel Riparin Habitat Acquisition and Protection Project

Town Clerk Chrystal McGlone read the Resolution by title into the record

Council member Allison moved approval and Council member Pierce seconded. AIF

Council member Allison moved to have Council member Comments before Executive Session. Council member Valentine seconded. All were in favor.

COUNCIL MEMBER COMMENTS

Council member Valentine proposes a study session with the Historical Society to discuss the lease. Council member Valentine motioned for the study session and was seconded by Council member Bowman. All in favor.

Council member Schaub made a comment about how bad properties look around Town and asked when the properties were going to get cleaned up?

Council member Pierce thanked the Rod Knockers for having their event in Eatonville and thanked the Mayor.

Mayor adjourned the meeting to go into the Executive Session for 20 minutes.

Mayor reconvened the meeting after only 15 minutes.

ADJOURNMENT

Council member Allison moved to adjourn. Council member Schaub seconded the motion. Mayor Harper adjourned the meeting at 8:34 PM.

Raymond Harper, Mayor

ATTEST:

Chrystal McGlone, Town Clerk

**PROPOSAL AND CONTRACT
FOR
PROFESSIONAL ENGINEERING SERVICES**

**TOWN OF EATONVILLE
PIERCE COUNTY, WASHINGTON**

JULY 2010

**GRAY & OSBORNE, INC.
CONSULTING ENGINEERS
SEATTLE, OLYMPIA, YAKIMA,
VANCOUVER & ARLINGTON**

**CONTRACT FOR
PROFESSIONAL ENGINEERING SERVICES**

THIS Contract, entered into this day, between the TOWN OF EATONVILLE, Washington, hereinafter called the "Agency"; and GRAY & OSBORNE, INC., Consulting Engineers, Seattle, Washington, hereinafter called the "Engineer".

WITNESSETH:

WITNESSETH THAT, the Agency now finds that it is in need for the engagement of professional engineering services. The purpose of this Contract is to define the scope of work to be performed, the conditions under which it shall be performed, and method of payment for professional engineering services authorized by the Agency.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto do mutually agree as follows:

ARTICLE 1

SCOPE OF SERVICES

The Agency, acting pursuant to its vested authority, does hereby engage the Engineer and the Engineer agrees to furnish the engineering services as requested by the Agency in connection with their Wastewater Treatment and Collection System, hereinafter also called the "Project." These services are outlined in this Contract and shall be undertaken upon request by the Agency to the Engineer.

ARTICLE 2

CHARACTER & EXTENT OF ENGINEERING SERVICES

Upon execution of this Contract, and authorization of the Agency to proceed, the Engineer shall provide engineering services more fully described in Exhibit "A."

SPECIAL SERVICES

The Engineer may employ competent design professionals to assist in the completion of the work as described as scope of work and budget herein.

The information provided by design professionals so secured shall be made available to the Agency and the Engineer for the use and development of the Agency's projects.

ARTICLE 3

SCOPE OF OWNER SERVICES

The AGENCY shall provide or perform the following:

The Agency has provided the Engineer with all the available, existing information necessary to perform this work. Absent specific written direction to the contrary, the Engineer shall be entitled to rely upon the completeness and accuracy of such documentation.

Examine all studies, reports, sketches, estimates, specifications, drawings, proposals, and other documents presented by the Engineer.

ARTICLE 4

COMPENSATION

It is mutually agreed that the Agency will compensate the Engineer for services furnished based on the cost reimbursement method.

The Town shall pay the Engineer the amount described in Exhibit B, which shall not exceed \$76,360.00, which shall include all fees and expenses. This is the maximum amount to be paid under this Contract for the work described in Exhibit A and shall not be exceeded without the prior written authorization of the Town in the form of a negotiated and executed supplemental agreement.

Total compensation is based on the following:

- (a) Cost Ceiling: The total amount of compensation for engineering services as described herein, and as further defined in letters or exhibits to this Contract including profit (fee), out-of-pocket expenses, direct labor costs, direct overhead and indirect overhead shall not exceed the total dollar cost agreed upon, without a formal amendment to this Contract.
- (b) Compensation Determination: Payment for work accomplished is on the basis of the Engineer's actual cost plus a net fee. The actual cost includes direct salary cost, overhead and direct non-salary cost.
 - 1. The direct salary cost is the salary expense for professional and technical personnel and principals for the time they are productively engaged in work necessary to fulfill the terms of this Contract.

2. The overhead costs as identified on Exhibit "C" are determined as 171 percent (171%), of the direct salary cost. The overhead cost rate is an estimate based on currently available accounting information and shall be used for all progress payments. The overhead costs of the Contract shall be updated annually.
3. The direct non-salary costs are those costs directly incurred in fulfilling the terms of this Contract including, but not limited to travel, reproduction, supplies and fees for special professional services, of outside consultants. If the Engineer is directed to employ special, professional expertise, the Agency will be billed by the Engineer for the special service invoiced amount plus ten percent (10%) for administrative overhead.
4. The fee, which represents the Engineer's profit, shall be fifteen percent. The net fee will be pro-rated and paid monthly in proportion to the Engineer's monthly progress billings and approved by the Agency.

The Engineer shall submit monthly invoices to the Town after such services have been performed and a final bill upon completion of all services described in this Contract. The Town shall pay the full amount of an invoice within forty-five (45) days of receipt. If the Town objects to all or any portion of any invoice, it shall notify the Engineer of the same within fifteen (15) days from the date of receipt and shall pay that portion of the invoice not in dispute, and the parties shall immediately make every effort to settle the disputed portion.

The records and accounts pertaining to this Contract shall be kept by the Engineer for inspection by representatives of the Agency for a period of six (6) years, after final payment under this Contract. In the event any audit or inspection identifies any discrepancy in the financial records, the Engineer shall provide clarification and/or make adjustments accordingly.

ARTICLE 5

MAJOR REVISIONS

If, after the design has been approved by the Agency, and the Engineer has proceeded with the final design, and has performed work in processing same and the Agency authorizes new or substantially alters the design, the Agency will request the Engineer to prepare an amendment to this Contract, to be signed by the duly authorized representative of the parties, and equitable compensation as mutually agreed upon by the Agency and the Engineer, or if an agreement cannot be reached within thirty (30) days, the equitable compensation shall be determined by mediators.

ARTICLE 6

CONSTRUCTION COST ESTIMATES

The Agency is herewith advised that the Engineer has no control over the cost of labor, material, and equipment, including the contractors' and suppliers' methods of producing and delivering such goods and services; or over the methods and styles of competitive bidding or market conditions; and, accordingly, the Engineer's construction cost estimates for the project are made and furnished on the basis of his experience and qualifications and represent only his best judgment as a design professional and within his familiarity with the construction industry, and, as such, the Engineer cannot and does not warrant, in any other manner or style, the accuracy of the cost estimates, nor that the estimates will or will not vary significantly with bids received by or construction costs realized by the Agency.

ARTICLE 7

FACILITIES TO BE FURNISHED BY THE ENGINEER

At the Engineer's own cost, it shall furnish and maintain a central office, work space and equipment suitable and adequate for the prosecution of the work that is normal to the functioning of an established operating engineering practice.

ARTICLE 8

OWNERSHIP OF PLANS

All reports, designs, drawings and specifications prepared by the Engineer, as provided under this Contract shall be and do become the property of the Agency upon payment to the Engineer his compensation as set forth in this Contract. Reuse of any of the instruments of services of the Engineer by the Agency on extensions of this project or on any other project without the written permission of the Engineer shall be at the Agency's risk and the Agency agrees to defend, indemnify and hold harmless the Engineer from all claims, damages and expenses including attorney's fees arising out of such unauthorized reuse of the Engineer's instruments of service by the Agency or by others acting through the Agency. In the event of premature termination of this Contract, the Agency shall be entitled to whatever work product has been developed by the Engineer, up to the point of termination.

ARTICLE 9

SEVERABILITY

If any provision of this Contract is held invalid, the remainder of this Contract shall not be affected thereby, if such remainder would then continue to conform to the terms and requirements of the applicable law.

ARTICLE 10

MEDIATION

All claims, disputes and other matters in question between Agency and Engineer shall, in the first instance, be subject to mediation. Either party may notify the other, by certified mail, of the existence of a claim or dispute within one (1) week of the event or events that precipitate said dispute. If such claim or dispute cannot be resolved by the parties within forty-five (45) days of said notice, the Engineer shall promptly contact the Judicial Arbitration and Mediation Service, Inc., or any other recognized mediation service agreed to by the parties, to arrange for the engagement and appointment of a mediator for the purpose of assisting the parties to amicably resolve the claim or dispute. The cost of the mediator shall be borne equally by the parties. The Agency and Engineer further agree to cooperate fully with the appointed mediator's attempt to resolve the claim or dispute, and also agree that litigation may not be commenced, by either party, for a period of ninety calendar days following the receipt by the other party of the written notice of claim or dispute. This mediation provision may be asserted by either party as grounds for staying such litigation.

ARTICLE 11

ASSIGNABILITY

The Engineer shall not assign nor transfer any interest in this Contract without the prior written consent of the Agency.

ARTICLE 12

EQUAL EMPLOYMENT OPPORTUNITY

The Engineer agrees that it will not discriminate against any employee or applicant for employment because of race, religion, color, sex, age or national origin.

ARTICLE 13

COVENANT AGAINST CONTINGENT FEES

The Engineer warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fees, excepting bona fide employees. For breach or violation of this warranty, the Agency shall have the right to annul this Contract without liability or in its discretion to deduct from the Contract price or consideration or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

ARTICLE 14

SAFETY

The duty and/or Services furnished hereunder by the Consultant, does not include a review of the adequacy of any contractor's safety measures in, on, or near a project construction site. The contractor alone shall have the responsibility and liability thereof, and shall be insured accordingly. Neither the activities of the Consultant, nor the presence of the Engineer's employees at a site, shall relieve the contractor of their obligations, duties, and responsibilities with any health or safety precaution required to ensure the safety of the jobsite.

The Engineer shall take all precautions necessary and shall be responsible for the safety of its employees, agents, and subconsultants in the performance of the work hereunder and shall utilize all protection necessary for that purpose. All work shall be done at the Engineer's own risk, and the Engineer shall be responsible for any loss of or damage to materials, tools, or other articles used or held by the Engineer for use in connection with the work.

ARTICLE 15

INDEMNITY AGREEMENT

The Engineer shall defend, indemnify and hold the Town, its officers, officials, employees, agents and volunteers harmless from any and all claims, injuries, damages, losses or suits, including all legal costs and attorney's fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the Town. The Town's inspection or acceptance of any of the Engineer's work when completed shall not be grounds to avoid any of these covenants of indemnification.

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 Engineer and the Town, its officers, officials, employees, agents, and volunteers, the Engineer's liability hereunder shall be only to the extent of the Engineer's negligence.

It is further specifically and expressly understood that the indemnification provided herein constitutes the Engineer's waiver of immunity under industrial insurance, Title 51 RCW, solely for the purposes of this indemnification. The parties further acknowledge that they have mutually negotiated this waiver. The Engineer's waiver of immunity under this Section does not include, or extend to, any claims by the Engineer's employees directly against the Engineer.

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

ARTICLE 16

INSURANCE

The Engineer shall procure and maintain for the duration of this Contract, 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 Engineer, its agents, representatives or employees. The Engineer's maintenance of insurance as required by this Contract shall not be construed to limit the liability of the Engineer to the coverage provided by such insurance, or otherwise limit the Town's recourse to any remedy available in law or equity.

A. Public Liability

The insurance required by this Contract shall include Comprehensive General Liability Insurance which shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The Town shall be named as an insured under the Engineer's Commercial General Liability Insurance policy with respect to the work performed for the Town.

COMPREHENSIVE GENERAL LIABILITY

Bodily Injury & Property Damage: \$1,000,000 each person
\$1,000,000 each occurrence
\$2,000,000 general aggregate

AUTOMOBILE LIABILITY

Bodily Injury: \$1,000,000 each person
\$1,000,000 each occurrence

Property Damage: \$1,000,000 single limit

The Agency shall be named as an additional insured as respects this Contract. In conjunction therewith, the Engineer shall furnish a certificate of such insurance to the Agency at the time of execution of this Contract.

Automobile liability insurance shall cover 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.

B. Professional Liability

The Engineer shall provide Professional Errors and Omissions Liability Insurance which shall provide coverage for any negligent professional acts, errors or omissions for which the Engineer is legally responsible, with limits of not less than:

PROFESSIONAL ERRORS \$1,000,000 each occurrence
AND

OMISSIONS LIABILITY \$1,000,000 aggregate

The Engineer shall furnish a certificate of such insurance to the Agency at the time of execution of this Contract.

Engineer shall furnish the Town with original certificates and a copy of the amendatory endorsements, including, but not necessarily limited to the additional limited endorsement evidencing the insurance requirements of the Engineer before execution of the Contract.

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 Engineer's insurance coverage shall be primary insurance as respect the Town. Any insurance, self-insurance or insurance pool coverage maintained by the Town shall be excess of the Engineer's insurance and shall not contribute with it.

2. The Engineer's insurance shall be endorsed to state that coverage shall not be cancelled, except after thirty (30) day's prior written notice by certified mail, return receipt requested, has been given to the Town.
3. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

ARTICLE 17

STATUS OF ENGINEER

The Engineer, its agents, employees, representative or subcontractors are independent contractor operating for its own account, and is in no way and to no extent an employee representative or agent of the Agency. None of the benefits provided by the Town to its employees including, but not limited to, compensation, insurance, and unemployment insurance are available from the Town to its Engineer. The Engineer shall have the sole judgment of the means, mode or manner of the actual performance of this Contract. The Engineer, as an independent contractor, assumes the entire responsibility for carrying out and accomplishing this Contract and is solely responsible for its acts or the acts of its agents, employees, and subcontractors during the performance of this Contract.

ARTICLE 18

CHOICE OF LAW/JURISDICTION/VENUE

This Contract shall be governed as to validity, interpretation, construction and effect, and in all other respects, by the laws of the State of Washington. Jurisdiction of any suit or action arising out of or in connection with this Contract shall be in the State of Washington, and the venue thereof be in the same County as the Agency.

ARTICLE 19

NOTICES

In every case where, under any of the provisions of this Contract or in the opinion of either the Agency or the Engineer or otherwise, it shall or may become necessary or desirable to make, give, or serve any declaration, demand, or notice of any kind or character or for any purpose whatsoever, the same shall be in writing, and it shall be sufficient to either (1) deliver the same or a copy thereof in person to the Mr. Gary Armstrong, if given by the Engineer, or to the President or Secretary of the Engineer personally, if given by the Agency; or (2) mail the same or a copy thereof by registered or certified mail, postage prepaid, addressed to the other party at such address as may have theretofore been designated in writing by such party, by notice served in the manner herein provided, and until some other address shall have been so designated, the address of the Agency for the purpose of mailing such notices shall be as follows:

TOWN OF EATONVILLE
Mr. Gary Armstrong
201 Center Street West
Eatonville, Washington 98328

and the address of the Engineer shall be as follows:

GRAY & OSBORNE, INC.
701 Dexter Ave. North
Suite 200
Seattle, Washington 98109-4339

ARTICLE 20

ATTORNEY'S FEES

The parties agree that in the event a civil action is instituted by either party to enforce any of the terms and conditions of this Contract, or to obtain damages or other redress for any breach hereof, the prevailing party shall be entitled to recover from the other party, in addition to its other remedies, its reasonable attorney's fees in such suit or action and upon any appeal therefrom.

ARTICLE 21

TERMINATION

- A. Termination of Agreement. The Town may terminate this Agreement, for public convenience, the Engineer's default, the Engineer's insolvency or bankruptcy, or the Engineer's assignment for the benefit of creditors, at any time prior to completion of the work described in Exhibit "A." If delivered to the Engineer in person, termination shall be effective immediately upon the Engineer's receipt of the Town's written notice or such date stated in the Town's notice, whichever is later.
- B. Rights Upon Termination. In the event of termination, the Town shall pay for all services satisfactorily performed by the Engineer to the effective date of termination as described on a final invoice submitted to the Town, as long as the services were performed timely under the schedule set forth herein. Said amount shall not exceed the amount in Article 4 above. After termination, the Town may take possession of all records and data in the Engineer's possession pertaining to this Agreement, which records and data may be used by the Town, subject to the provisions in Article 9. Upon termination, the Town may take over the work and prosecute the same to completion, by contract or otherwise.

ARTICLE 22

DURATION OF WORK

There is no provision which identifies the date that the work must be complete. I understand that there are a number of steps involved in the project. However, there are absolute NO deadlines in the Contract at all. The Town should be negotiating with the Engineer for some deadlines to perform the steps involved in the process. At the very least, the Engineer should be providing the Town with the estimate of time to complete each step.

Here is some suggested language for the duration section, once the timing for completion of the individual steps have been established in Exhibit A.

The Town and the Engineer agree that work will begin on the tasks described in Exhibit A upon execution of this Contract by both parties.

ARTICLE 23

TOWN'S RIGHT OF INSPECTION AND ENGINEER'S COMPLIANCE WITH LAW

Even though the Engineer is an independent consultant with the authority to control and direct the performance and details of the work authorized under this Agreement, the work must meet the approval of the Town and shall be subject to the Town's general right of inspection to secure the satisfactory completion thereof. The Engineer agrees to comply with all federal, state and municipal laws, rules and regulations that are now effective or become applicable within the terms of the Contract to the Engineer's performance of the work described herein, the Engineer's business, equipment and personnel engaged in operations covered by this Contract or accruing out of the performance of such operations.

ARTICLE 24

NON-WAIVER OF BREACH

The failure of the Town to insist upon strict performance of any of the covenants and agreements contained herein or to exercise any option herein conferred in one or more instances shall not be construed to be a waiver or relinquishment of said covenants, agreements or options and the same shall be and remain in full force and effect.

ARTICLE 25
MODIFICATION

No waiver, alteration, or modification of any of the provisions of this Contract shall be binding unless in writing and signed by the duly authorized representative of the Town and the Engineer.

ARTICLE 26
INTEGRATION

The written provisions and terms of this Contract, together with Exhibits A-C, attached hereto and incorporated herein, shall supersede all prior verbal statements of any officer or other representative of the Town, and such statements shall not be effective or be construed as entering into or forming a part of or altering in any manner whatsoever, this Contract or the Contract documents. The entire agreement between the parties with respect to the subject matter hereunder is contained in this Contract and its Exhibits. All of these documents are hereby made a part of this Contract and form the Agreement between the parties as fully as if the same were set forth herein. Should any language in any of the Exhibits conflict with the language of this Contract, this Contract shall prevail.

ARTICLE 27
SCHEDULE

Delivery of draft plans, specifications and cost estimate to Town: 60 days following authorization to proceed with work.

Delivery of final plans, specifications and cost estimate to Town: 14 days following receipt of Town's review comments on draft plans, specifications and cost estimate.

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the day and year written below.

ENGINEER: Gray & Osborne, Inc.

AGENCY: Town of Eatonville

By: TL M. Zerkel
(Signature)

By: _____
(Signature)

Name/Title: Thomas M. Zerkel, P.E., President

Name/Title: _____
(Print)

Date: July 22, 2010

Date: _____

"Equal Opportunity/Affirmative Action Employer"

EXHIBIT A
SCOPE OF WORK
TOWN OF EATONVILLE
WWTP SLUDGE LAGOON LINER REPLACEMENT
ENGINEERING DESIGN AND CONSTRUCTION ADMINISTRATION
SERVICES

The proposed project will remove and land apply biosolids that are currently stored in the sludge lagoon at the Town of Eatonville's Wastewater Treatment Plant (WWTP). After the biosolids have been removed, the lagoon will be separated into two cells by construction of a dike across the lagoon, and the lagoon floor and sides will be relined with a single liner system. Existing inlet piping and the floating aerator system will be modified to accommodate the new two-cell lagoon. Once the lagoon has a new liner installed, the lagoon will be placed back into sludge storage service by the Town.

The 3.5-acre lagoon, which was originally constructed in the mid 1960s as a wastewater treatment lagoon, was converted to a sludge storage and digestion lagoon when the existing SBR wastewater treatment plant was constructed in 2002. Based upon previous engineering work and information from Town staff, we understand that the lagoon currently contains approximately 350 dry tons of biosolids. The cost of engineer services provided under this Contract are not dependent on the amount of biosolids in the lagoon. This amount of sludge will be verified by additional measurements conducted by Gray & Osborne, along with laboratory testing of sludge samples to characterize the material and determine compliance with the Department of Ecology's biosolids management regulations (WAC 173-308).

As described in the tasks below, Gray & Osborne will prepare the design and contract documents to be used by a contractor to remove the biosolids, construct a lagoon dike, and reline the lagoon with a single liner, submit the necessary permit applications and environmental review documents for the project, manage the bid process, and monitor the contractor's work.

SCOPE OF WORK

Biosolids Sampling and Analysis

1. Prepare a biosolids sampling plan and submit it to the Washington State Department of Ecology for review and approval.
2. Quantify and characterize the biosolids currently stored in the lagoon. Work will include collecting depth measurements and samples at various locations throughout the lagoon. Samples will be analyzed for total percent solids to more accurately quantify the amount of biosolids currently stored in the lagoon. Samples will also be analyzed for parameters required by the Department of Ecology for characterization as Class B quality in accordance with the requirements of WAC 173-308. We understand that the Town will provide a boat at the WWTP for sludge depth measurements and sample collection by Gray & Osborne.

Permitting

1. Coordinate with the Department of Ecology, Pierce County and the Town of Eatonville to ensure that all permitting requirements are addressed.
2. Prepare a brief letter report for submittal to the Department of Ecology outlining the proposed biosolids sampling and analysis plan, removal and dewatering methods, site to be used for biosolids land application, and modifications to and re-lining of the lagoon. Obtain Ecology's approval of the biosolids removal and land application plan and lagoon re-lining method. Include information on a permanent groundwater monitoring program that will be required by Ecology and implemented by the Town for a single-liner installation.
3. Prepare and submit a SEPA checklist to the Department of Ecology and assist the Town with providing public notice as required. Public notice shall be required for removal and beneficial reuse of lagoon biosolids.
4. Prepare and submit a Construction Stormwater Permit to the Department of Ecology, as needed, for the contractor's proposed area at the WWTP for biosolids dewatering, staging, and stockpiling.
5. Develop information required for permitting of the installation of permanent, shallow groundwater monitoring wells upgradient and downgradient of the lagoon, as required by the Department of Ecology.

Design

1. Conduct site visits and determine as-built conditions. Gather record drawings, specification, and other documentation on the existing lagoon. Discuss project requirements with Town public works staff.
2. Employ a geotechnical subconsultant to develop recommendations for design and construction of permanent, shallow groundwater monitoring wells around the lagoon, as required by the Department of Ecology.
3. Prepare draft plans, specifications, and cost estimate for the biosolids removal and lagoon relining project to approximately 75 percent level of completion for review by the Town. Include the following items in the engineering documents:
 - a. Site drawing showing project location and authorized staging locations.
 - b. Drawings depicting the approximate distribution of biosolids throughout the lagoons.
 - c. Specifications outlining the required level of biosolids removal and approved methods of removal, dewatering and disposal. Also, specifications for new single liner, lagoon dike, and groundwater monitoring wells.

- d. Details of construction of permanent groundwater monitoring wells.
 - e. Details of installation of new HDPE liner.
 - f. Details of construction of new dike to separate lagoon into two cells, including pipe modifications.
4. Prepare final plans, technical specifications, contract documents, and cost estimate for Town review.
 5. Prepare final contract documents. Documents shall be prepared in accordance with USDA -- Rural Development requirements.
 6. Assist the Town with advertising the project for public bid and managing the bid process. Print and distribute plans and specifications to prospective bidders, Town, and select plan centers. Respond to bidders' questions. Prepare and issue addenda, as required. Attend bid opening. Evaluate bids and provide letter of award recommendation to Town.

Construction Administration

1. Schedule and Record Preconstruction Meeting

Coordinate and conduct a preconstruction meeting with the Town staff and the selected general contractor to establish administrative procedures for the project, including requirements of the Department of Ecology and other interested parties.
2. Schedule and Record Job Meetings

Conduct biweekly, or as needed, job meetings with the contractor and the Town. Prepare and distribute minutes of the meetings.
3. Monitor Construction Schedule

Review and comment on the contractor's construction schedule. Monitor the contractor's progress in relation to the schedule. Issue weekly reports to the Town and contractor on construction time consumed on the project to keep all parties involved advised on the time limit as it relates to penalties for failure to perform on schedule. A total of 30 days of on-site monitoring are included.
4. Prepare Monthly Progress Estimates/USDA -- RD Outlay Reports

Review the contractor's monthly progress payment requests and prepare monthly progress estimates based on the inspector's judgment of the value of work completed during the pay period.

Prepare monthly outlay reports for submittal to USDA – Rural Development. Coordinate with the Town and USDA – RD to provide RD with project status update.

5. Negotiate Change Orders

Represent the Town's interest in negotiation of change orders with the contractor. Prepare change orders for execution by the contractor subject to approval and authorization by the Town.

6. Prepare and Maintain Project Records

Prepare and maintain daily logs, weekly schedule reports, job site photos, quantity measurements, and correspondence.

7. Review Shop Drawing Submittals

Review shop drawing submittals for compliance with design intent and general conformity to the contract drawings and specifications.

8. Review "Or Equal" Products

Review proposals from the contractor to substitute an "or equal" product for a specified product based on design intent and general conformity to the contract drawings and specifications.

9. Clarify Design Intent

Respond to the contractor's questions and provide interpretation of the contract specifications and drawings, which address and clarify design intent. Prepare supplementary sketches to clarify conditions. Maintain records of telephone meetings concerning design intent.

10. Evaluate Change Orders

Estimate the added or reduced cost of changes during construction to be used in negotiation of contract change orders as directed by the Town. Provide engineering design for change orders. Evaluate the impact of change orders on the construction schedule and recommend eligible time extensions.

11. Provide Field Observation

Provide part-time inspection to observe, in general, conformance of the contractor's work with plans and specifications. Inspection coverage will vary depending on activity at the site. The Inspector shall not, however, be responsible for the construction means, methods, or sequences, or for safety precautions used in carrying on the work of contractors.

12. Conduct Final Inspections

Conduct substantial completion inspections, issue punch lists, review compliance, and recommend acceptance by the Town. Submit construction completion documentation to Ecology.

13. Project Closeout

Obtain from the contractor all bonds, guarantees, O&M manuals, and record drawings.

14. Record Drawings

Prepare reproducible record drawings from marked up sets of drawings maintained and prepared by the contractor and reviewed by the Inspector. Furnish the Town three sets of vellum documents and AutoCAD diskette files of record drawings.

NOT INCLUDED IN SCOPE OF WORK

1. Supply of boat to conduct lagoon biosolids sampling.

DOCUMENTS PROVIDED BY OWNER

1. WWTP and lagoon existing engineering reports, as-built drawings, existing soils reports, previous biosolids management plans and biosolids sampling and quantification data.

EXHIBIT "B"
ENGINEERING SERVICES
SCOPE AND ESTIMATED COST

Town of Eatonville - WWTP Sludge Lagoon Liner Replacement Project Design and Construction Administration

Tasks	Principal Hours	Project Mgr. Hours	Civil Eng. Hours	Enviro. Specialist Hours	Resident Inspector Hours	CADD Tech. Hours
1 Biosolids Sampling and Analysis	1	4	20			
2 Permitting	1	2	4	16		
4 Design	2	8	100			60
5 Design QA/QC	2	4	4			
6 Construction Administration	2	8	60		240	
7 Record Drawings	1	4	4			8
Hour Estimate:	9	30	192	16	240	68
Estimated Hourly Rates:	\$56	\$46	\$36	\$38	\$40	\$28
Direct Labor Cost	\$504	\$1,380	\$6,912	\$608	\$9,600	\$1,904

Subtotal Direct Labor: \$ 20,908
 Indirect Costs (171%) (See Exhibit C): \$ 35,753
 Total Labor Cost \$ 56,661
 Fee (15%): \$ 8,499
 Subtotal Labor & Fees: \$ 65,160
 Direct Non-Salary Cost:
 Mileage & Expenses (Mileage @ \$0.50/mile) \$ 800
 Printing \$ 500
 Subconsultants
 Laboratory Analysis \$ 4,000
 Geotechnical (HWA GeoSciences, Inc.) \$ 5,000
 Subconsultant Markup (10%) \$ 900

TOTAL ESTIMATED COST: \$ 76,360

EXHIBIT "C"

GRAY & OSBORNE

COMPUTATION OF OVERHEAD MULTIPLIER

Federal, State, and Local Taxes	23.87%
Insurance and Medical	19.27%
Professional Development and Education	6.32%
Vacations and Holidays	13.95%
Administration (Typing, CADD, GIS, Computer)**	46.92%
Rent, Utilities, and Depreciation.....	14.74%
Office Expenses	11.40%
Recruiting.....	1.18%
Professional Services	1.23%
Incentive & Retirement.....	31.57%
Facilities Cost of Capital.....	0.55%
TOTAL:	171%

**PROFESSIONAL ENGINEERING SERVICES CONTRACT
ENGINEER'S REPRESENTATIVE PAYROLL RATES
THROUGH JUNE 15, 2011***

<u>Employee Classification</u>	<u>Payroll Rates</u>		
Draftsman/Technician/Engineering Intern	\$15.00	to	\$33.00
Design/Civil Engineers	18.00	to	36.00
Electrical/Structural Engineers	24.00	to	50.00
Environmental Tech./Specialist	27.00	to	38.00
Project Engineers	25.00	to	48.00
Principal Engineers/Project Managers	32.00	to	56.00
Field Inspectors/Resident Engineers	22.00	to	45.00
Field Survey Crew (2 Person)	43.00	to	75.00
Field Survey Crew (3 Person)	70.00	to	98.00
Professional Land Surveyor	33.00	to	42.00
Secretary/Word Processor		N/A**	

* Updated annually, together with the overhead.

All actual out-of-pocket expenses incurred directly on the project are added to the billing. The billing is based on direct out-of-pocket expenses; meals, lodging, laboratory testing and transportation. The transportation rate is \$0.50s per mile or the current maximum IRS rate without receipt IRS Section 162(a).

** Administration expenses include secretarial and clerical work; GIS, CADD, and computer equipment; owned survey equipment and tools (stakes, hubs, lath, etc. – Note: mileage billed separately at rate noted); miscellaneous administration tasks; facsimiles; telephone; and printing costs, which are less than \$150.

RESOLUTION 2010-DD

A RESOLUTION OF THE EATONVILLE TOWN COUNCIL TO AUTHORIZE THE EXECUTION OF A PROFESSIONAL ENGINEERING SERVICES CONTRACT WITH GRAY AND OSBORNE, INC.

WHEREAS, the Town of Eatonville has selected Gray & Osborne, Inc. from our consultant roster to provide Professional Engineering Services for the Town of Eatonville's Wastewater Treatment and Collection System Project;

WHEREAS, the cost for the services as shown in the consultant agreement and scope of services attached hereto are not to exceed \$76,360.00, now therefore,

BE IT RESOLVED by the Council of the Town of Eatonville to authorize the execution of the Professional Engineering Services Agreement with Gray & Osborne, Inc., attached hereto for an amount not to exceed \$76,360.00.

Passed by the Council of the Town of Eatonville at a regular meeting this 26th day of July, 2010.

Raymond Harper, Mayor

ATTEST:

Chrystal McGlone, Town Clerk

APPROVED AS TO FORM:

Town Attorney

*Groundwork
DOE*

RESOLUTION 2010-DD

**A RESOLUTION OF THE EATONVILLE TOWN COUNCIL AUTHORIZING THE MAYOR
TO SIGN A MEMORANDUM OF AGREEMENT WITH TACOMA-PIERCE COUNTY
HEALTH ESTABLISHING A COMMUNITY-BASED COLLECTION PROGRAM FOR WASTE
PHARMACEUTICALS**

WHEREAS, the Town of Eatonville through the Public Safety department and Tacoma-Pierce County Health Department agree to enter into the attached Agreement to support the proper collection and disposal of outdated or unwanted pharmaceuticals; and

WHEREAS, the agreement shall become effective upon signature by representatives of both Health Department and the Town of Eatonville, and shall be effective until terminated or modified;

BE IT RESOLVED by the Council of the Town of Eatonville as follows:

Section 1. The Council hereby authorizes the Mayor to sign a Memorandum of Agreement to establish a community-based collection program for waste pharmaceuticals with Tacoma-Pierce County Health Department.

Passed by the Council of the Town of Eatonville at a regular meeting this 26th day of July, 2010.

Raymond Harper, Mayor

ATTEST:

Chrystal McGlone, Town Clerk

APPROVED AS TO FORM:

Town Attorney

**MEMORANDUM OF AGREEMENT
BETWEEN
CITY OF EATONVILLE
AND
TACOMA-PIERCE COUNTY HEALTH DEPARTMENT**

PURPOSE AND SCOPE

The purpose of this agreement is to identify responsibilities and to coordinate available resources in order to establish a community-based collection program for waste pharmaceuticals.

The City of Eatonville ("City"), through the Public Safety Department and Tacoma-Pierce County Health Department ("Health Department") agree to enter into this Agreement to support the proper collection and disposal of outdated or unwanted pharmaceuticals, including over-the-counter medications, prescription drugs, and controlled substances (schedule I-V narcotics).

This agreement shall become effective upon signature by representatives of both Health Department and the City of Eatonville, and shall be effective until terminated or modified.

CITY AGREES TO:

1. Provide a secure location for a pharmaceutical collection drop box.
2. Ensure adequate staffing and resources are available to maintain collection program.
3. Comply with the conditional exclusion found in WAC 173-303-071(nn).
4. Maintain disposal records (by weight) for pharmaceuticals collected under the scope of this program.
5. Report to the Health Department, on a periodic basis, pharmaceutical disposal totals (by weight).
6. Return the collection drop box if discontinuing pharmaceutical collection and disposal program.

HEALTH DEPARTMENT AGREES TO:

1. Supply pharmaceutical collection drop box and installation hardware.
2. Coordinate advertising and branding of collection program as desired by the City.
3. Provide technical assistance as needed.

TERMINATION OR MODIFICATION OF AGREEMENT

This agreement can be terminated by either the Health Department or the City of Eatonville, provided that at least 30 days written notice is provided to the other party. The terminating party is under no obligation to show cause for such termination. However, in the event this agreement is terminated, both parties agree to work cooperatively to resolve any related administrative or procedural issues that arise.

This agreement may be modified or superseded at any time upon written agreement by both parties.

By signing this agreement both the Health Department and City of Eatonville hereby agree to the terms and conditions as noted above.

IN WITNESS WHEREOF, the parties hereby execute this Agreement:

Tacoma-Pierce County Health Department

City of Eatonville



Steve Marek
Division Director, Environmental Health
Tacoma-Pierce County Health Department

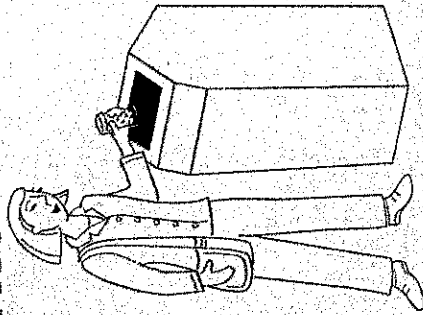
Name:
TITLE:
DATE:

June 1, 2010

Medication Disposal Unit

What to do:

1. Gather your unwanted medications and other approved items (see list). Leave items in the original containers. Mark out any personal information if you wish.
2. Bring items to this collection site. Deposit into this medication disposal unit.

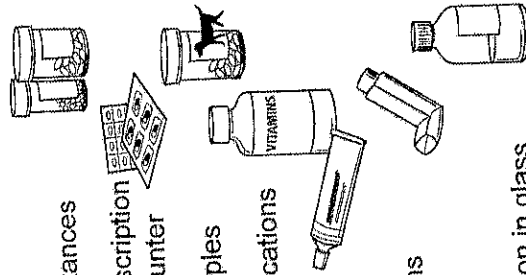


Trecoma | Pierce County
Health Department
Hennricher, Stifer, Stimmer
www.pand.org

What items can you return for safe disposal?

Return YES

- Controlled substances
- Medication: prescription and over-the-counter
- Medication samples
- Veterinary medications
- Vitamins
- Medicated ointments/lotions
- Inhalers
- Liquid medication in glass



Do not return NO

- Needles
- Thermometers
- IV bags
- Bloody or infectious waste
- Personal care products
- Hydrogen peroxide
- Empty containers
- Business waste

