

**MEMORANDUM**  
**For Meeting of December 9, 2008**

TO: Mayor and Councilmembers  
 THROUGH: Steve Worthington  
 FROM: Russ Blount and Ken Gill  
 SUBJECT: **Resolution 1271** - Accept Grant from DOE and Authorize  
 Waste Pad Shed Construction Agreement

**REPORT IN BRIEF:** Accept a \$75,000 grant from the Department of Ecology and authorize City Manager signature of a contract with All Purpose Structures of Sumner to construct roof over the existing street sweeping/sanitary sewer dump pad located at Fife Public Works.

**BACKGROUND:** In 1997 a two cell concrete pad was constructed for the purpose of removing water from wastes generated from street sweeping or vactor truck activities required for maintenance of streets and sanitary sewer pump stations. The waste water is routed through a sand filter and oil/water separator before discharge to sanitary sewer. The original design required a roof to divert clean water to the Erdahl Ditch; we understand it was not installed at time of construction due to budget. Staff applied for and was awarded a \$75,000 grant from the Department of Ecology.

Staff obtained three bids in accordance with small works procedures described in FMC 2.90; All Purpose Structures was the apparent low bidder at \$75, 558 w/o sales tax. Staff negotiated a price of \$72,380 so that the total cost including sales tax (\$2,620) does not exceed the \$75,000 grant amount.

**ATTACHMENTS:** Resolution 1271, \$75,000 grant from the Department of Ecology.

**DISCUSSION:** Installing a roof with gutters will route clean water to the Bay in lieu of to the sanitary sewer treatment plant.

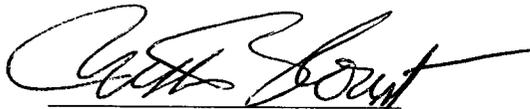
**FISCAL IMPACT:** None.

**ALTERNATIVE COURSES OF ACTION:**

1. Approve Resolution 1271 as written.
2. Amend Resolution 1271, then approve the amended resolution.
3. Defer approval of Resolution 1271.

**RECOMMENDATIONS:** Approve Resolution 1271 as written.

**SUGGESTED MOTION:** Motion to approve Resolution 1271 as written.



Russ Blount  
 Public Works Director

Approved for Agenda



Steve Worthington  
 City Manager

RESOLUTION NO. 1271

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIFE, PIERCE COUNTY, WASHINGTON AUTHORIZING THE ACCEPTANCE OF A GRANT FROM THE DEPARTMENT OF ECOLOGY AND THE CITY MANAGER TO AUTHORIZE AN CONTRACT WITH ALL PURPOSE STRUCTURES, INC OF SUMNER WASHINGTON

WHEREAS, on December 12, 2007 the City of Fife was awarded a grant in the amount of \$75,000 from the Department of Ecology for the purpose of improving storm water quality; and

WHEREAS, the grant funds may be used to construct a metal building over the existing street sweeping/sanitary sewer dump pad located at Fife Public Works; and

WHEREAS, staff has obtained 3 bids for a 30 foot width by 100 foot length by 22 foot eave height metal building over the dump pad; and

WHEREAS, All Purpose Structures, Inc. of Sumner Washington is the apparent low bidder; and

WHEREAS, the installation of the roof will route roof water to the Erdahl Ditch and Commencement Bay in lieu of the Tacoma Sanitary Sewer Treatment Plant; now therefore

BE IT RESOLVED that the City Council accepts the \$75,000 grant from the Department of Ecology and hereby authorizes the City Manager to execute on behalf of the City of Fife, a contract with All Purpose Structures, Inc. in the form attached hereto as Exhibit "A," in the amount of \$72,380.00 plus tax.

ADOPTED by the City Council at an open public meeting held on the \_\_\_th day of December, 2008.

\_\_\_\_\_  
Barry D. Johnson., Mayor

Attest:

\_\_\_\_\_  
Steve Marcotte, City Clerk

# ALL-PURPOSE STRUCTURES, INC.

www.allpurposestructures.com

Contract Number  
Washington General Contractors  
License Number ALLPUS1110NH

ROOFING, S  
Roof

P.O. Box 367, 1408 Hubbard St. Sumner, Washington 98390 • (253) 862-1255 • 1-800-678-7761 • FAX (253) 862-1443

## SALES CONTRACT AND WORK ORDER

I/we, the owner(s) of the premises mentioned below, hereby authorize you, as contractor, to furnish all necessary materials, labor and workmanship to install, construct and place the improvements according to the following specifications, terms and conditions, on the premises described below.

Owner's Name Jife Public Works Home Phone \_\_\_\_\_  
 Owner's Mailing Address 3125 Pac Hwy E City Jife Zip 98424 Work Phone 253-922-9315  
 Job Address Same City \_\_\_\_\_ Zip \_\_\_\_\_ Direct Cell Phone 896-8208 Ken Gill  
 County Pierce Permit Jurisdiction City of Payer \_\_\_\_\_  
 Intended Use Covered Dump Pad Tax Acct. No. \_\_\_\_\_ Other \_\_\_\_\_

Nearest Medical Facility \_\_\_\_\_  
**TERMS OF PAYMENT** I hereby agree to make the following payments in satisfaction of the below unpaid balance at the stated times of construction progress. I understand that there will be a \$25.00 charge for returned checks.

Price of Building \$	Additional Work	For
<u>972,380.00</u>	Upon Issuance of permit.	
<u>8.3% Sales Tax 2,620.00</u>	Upon start of construction - digging of holes	
	Upon completion of roof framing	
<b>AMOUNT OF CONTRACT</b> <u>75,000.00</u>	Upon completion of structure, prior to concrete & Overhead Doors	
<b>AMOUNT OF DEPOSIT</b> _____	Upon completion of construction, plus permit & administrative fees.	
<b>UNPAID BALANCE</b> \$ _____	When _____	

Occupancy of the building by owner constitutes acceptance of the building as complete. In the event other sub-contractors are hired by owner, payment shall be due to All-Purpose Structures when our scope of work is completed as specified herein, regardless of final permit status.

Property owner is responsible to complete any additional requirements set forth by the permitting agency prior to final inspection, which are not specified in this contract. Such requirements that are deemed the homeowner's responsibility will not delay All-Purpose Structures final payment.

Should property owner hire other sub-contractors, have additional requirements to meet from the permitting agency or wish to do further work on his/her own on the project, it then becomes the customer's responsibility to call for final inspection. Failure to call for final inspection on your project may result in additional fees & penalties from the permitting agency, which will be the property owner's responsibility.

Owner agrees that any work which he intends to either perform himself, or through subcontractors; including but not limited to; interior improvements, electrical, plumbing, painting and insulation; will not begin until All Purpose Structures' scope of work has been completed and we have obtained the appropriate building inspections. In the event that such work needs to happen during the course of construction, the owner agrees to coordinate scheduling with All Purpose Structures and further to arrange for this work to be accomplished without delay to the construction schedule of All Purpose Structures.

Owner understands if delays occur due to work done by others, All Purpose Structures scheduling for construction continuation of project will be altered. If delays are incurred from owner or his/her subcontractors, All Purpose Structures, Inc. will be entitled to payment in full for all work performed to date.

Even if all monies have been received, All Purpose Structures, Inc. accepts all responsibility for our portion of the work, and will guarantee timely correction, should anything be required by the permitting agency.

I hereby agree to the above terms & conditions: KWG Owner Initial

BUILDING SIZE 30' WIDTH X 100' LENGTH X 22' EAVE HT.  POST-FRAME  PRE-ENGINEERED STEEL  STICK BUILT  
 Snow Load 25# Wind Load 85MPH Exposure B  
 Minimum Clear Height Required 19' Roof Pitch 4:12 TRUSS:  Wood  Steel

We do not guarantee leakage for roofs less than 3:12 pitch with no overhangs N/A Owner Initial

COMMENTS Build on 2' Wall  
 SECOND FLOOR OR LOFT SIZE N/A CLEARANCE REQUIRED \_\_\_\_\_  
 DESCRIPTION OF SECOND FLOOR ACCESS \_\_\_\_\_

ROOF DESIGN: Full Span  Post & Rafter  Gable  Monitor  Gambrel  Single Slope  Hip  Clerestory

COMMENTS \_\_\_\_\_  
 OVERHANG SIZE N/A LOCATION N \_\_\_\_\_ S \_\_\_\_\_ E \_\_\_\_\_ W \_\_\_\_\_ SOFFIT   
 If owner chooses not to include overhangs, All Purpose Structures does not guarantee leakage or warpage of wood products directly exposed to weather.

KWG Owner Initial  
 Other \_\_\_\_\_

### SITE PREPARATION & CONDITION

- (Owner Initial) It is the customer's responsibility to identify the accurate location of property lines. If this is unknown, it may be necessary for the customer to employ a surveyor for such verification.
- (Owner Initial) It is the customer's responsibility to locate, identify and clearly mark all underground utilities prior to construction start. If this is unknown, then it may be necessary for customer to call for a locate. That number is 1-800-424-5555. This should be done after all your site preparation is completed. All Purpose Structures will not be held responsible for any damage caused by our crews due to unmarked, mistakenly marked or unclearly marked locations.
- (Owner Initial) Owner to Clear & Level Site by \_\_\_\_\_ Building will be placed at high point of site pad.
- (Owner Initial) Contractor to clear & level site and owner agrees to reimburse contractor for time and materials required including, but not limited to required fill, excavation, clearing of debris, trees and/or demolition and removal.
- (Owner Initial) Due to the Northwest's ever changing weather conditions, ALL PURPOSE STRUCTURES accepts no responsibility for final site condition caused by normal construction activity; including tire trails or ruts left by trucks or other heavy equipment.
- Erosion control as required by governing entity is responsibility of the customer
- All Purpose Structures, Inc. reserves the right to pass on extra labor charges, extra equipment charges, plus mark up, if site is not prepared with a minimum of 5 foot clearance on all sides of the building pad. These charges will be added to this contract for sites that have drop offs, or sites that are backed up to hills, hedges, trees, walls or other buildings. Extra labor & equipment will also apply to open trenches within and surrounding the building pad. These charges will be assessed at time of start of construction.
- Overhead wires that are not a minimum of 3 feet clearance from the roof peak must be moved before construction start. This will be the owner's responsibility to work with the responsible utility.

COMMENTS CITY TO REMOVE HOSE [SIB] AND AS MUCH MATERIAL AS POSSIBLE FROM GRAVEL CELL.

CONCRETE SLAB N/A "Thick \_\_\_\_\_ x \_\_\_\_\_ plus 18" apron in front of all overhead doors. This contract allows for \_\_\_\_\_ yards of concrete. The final grade of your site and building size will determine how much concrete is used. Any additional yardage over the amount stated above will be billed to the customer at cost plus labor plus markup N/A Owner Initial

EXTRA CONCRETE WORK: \_\_\_\_\_

OPTIONS:  Wire Mesh  Fibre Mesh  Shop Smooth Finish  Broom Finish  Vapor Barrier  Floor Drain  Flat Slab (no slope)

Comments \_\_\_\_\_  
 (Owner Initial) Owner acknowledges that additional site work, including but not limited to grading or additional fill, may be require before concrete is poured, whether by All-Purpose Structures, Inc. or by others. Any final site preparation required, to be the responsibility of customer, unless specifically included in this contract or added by change order. All-Purpose Structures, Inc. does not take responsibility for changes in site condition due to normal construction process and/or weather.  
 All-Purpose Structures, Inc. is not responsible for removal of concrete forms. We recommend a minimum of 36 hours before forms are removed.  
 Concrete stoops are responsibility of \_\_\_\_\_  
 Comments \_\_\_\_\_

CAUTION: CONCRETE floors may crack in the Pacific Northwest for any number of reasons. Therefore, we will not be responsible for cracks in concrete floors. However, we use only the highest quality materials all in accordance with local construction standards. Imperfection in surface levels is unavoidable and, therefore, is not guaranteed. Flat slabs may collect water in puddles and are not recommended in areas where water may be present. KWG Owner Initial

WALL LIGHT PANELS

6" WALL FRAMING

INSULATION

SERVICE DOORS

OVERHEAD DOORS

All Purpose tion. This In

STALLS

SLIDING DOORS

WINDOWS VINYL

VENTS

GUTTER & DOWNSPI & SPLASH BLOCKS

OTHER IT

"FIRE RAT ELECTRIC TO JOBS"

• Permits v  
 • All Purp will vary \$ \_\_\_\_\_ takes re:

• If All Purp costs are reimburs

• Customr Check R

• Construc  
 • Customr caulking,

ROOFING, SIDING & TRIM 29ga Ultra Panel Gauge & Type Dark Blue Color

Roofing:  Metal  Composition  25 yr  30 yr  40 yr  50 yr  
 Other \_\_\_\_\_ Color & Type \_\_\_\_\_

Siding:  Metal 29ga. Ultra Panel Gauge & Type Light Stone Color  
 Wainscoat \_\_\_\_\_ Wall Location \_\_\_\_\_  
 Wood  T-II OSB  2"x6"  T-1-11  Hardi-Plank  Hardi-Panel  4" on center  8" on center  Other \_\_\_\_\_  
 Other \_\_\_\_\_ Height \_\_\_\_\_

Trim:  Metal 29ga. Light Stone Color \_\_\_\_\_ Location \_\_\_\_\_ Color \_\_\_\_\_ Location \_\_\_\_\_  
 Cedar \_\_\_\_\_ Location \_\_\_\_\_  
 Other \_\_\_\_\_

WALL LIGHT PANELS: Fiberglass  Lexan  \_\_\_\_\_ " HIGH X \_\_\_\_\_ FT. LOCATION ON WALLS N \_\_\_\_\_ S \_\_\_\_\_ E \_\_\_\_\_ W \_\_\_\_\_  
 Comments: N/A

6" WALL FRAMING:  EAVE  GABLE LOCATION: \_\_\_\_\_  
 Comments: N/A

INSULATION: Vinyl Backed Fiberglass: Thickness 2" MBI Location/s:  Roof  Walls  Gables  
 Comments: \_\_\_\_\_

SERVICE DOORS: All service doors are primed only. Qty \_\_\_\_\_ Size \_\_\_\_\_ Series \_\_\_\_\_ Raised Panel \_\_\_\_\_  
 Qty \_\_\_\_\_ Size \_\_\_\_\_ Series \_\_\_\_\_ Raised Panel \_\_\_\_\_  
 Qty \_\_\_\_\_ Size \_\_\_\_\_ Series \_\_\_\_\_ Raised Panel \_\_\_\_\_  
 Options:  Dead Bolt  Lever Lock  Latch Guard (on swing out doors only)  
 Comments: N/A

OVERHEAD DOORS: Qty \_\_\_\_\_ Size \_\_\_\_\_ DOOR TYPE:  Steel Ribbed  Raised Panel  Wood  Insulated  
 Options:  Electric Operator  Chainhoist  
 Comments: N/A

All Purpose Structures, Inc. takes no responsibility for the operation of overhead doors if said doors have been adjusted, changed or modified by others in any way after our installation. This includes the installation of overhead door operators, if installed after the fact.  Owner Initial

STALLS: QTY \_\_\_\_\_ 10X10 \_\_\_\_\_ 12X12 \_\_\_\_\_ FEED DOOR \_\_\_\_\_ DIVIDER GRILLS \_\_\_\_\_ OTHER \_\_\_\_\_  
 Comments: N/A  
 T&G is installed on exterior walls as standard. T&G on inside of stall wall is optional and not provided unless specifically written in contract.  Owner Initial

SLIDING DOORS: TYPE OF SLIDER \_\_\_\_\_  
 QTY \_\_\_\_\_ WIDTH \_\_\_\_\_ X HEIGHT \_\_\_\_\_ WITH MINIMUM WIDTH CLEARANCE OF \_\_\_\_\_ X \_\_\_\_\_  
 TYPE OF SLIDER \_\_\_\_\_  
 QTY \_\_\_\_\_ WIDTH \_\_\_\_\_ X HEIGHT \_\_\_\_\_ WITH MINIMUM WIDTH CLEARANCE OF \_\_\_\_\_ X \_\_\_\_\_  
 Comments: N/A

WINDOWS VINYL: QTY \_\_\_\_\_ WIDTH \_\_\_\_\_ X HEIGHT \_\_\_\_\_ QTY \_\_\_\_\_ WIDTH \_\_\_\_\_ X HEIGHT \_\_\_\_\_  
 Comments: N/A

VENTS: 12" x 18" \_\_\_\_\_ TYPE:  VINYL  CEDAR  OTHER \_\_\_\_\_

GUTTER & DOWNSPOUTS & SPLASH BLOCKS: EAVES 100' LENGTH AND 2 DOWNSPOUTS 22' LENGTH (front)  
 STANDARD COLOR SUPPLIED ON GUTTERS IS WHITE. ANY OTHER COLOR IS SPECIAL ORDERED AND NOT GUARANTEED TO MATCH METAL SIDING AND ROOF COLORS. IN ORDER FOR GUTTERS TO BE EFFECTIVE, WE RECOMMEND ONE DOWNSPOUT FOR EVERY 750 SQUARE FEET OF ROOF SURFACE. IMPORTANT NOTE: MANY PERMITTING AGENCIES REQUIRE GUTTERS & DOWNSPOUTS OR OTHER TYPES OF SURFACE WATER MANAGEMENT PRIOR TO ISSUING THE BUILDING FINAL. IF YOU HAVE CHOSEN NOT TO ADDRESS THIS INCLUSIVE OF THIS CONTRACT, IT IS CLEARLY UNDERSTOOD THAT THIS IS THE OWNER'S RESPONSIBILITY AND WILL NOT DELAY FINAL PAYMENT.  Owner Initial

ALL PURPOSE STRUCTURES, INC. IS NOT RESPONSIBLE FOR MAINTENANCE OF GUTTERS.

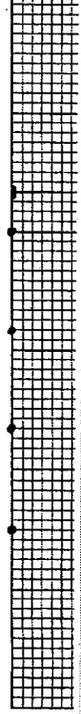
OTHER ITEMS: \* Fine Grading Work

\*FIRE RATED CONSTRUCTION MAY BE REQUIRED BY LOCAL OR NATIONAL CODE. THIS WILL BE AN ADDITIONAL COST TO OWNER.  
 ELECTRICAL POWER:  Power provided by Customer. Must be a minimum of 20 amp breaker. Location of Power Outlet Existing Shop  
 If provided by ALL PURPOSE STRUCTURES. Generator will be provided at additional charge of \$100.00 per week and will be added to the contract at the final billing.  Owner Initial

- Permits will be submitted by All-Purpose Structures.  Customer
- All Purpose Structures offers permit submittal services, the cost of which will vary by County and application. Customer agrees that the cost of \$ \_\_\_\_\_ will be added to this contract if All Purpose Structures takes responsibility for permit administration.
- If All Purpose Structures, Inc. pays for the cost of all or part of the permit fees, those costs are considered part of this contract and are taxable. Customer agrees to reimburse All Purpose Structures, Inc. for the cost of permit plus tax.
- Customer to provide check to alleviate sales tax on permit fees. Check Received \_\_\_\_\_
- Construction lien information given to customer. x \_\_\_\_\_
- Customer understands that All Purpose Structures does not do as standard any caulking, painting or staining.
- Any equipment provided by All-Purpose Structures, Inc. is for the exclusive use of their employees and subcontractors. X \_\_\_\_\_
- Sonotubes or other equipment required for abnormal hole conditions will be additional cost to owner. X \_\_\_\_\_
- If Sonotubes are necessary on project, All Purpose Structures does not level off the tube on the outside of the building. Final outside grade is the responsible of the customer.
- Post hole dirt and/or rocks are left on the jobsite unless otherwise noted on contract. An additional charge will be added for removal or relocation.
- Fill and/or fine grade material as required, and labor is to be provided and paid for by owner and is not part of this contract and agreement unless otherwise stated. Fine grading and fill pertains to the inside of the building only.

SITE ACCESS  
 Salesman's asses

Customer acknow  
 construction proce  
 if access to job site  
 and further to hold  
 pump trucks, sma



- Contractor w
- This contrac
- On or before financing ad
- This contrac to owner.
- If it agreed d
- In the event Contractor f
- It is mutually  
 7.1 If the Co Agent is pending  
 7.2 Should differing by Cha
- All material
- Contractor t
- Any soils or
- All Purpose by said gov
- If the entire of complete
- All Change- items quote 13.1A1 Pun
- Canoe/flack is in default is due withi  
 • If this cor include, but tax is to be c permit.  
 • If this cor
- All Purpose materiel mt
- All Purpose Structures : constructio
- Should our Such invok
- The under: represent the only as

Company workman:  
 NOTICE TRANSAC  
 IN WITNI  
 Signed \_\_\_\_\_  
 ALL-PUF  
 Acceptec

SITE ACCESS

Salesman's assessment to jobsite access

Good

Customer acknowledges that All Purpose Structures needs to have access to jobsite for ingress & egress. Damage can happen to property due to weather conditions, excavation, heavy equipment and the general construction process. It is the customer's responsibility to cordon off any areas that are sensitive to the weight or damage from heavy equipment such as but not limited to; drainfields, plants or existing structures. If access to job site is through property other than that belonging to owner, it is the owner's responsibility to obtain written permission for All Purpose Structures, its vendors and subcontractors to use such property and further to hold All Purpose Structures harmless for any damage on said property which falls inside the cordoned area for trespass. Extra charges may apply for sites which require hand unloading, moving material, pump trucks, small trucks, steep roads or roads with numerous switchbacks.

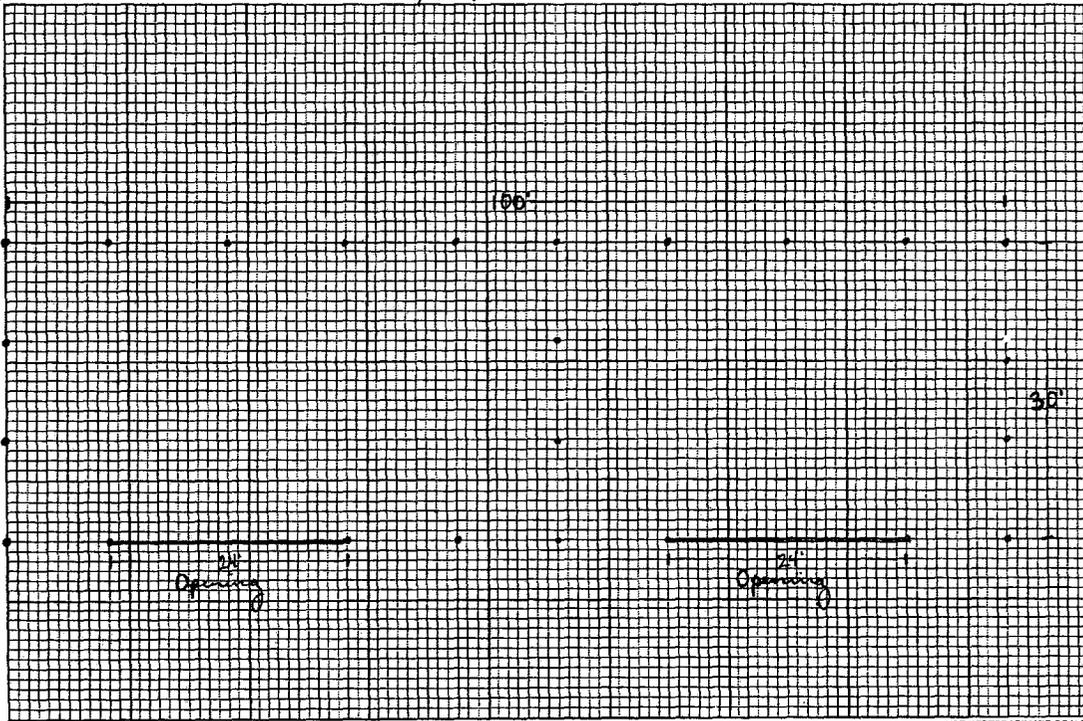
W

er Initial

r Installa-

mer Initial

3. IN ORDER  
ES REQUIRE  
S INCLUSIVE



- Contractor will perform all work under this contract in a workmanlike manner, commensurate with existing trade practice.
- This contract and agreement shall become binding upon owner only after expiration of the below stated rescission period and after acceptance by an officer of ALL-PURPOSE STRUCTURES, INC.
- On or before completion of the work described herein, owner agrees to make full payment of this contract, in cash or to execute necessary papers to finance said payment according to above terms or other financing satisfactory to the contractor.
- This contract may be terminated at the option of the Contractor if said contract cannot be financed or constructed. Expenses incurred by contractor will be deducted from down payment and balance returned to owner.
- It is agreed that all payments hereunder shall be made to Contractor's authorized representative.
- In the event it becomes necessary for Contractor to take action to collect any money due under the terms of this agreement, owner agrees to pay, in addition, expenses in a reasonable sum incurred by the Contractor for the above to include attorneys fees and lien fees. Liens will not be released until the interest & cost of lien has been paid.
- It is mutually agreed between the parties hereto: That the Contractor shall not be responsible for damage or delay due to strike, fire, accidents, non-availability of materials or other causes beyond his control.
  - If the Contractor is delayed at any time in the progress of the Work by any act or neglect of the Owner, by any employee of the Owner, by any separate contractor employed by the Owner, or his authorized Agent by changes ordered in the Work, or by labor disputes, fire, unusual delay in transportation, unavoidable casualties or any causes beyond the Contractor's control, or by delay authorized by the Owner pending arbitration, or by any cause which may justify the delay, then the Contract Time and Cost shall be extended by Change Order for such reasonable Time and Costs as may be determined.
  - Should concealed conditions encountered in the performance of the Work be at variance with the conditions indicated by the Contract Documents or should unknown physical conditions of an unusual nature, differing from those ordinarily encountered and generally recognized as inherent in the character of the Work provided for in this Contract, be encountered, the Contract Sum shall be equitably adjusted by Change order upon claim by either party made within a reasonable time after the first observance of the conditions.
- All material delivered to the site by or for the Contractor and not becoming a part of the construction herein referred to, including surplus and scrap material, shall remain the property of the Contractor.
- Contractor assumes no responsibility for stability of the land or soil conditions at the site selected by the owner for placement of the building.
- Any soils or surfaces classified as hazardous material must be disclosed by customer.
- All Purpose Structures, Inc. builds in good faith, from plans approved by regulating governmental agencies. If, however, any changes or modifications are brought forth before, during or after permit approval by said governmental agencies, the customer becomes responsible for extra costs in labor, material and equipment for those changes.
- If the entire unpaid balance of the contract is not paid at the time of completion of the building, owner agrees to pay interest at the rate of 1.5% per month on the remaining balance due from the earlier date of completion, use or occupancy to the date final payment is received by Contractor.
- All Change orders due and payable upon execution of by owner. Changes or additional items added to the contract after construction is underway or after materials have been ordered are more expensive than items quoted in the original proposal.
 

13.1 All Purpose Structures, Inc. reserves the right to re-negotiate this contract should the owner make any changes that are structural or changes that substantially change the complexity of the project.
- Cancellation Policy:** Costs begin accruing against each project immediately after the three (3) day rescission period. In the event the owner cancels his contract after the three (3) day rescission period or otherwise in default of this agreement, cancellation charges will apply. Regardless of project status at time of cancellation, the client agrees that he/she will be responsible for the charges as detailed below. Payment is due within 30 days upon notification of these charges. If payment for this project is from a financial institution, the client acknowledges that these charges become the client's responsibility.
  - If this contract is cancelled prior to the permitting agency advising that the permit has been processed and is ready for issuance, the cancellation charges are as follows - all out of pocket expenses which include, but not limited to: all materials, labor, services, plus reasonable markup on those items, commissions & fees paid. In addition, an administrative fee of 3% of the contract price will be charged. Sales tax to be charged to the sum of these numbers. Exception: All-Purpose Structures, Inc. will waive the administrative fee if owner of All-Purpose Structures, Inc. as the owner's agent is unable to obtain a building permit.
  - If this contract is cancelled after permit issuance, the cancellation charges are the same as the above, except an administrative fee of 5% of the total contract will apply.
- All Purpose Structures, Inc. takes no responsibility for performance or warranty on installed products provided by the customer. If All Purpose Structures, Inc. is installing material provided by customer, said material must be at job site location according to timeline set by All Purpose Structures, Inc. If material is delayed, then customer acknowledges that additional charges may apply.
- All Purpose Structures reserves the right to pass through material price increases on projects not started within 45 days of original contract date. After 180 days or six months from contract signing, All Purpose Structures reserves the right to pass on material price increases plus labor increases. This time-line will not apply if project is permitted, and construction start date is delayed due to All Purpose in-house construction scheduling.
- Should customers choose for whatever reason, to delay project beyond six months from contract date, All Purpose Structures is entitled to invoice hard costs plus mark up for those services performed to date. Such invoice will become immediately due & payable upon receipt.
- The undersigned acknowledges receipt of a true copy of this contract, acknowledges that he/she has read and knows the contents thereof, and understands that no verbal statements of any representative are binding upon the company, unless written into this contract by Addendum or Change Order and approved by the Contractor's Officer, and that this written agreement constitutes the only and entire contract covering the subject matter hereof, there being no inducements, covenants, promises, or agreements, written or oral, except as herein set forth.

I hereby agree to the above & conditions: Owner Initial

All deposits and payment should be made by money order, check, cashier's check or VISA/Mastercard in favor of

ALL-PURPOSE STRUCTURES, INC.

Company's Guarantee: All-Purpose Structures, Inc. guarantees the replacement of defective materials, free of charge, for a period of one year and will guarantee our workmanship for a period of 7 years from the date of completion.

Do not sign this contract until completely filled in. No verbal agreements recognized

NOTICE TO BUYERS: YOU, THE BUYER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. THE UNDERSIGNED WARRANTS THAT THEY HAVE THE LEGAL RIGHT AND AUTHORITY TO AUTHORIZE CONSTRUCTION OF THE DESCRIBED PROPERTY PLEASE READ THIS CONTRACT CAREFULLY - DO NOT SIGN UNTIL ALL AREAS ARE FILLED IN AND YOU ARE SATISFIED THAT THIS CONTRACT HAS BEEN EXPLAINED TO YOUR COMPLETE SATISFACTION. NO VERBAL AGREEMENTS ARE RECOGNIZED.

IN WITNESS WHEREOF, the parties have hereunto signed their names this Nov day of 2008

Signed James Jay Company Representative      Signed X Owner

ALL-PURPOSE STRUCTURES      Officer      Signed      Owner

Handwritten initials and marks on the left margin.



STATE OF WASHINGTON  
DEPARTMENT OF ECOLOGY

PO Box 47600 • Olympia, WA 98504-7600 • 360-407-6000  
711 for Washington Relay Service • Persons with a speech disability can call 877-833-6341

December 12, 2007

Mr. Ken W. Gill, P.E.  
City of Fife  
3725 Pacific Highway East  
Fife, WA 98424

**RECEIVED**

DEC 18 2007

City of Fife  
Public Works

**Re: Local Government Stormwater Grants Program  
Agreement No. G0800274  
Fife Local Government Stormwater Grant**

Dear Mr. Gill:

Enclosed is a signed original of the above-referenced grant agreement between the Department of Ecology and the City of Fife.

If you have any questions, please call me at (360) 407-7489, or email me at [mety461@ecy.wa.gov](mailto:mety461@ecy.wa.gov).

Sincerely,

Melanie Tyler  
Grant Financial Manager  
Water Quality Program

Enclosure



**SIGNATURE AUTHORIZATION FORM  
FOR GRANT/LOAN RECIPIENTS**

DEC 05 2007

WATER QUALITY PROGRAM



Department of Ecology  
Water Quality Program  
PO Box 47600  
Olympia, WA 98504-7600  
Phone: (360) 407-6600  
FAX: (360) 407-7151

Name of Organization	Date Submitted
CITY OF FIFE	11/30/07

Project Title	Agreement Number
FIFE LOCAL GOVERNMENT STORMWATER GRANT	G0800274

AUTHORIZING SIGNATORY		
Signature	Print or Type	Title/Term of Office

AUTHORIZED TO SIGN AGREEMENT AMENDMENTS		
Signature	Print or Type	Title
	Russ Blount	Public Works Director

AUTHORIZED TO SIGN REQUEST FOR REIMBURSEMENT		
Signature	Print or Type	Title
	KEN GILL	ASSISTANT CITY ENGINEER

**LOCAL GOVERNMENT STORMWATER GRANTS PROGRAM  
GRANT AGREEMENT  
BETWEEN THE  
STATE OF WASHINGTON DEPARTMENT OF ECOLOGY  
AND  
THE CITY OF FIFE**

THIS is a binding agreement entered into, by, and between the state of Washington Department of Ecology (DEPARTMENT), and the City of Fife (RECIPIENT). The purpose of this agreement is to provide funds to the RECIPIENT to carry out the requirements described herein.

**PART I. GENERAL INFORMATION**

**Project Title:** Fife Local Government Stormwater Grant

**Grant Number:** G0800274

**RECIPIENT Name and Address:** City of Fife  
3725 Pacific Highway East  
Fife, WA 98424

**RECIPIENT Contact:** Ken W. Gill, P.E.  
Telephone Number: (253) 896-8208  
Fax Number: (253) 922-9688  
E-Mail Address: kgill@cityoffife.org

**RECIPIENT Billing Contact:** Ken W. Gill, P.E.  
Telephone Number: (253) 896-8208  
Fax Number: (253) 922-9688  
E-Mail Address: kgill@cityoffife.org

**RECIPIENT Federal ID Number:** 91-6012977

**DEPARTMENT Project/Financial Manager:** Melanie Tyler  
Mailing Address: Water Quality Program  
Washington State Department of Ecology  
P.O. Box 47600  
Olympia, WA 98504-7600  
Telephone Number: (360) 407-7489  
Fax Number: (360) 407-7151  
E-Mail Address: mety461@ecy.wa.gov

Fife Local Government Stormwater Grant  
City of Fife  
Grant No. G0800274

DEPARTMENT Funding Source: **2007-09 Biennial Operating Budget/Local Toxics Control Account**

Total Cost: **\$75,000**  
Total Eligible Cost: **\$75,000**

DEPARTMENT Share: **\$75,000**

DEPARTMENT Maximum Percentage: **100 percent**

The effective date of this grant agreement is July 1, 2007. Any work performed prior to the effective date of this agreement will be at the sole expense and risk of the RECIPIENT.

This agreement shall expire on **June 30, 2009**.

## **PART II. PERFORMANCE MEASURES**

### **A. Water Quality Goal.**

Improved stormwater management and water quality protection associated with development and implementation of a stormwater management program.

### **B. Project Outcomes.**

Local Government Stormwater Grants for local governments to receive grants for municipal stormwater programs, including but not limited to:

1. Implementation of Phase II municipal stormwater National Pollutant Discharge Elimination System (NPDES) permits.
2. Stormwater source control for toxics in association with clean-up of contaminated sediment sites.
3. Stormwater source control programs for shellfish protection districts where stormwater is a significant contributor.

### **C. Post Project Assessment.**

The RECIPIENT agrees to submit a brief survey three years after project completion regarding the key project outcomes and the status of environmental results or goals from the project. The DEPARTMENT's Performance Measures Lead will e-mail the RECIPIENT the Post Project Assessment Survey.

The DEPARTMENT may conduct on-site interviews and inspections, and may otherwise evaluate the Project. The DEPARTMENT will enter the information provided into its performance measures database to be provided to the Washington State Legislature, United States Environmental Protection Agency, and other natural resource agencies.

Fife Local Government Stormwater Grant  
 City of Fife  
 Grant No. G0800274

Approximate Post Project Assessment Date: June 30, 2012

**PART III. PROJECT DESCRIPTION**

The RECIPIENT's stormwater project will address planning, implementation, or management of municipal stormwater programs.

**PART IV. PROJECT BUDGET**

<b>Fife Local Government Stormwater Grant</b>	
<b>ELEMENTS</b>	<b>TOTAL ELIGIBLE COST (TEC)*</b>
Task 1 – Project Administration/Management	\$ 7,500
Task 2 – Implementation of Stormwater Planning and Management Needs	\$67,500
Total	\$75,000
<b>*The DEPARTMENT's Fiscal Office will track to the Total Eligible Project Cost.</b>	
<b>MATCHING REQUIREMENTS (There are no matching requirements)</b>	
DEPARTMENT Share FY 08 (100% of TEC)	\$75,000

Payment Request Submittals. Payment requests will not be submitted more often than monthly, unless allowed by the DEPARTMENT's Project/Financial Manager. The DEPARTMENT's Project/Financial Manager may require the RECIPIENT to submit regular payment requests to ensure efficient and timely use of funds.

Payment Schedule. Payments will be made on a cost-reimbursable basis.

**PART V. SCOPE OF WORK**

The RECIPIENT shall ensure that this project is completed according to the details of this agreement. The RECIPIENT may elect to use its own forces or it may contract for professional services necessary to perform and complete project related work. The RECIPIENT certifies by signing this agreement that all applicable requirements have been satisfied in the procurement of any professional services. Eligible and ineligible project costs are separate and identifiable for

billing purposes. If professional services are contracted, the RECIPIENT shall submit a copy of the final contract to the DEPARTMENT's Project/Financial Manager.

**Task 1 - Project Administration/Management**

- A. The RECIPIENT shall administer the project. Responsibilities will include, but not be limited to: maintenance of project records; submittal of payment vouchers, fiscal forms, and progress reports; compliance with applicable procurement, contracting, and interlocal agreement requirements; application for, receipt of, and compliance with all required permits, licenses, easements, or property rights necessary for the project; and submittal of required performance items.
- B. The RECIPIENT shall manage the project. Efforts will include: conducting, coordinating, and scheduling project activities and assuring quality control. Every effort will be made to maintain effective communication with the RECIPIENT's designees; the DEPARTMENT; all affected local, state, or federal jurisdictions; and any interested individuals or groups. The RECIPIENT shall carry out this project in accordance with any completion dates outlined in this agreement.
- C. The RECIPIENT shall submit all invoice voucher submittals and supportive documentation, to the DEPARTMENT's Project/Financial Manager. Copies of all applicable forms shall be included with an original A19-1A, and shall be submitted the DEPARTMENT. Blank forms are found in Administrative Requirements for Recipients of Ecology Grants and Loans.

**Required Forms:**

Form A19-1A (original signature)  
Form B2 (ECY 060-7)  
Form C2 (ECY 060-9)  
Form D (ECY 060-11)

**Where Eligible Costs Have Incurred:**

Form E (ECY 060-12)  
Form F (ECY 060-13)  
Form G (ECY 060-14)  
Form H (F-21)  
Form I (ECY 060-15)

- D. If work conducted results in a report, the RECIPIENT shall submit the following to the DEPARTMENT's Project/Financial Manager and in the quantities identified:
- Draft project completion reports – one electronic copy
  - Final project completion reports – five copies
  - Electronic copy of final project completion report

The RECIPIENT shall submit two copies of any document(s) which requires DEPARTMENT approval. Once approval is given, one copy will be returned to the RECIPIENT. If the RECIPIENT needs more than one approved copy, the number of submittals should be adjusted accordingly.

**Task 2 – Implementation of Stormwater Planning and Management Needs**

- A. The RECIPIENT shall address stormwater management needs that protect or restore water quality. The RECIPIENT may conduct work related to any of the following eligible stormwater management outcomes:
- Implementation of activities required by the municipal stormwater National Pollutant Discharge Elimination System (NPDES) permits.
  - Stormwater source control for toxics in association with clean-up of contaminated sediment sites.
  - Stormwater source control programs for shellfish protection districts where stormwater is a significant contributor.
- B. Examples of eligible projects or project components:
1. Conducting inventories of stormwater sources.
  2. Establishing and refining stormwater utilities, including stable rate structures, developing stormwater ordinances and regulations, initial staffing, and other capacity building activities to facilitate ongoing stormwater management needs.
  3. Review existing and model stormwater regulations.
  4. Mapping or geographic information systems of stormwater system infrastructure.
  5. Source control activities, such as drain stenciling, business inspections, and public information and communication.
  6. Identification and removal of illicit stormwater discharges into municipal separate storm sewer systems.
  7. Completing detailed plans, for example, stormwater management plans, engineering reports or facilities plans (including financing options and choices), education and outreach plans, and source control progress reports.
  8. Purchase of equipment for conducting stormwater monitoring.
  9. Evaluation of stormwater quality.
  10. Other activities consistent with Legislative provisos for this program or local and regional stormwater management programs or permit compliance, which can be completed by the June 30, 2009, deadline.

**PART VI. SPECIAL TERMS AND CONDITIONS**

- A. **Commencement of Work.** In the event that the RECIPIENT fails to commence work on the project funded herein within four months after the effective date of this agreement, or by any date mutually agreed upon in writing for commencement of work, the DEPARTMENT reserves the right to terminate this agreement.
- B. **DEPARTMENT Funding Recognition.** The RECIPIENT shall acknowledge and inform the public about DEPARTMENT funding participation in this project as appropriate.

Examples include project signs and/or acknowledgement in published materials and reports, the news media, or other public announcements. Projects addressing site-specific locations must utilize appropriately sized and weather-resistant signs.

- C. Equipment Purchase. The purchase of equipment may be eligible under this project. If the RECIPIENT determines that equipment is needed to achieve the project outcomes, a request must be made to the DEPARTMENT. All equipment purchases must have prior approval by the DEPARTMENT.
- D. Indirect Rate. To acknowledge overhead costs, the RECIPIENT may charge an indirect rate up to 25 percent based on RECIPIENT employee's direct salary and benefit costs incurred while conducting project related work, provided that prior to signature of this agreement, the DEPARTMENT's Project/Financial Manager may require a list of items included in the indirect rate during negotiations or thereafter. Items that are generally included in an indirect rate are identified in Administrative Requirements for Recipients of Ecology Grants and Loans.
- E. Meetings/Light Refreshments. The RECIPIENT may spend up to \$50 per meeting for light refreshments associated with this project. The total amount spent for light refreshments under this agreement cannot exceed \$300.
- F. Minority and Women's Business Participation. The RECIPIENT agrees to solicit and recruit, to the maximum extent possible, certified minority-owned (MBE) and women-owned (WBE) businesses in purchases and contracts initiated after the effective date of this agreement.

In the absence of more stringent goals established by the RECIPIENT's jurisdiction, the RECIPIENT agrees to utilize the DEPARTMENT's goals for minority- and women-owned business participation in all bid packages, request for proposals, and purchase orders. These goals are expressed as a percentage of the total dollars available for the purchase or contract and are as follows:

Construction/Public Works	10% MBE	6% WBE
Architecture/Engineering	10% MBE	6% WBE
Purchased Goods	8% MBE	4% WBE
Purchased Services	10% MBE	4% WBE
Professional Services	10% MBE	4% WBE

Meeting these goals is voluntary and no contract award or rejection will be made based on achievement or non-achievement of the goals. Achievement of the goals is encouraged, however, and the RECIPIENT and ALL prospective bidders or persons submitting qualifications shall take the following affirmative steps in any procurement initiated after the effective date of this Agreement:

Fife Local Government Stormwater Grant  
City of Fife  
Grant No. G0800274

1. Include qualified minority and women's businesses on solicitation lists.
2. Assure that qualified minority and women's businesses are solicited whenever they are potential sources of services or supplies.
3. Divide the total requirements, when economically feasible, into smaller tasks or quantities, to permit maximum participation by qualified minority and women's businesses.
4. Establish delivery schedules, where work requirements permit, which will encourage participation of qualified minority and women's businesses.
5. Use the services and assistance of the State Office of Minority and Women's Business Enterprises (OMWBE) and the Office of Minority Business Enterprises of the U.S. Department of Commerce, as appropriate.

By signing this Agreement, the RECIPIENT certifies that the above steps were, or will be, followed. Any contractor engaged by the RECIPIENT under this agreement will be required to follow the above five affirmative steps in the award of any subcontract(s).

The RECIPIENT shall report to the DEPARTMENT at the time of submitting each invoice, on forms provided by the DEPARTMENT, payments made to qualified firms. The report will address:

1. Name and state OMWBE certification number of any qualified firm receiving funds under the voucher, including any sub-and/or sub-subcontractors.
2. The total dollar amount paid to qualified firms under this invoice.

G. **Progress Reports.** The RECIPIENT shall submit quarterly Progress Reports to the DEPARTMENT's Project/Financial Manager. Payment requests will not be processed without a Progress Report.

**Reporting Periods.**

- January 1 through March 31
- April 1 through June 30
- July 1 through September 30
- October 1 through December 31

**Reporting Due Date.** Quarterly Progress Reports are due 15 days following the end of the quarter.

**Report Content.** At a minimum, all Progress Reports must contain a comparison of actual accomplishments to the objectives established for the period, the reasons for delay if established objectives were not met, analysis and explanation of any cost overruns, and any additional pertinent information specified in this agreement.

Fife Local Government Stormwater Grant  
City of Fife  
Grant No. G0800274

**PART VII. ALL WRITINGS CONTAINED HEREIN**

This agreement, the appended GENERAL TERMS AND CONDITIONS, the DEPARTMENT's current edition of *Administrative Requirements for Recipients of Ecology Grants and Loans* ("Yellow Book"), and the *Local Government Stormwater Grants Program FY 2008* contain the entire understanding between the parties, and there are no other understandings or representations other than as set forth or incorporated by reference, herein. No subsequent modification(s) or amendment(s) of this agreement shall be of any force or effect unless signed by authorized representatives of the RECIPIENT and DEPARTMENT and made a part of this agreement, EXCEPT that in response to a request from the RECIPIENT, the DEPARTMENT may redistribute the grant budget. The DEPARTMENT or RECIPIENT may change their respective staff contacts without the concurrence of either party.

IN WITNESS WHEREOF, the parties hereby execute this Grant:

STATE OF WASHINGTON  
DEPARTMENT OF ECOLOGY

CITY OF FIFE

  
\_\_\_\_\_  
DAVID C. PEELER                      DATE  
WATER QUALITY PROGRAM MANAGER

  
\_\_\_\_\_  
RUSSELL G. BLOUNT, P.E.              DATE  
PUBLIC WORKS DIRECTOR

APPROVED AS TO FORM ONLY  
ASSISTANT ATTORNEY GENERAL

(Revised 7/9/07)