

## PARKS & PUBLIC WORKS COUNCIL COMMITTEE & COMMITTEE OF THE WHOLE HYBRID MEETING Tuesday, March 05, 2024, at 5:00 PM Snoqualmie City Hall, 38624 SE River Street & Zoom

#### **COMMITTEE MEMBERS**

Chair: Ethan Benson

Councilmembers: Bryan Holloway and Catherine Cotton

This meeting will be conducted in person and remotely using teleconferencing technology provided by Zoom.

Join by Telephone: To listen to the meeting via telephone, please call 253.215.8782 and enter Webinar ID 867 8554 3964 and Password 1700050121 if prompted.

Press \*9 to raise your hand to speak. Raising your hand signals the meeting moderator that you have a comment. Press \*6 to mute and unmute.

Join by Internet: To watch the meeting over the internet via your computer, follow these steps:

- 1) Click this link.
- 2) If the Zoom app is not installed on your computer, you will be prompted to download it.
- 3) If prompted for Webinar ID, enter 867 8554 3964; Enter Password 1700050121
- 4) Please confirm that your audio works prior to participating.

#### **CALL TO ORDER & ROLL CALL**

#### AGENDA APPROVAL

#### **PUBLIC COMMENTS**

#### MINUTES

1. Approval of minutes dated February 21, 2024.

#### AGENDA BILLS

- 2. AB24-028: Residential Sewer Connection
- <u>3.</u> **AB24-036**: Resolution Selecting City Wide Facility Solutions of Washington, LLC for a 12-month Custodial Contract with option to renew.

#### DISCUSSION

4. Solid Waste Contract Discussion

#### ADJOURNMENT



## PARKS & PUBLIC WORKS COUNCIL COMMITTEE & COMMITTEE OF THE WHOLE HYBRID MEETING MINUTES FEBRUARY 21, 2024

This meeting was conducted in person and remotely using teleconferencing technology provided by Zoom.

#### **CALL TO ORDER**

Chair Ethan Benson called the meeting to order at 5:00 pm.

Committee Members: Councilmembers Ethan Benson, Bryan Holloway, and Catherine Cotton.

#### City Staff:

Michael Chambless, City Administrator; Deana Dean, City Clerk; Jeff Hamlin, Interim Parks & Public Works Director; Andrew Vining, Project Engineer; and Jimmie Betts, IT Support.

AGENDA APPROVAL – The agenda was approved as presented.

PUBLIC COMMENTS - There were no public comments.

#### MINUTES

1. The minutes from the February 6, 2024, were approved as presented.

#### AGENDA BILLS

#### **DISCUSSION:**

- Reclaimed Water System Improvements Project. Eagle Lake Water Reclamation Basin Improvements PowerPoint update provided by Andrew Vining, Project Engineer. Topics included an overview of the purpose of a reclaimed water facility, life cycle, distribution system improvements, reservoir site, budget, funding, and next steps. Discussion was held throughout the presentation. This item will be brought back at a future committee meeting.
- 3. Tyler Asset Management Update provided by Jeff Hamlin, Interim Parks & Public Works Director. The department is ahead of schedule on the asset system and has transitioned to the work order system. Discussion followed.
- 4. Director Report: Jeff Hamlin provided an update on the Centennial Park, All Inclusive Park, project noting gravel is just about complete, the turf will be completed next week, then fencing. The project is expected to close in about two weeks and they are hoping for an early April ribbon cutting. They are very pleased with the quality of work and the contractor is doing good work.

Andrew Vining provided an update on the Water Reclamation Phase III noting the project is going well and is about three months ahead of the original schedule.

ADJOURNMENT - The meeting was adjourned at 5:52 pm.

Minutes taken by Deana Dean, City Clerk. Recorded meeting audio is available on the City website after the meeting. Minutes approved at the \_\_\_\_\_, 2024, Parks & Public Works Committee Meeting.



# BUSINESS OF THE CITY COUNCIL CITY OF SNOQUALMIE

AB24-028 March 11, 2024 Consent Agenda

# AGENDA BILL INFORMATION

TITLE:	AB24-028: Residential Sewer Connection			Discussion Only
				$\boxtimes$ Action Needed:
PROPOSED	Move to approve sewer con	nection for parcel 312408-90	)51	☑ Motion
ACTION:				Ordinance
				□ Resolution
REVIEW:	Department Director	Jeff Hamlin	2/5/2	024
	Finance	Drew Bouta	Click o	or tap to enter a date.
	Legal	David Linehan	2/12/	2024
	City Administrator	Mike Chambless	Click o	or tap to enter a date.

DEPARTMENT:	Parks & Public Works		
STAFF:	Tom Holmes		
COMMITTEE:	Parks & Public Works COMMITTEE DATE: March 5, 2024		
EXHIBITS:	<ol> <li>Sewer Participation Agreement</li> <li>Sewer Connection Fees</li> </ol>		

AMOUNT OF EXPENDITURE	\$ O
AMOUNT BUDGETED	\$ O
APPROPRIATION REQUESTED	\$ O

#### SUMMARY

#### INTRODUCTION

Property Owner outside city limits has requested connection to City sewer system from parcel 312408-9051, located at 9525 384th Ave SE, in unincorporated King County.

#### LEGISLATIVE HISTORY

As adopted in 1989 via Ordinance 627, Section 13.04.320 of the Snoqualmie Municipal Code provides that properties outside the city which have not been subject to a sewer assessment or that do not otherwise qualify for sewer service may be connected to the city's public sewer system only if the owner executes a standard participation agreement and the council concurs therewith.

The standard participation agreement must meet the requirements set forth in SMC 13.04.330(A) through (F). The six requirements for the contract are:

A. That the property owner warrants that he is the owner of that property with full authority to bind the property with the covenants and conditions contained in the contract;

B. The property owner shall subject his property to the terms of the contract and shall use the public sewer of the city in accordance with the rules and regulations of the city as they may be amended from time to time, and that the property shall be subject to the regular schedule of sewer service charges of the city as may be from time to time fixed by the city for its use classification, including, if the city so provides, a reasonable split rate for property served in particular areas;

C. That the property described in the contract shall be the only property served with sewer service pursuant to that contract;

D. That the property subject to the contract shall be subject to liens, penalties and interest for nonpayment of sewer service charges to the same extent as any other property served by the city;

E. That the property owner and his successors in interest shall not object to any annexation to the city or the formation of any utility local improvement district, the area of which may include the property subject to the contract. Credit shall be given on assessment for any reasonable cost incurred by the property owner in installing his own sewer lines which have been deeded to the city.

F. The contract shall be filed for record at the office of the King County auditor and shall constitute a charge against the property and a covenant running with the land and shall bind the property and all of the future owners thereof.

Additionally, SMC 13.04.350 gives the Council the right to impose additional conditions on the standard participation agreement if warranted by the circumstances of the particular parcel seeking connection.

#### BACKGROUND

Snoqualmie Municipal Code (SMC 13.04) allows properties to be connected to the sewer system and served when the owner executes a standard participation contract, and the City Council concurs.

#### ANALYSIS

Staff has determined that the nearby sewer pipe has capacity, provided the City allows for surcharging in the sewer main located on 384<sup>th</sup> Ave. As a general guide to the City Council, it is worth noting that from a practical operational standpoint, it is preferable to have the peak hour flow conveyed by gravity without surcharging. Surcharging occurs when a greater volume of wastewater than what the collection system can convey in a given amount of time is present in the pipe. The surface of the wastewater in the manhole will rise above the top of the collection pipe, and the system becomes under pressure for a brief period, as compared to its normal state under atmospheric pressure. The city has a CIP project to replace the main on 384<sup>th</sup> to reduce the potential for surcharging, anticipated to be completed in Summer of 2024.

Authorizing the Sewer Participation Agreement will allow City staff to issue a utility permit and issue the certificate of sewer availability as needed.

#### **BUDGET IMPACTS**

This action will allow the City to recover an estimated \$8,354 in general facility charges and administrative fees in compliance with the Snoqualmie Municipal Code, along with monthly residential sewer rates in accordance with Section 13.08.010. The fee estimate breakdown is included in the table below:

DESCRIPTION	AMOUNT
Direct Charges	\$ 700.00
General Charges	\$ 8,354.00
Latecomer Fees	\$ 7,965.70
TOTAL DUE	\$17,019.70

#### **NEXT STEPS**

Signatures, collect fees, issue permits.

#### **PROPOSED ACTION**

Move to approve Sewer Connection and standard participation agreement for the property located at 9525 384th Ave SE 98065, King County Parcel #312408-9051

AFTER RECORDING RETURN TO:

The City of Snoqualmie Attn: City Clerk 38624 SE River Street Snoqualmie, WA 98065

#### WASHINGTON STATE COUNTY AUDITOR/RECORDER'S INDEXING FORM Document Title(s) (or transactions contained therein):

Snoqualmie Sewer Participation Agreement between City of Snoqualmie and Mr. XXXX and Mr. Jake Hatfield regarding King County Tax Parcel 3124089051

**Grantor**(s) (Last name first, then first name and initials) Hatfield, J.

**Grantee(s) (Last name first, then first name and initials)** City of Snoqualmie

Assessor's Property Tax Parcel or Account number: 3124089051

#### Sewer Participation and Easement Agreement

#### Between City of Snoqualmie and Mr. Jake Hatfield regarding King County Tax Parcel 3124089051

THIS AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by and between the CITY OF SNOQUALMIE ("the City"), a Washington municipal corporation, and Mr. Jake Hatfield, owner of property located at 9525 384<sup>th</sup> Ave SE, Snoqualmie, WA 98065 ("Owner")

#### RECITALS

A. The City is a municipal corporation of the State of Washington organized under the Optional Municipal Code, Title 35A RCW, located in King County, WA.

B. The City owns and operates a municipal wastewater collection and treatment system ("City Sewer System") within and adjacent to the City's corporate limits. The City Sewer System is more specifically described in the City's General Sewer Plan, on file and available for inspection at City Hall, 38624 SE River Street, Snoqualmie, WA 98065.

C. Owner owns property located at 9525 384<sup>th</sup> Ave SE, in unincorporated King County, Washington and more specifically described as set forth in Exhibit A hereto ("the Property.") The Property is also known as King County Tax Parcel No. 3124089051. Owner represents and warrants that Owner has full authority to bind the property with the covenants and conditions contained in this agreement.

D. On 09/09, 2021 Owner requested sewer service from the City.

E. The City is a party to a Franchise Agreement (Franchise No. 14780) with King County that authorizes the City to construct, operate, maintain, and repair sewer mains and services within and under County roads and rights of way.

F. The City Sewer System currently has capacity to accept wastewater from a single-family household.

G. The City has determined that an equivalent residential unit (ERU) represents the average annual wastewater flow contributed by a single-family household.

H. RCW 35.67.310 authorizes the City to permit connections to any of its sewers, either directly or indirectly, from property beyond City limits, upon such terms, conditions and payments as may be prescribed by ordinance and which may be required to be evidenced by a written agreement between the City and the owner of the property to be served by the connecting sewer.

I. Snoqualmie Municipal Code ("SMC") 13.04.290, authorizes an owner of property outside the boundaries of the city, or of property within the city which has not been assessed for sewers by the City, to connect to the City's municipal sewer system and obtain sewage disposal

service if the City Council consents and the property owner enters into a standard participation contract as for by SMC 13.04.320 through 13.04.360.

J. SMC 13.04.330 requires a "standard participation contract" to include the following provisions:

1. The property owner warrants that he is the owner of that property with full authority to bind the property with the covenants and conditions contained in the contract;

2. The property owner shall subject his property to the terms of the contract and shall use the public sewer of the city in accordance with the rules and regulations of the city as they may be amended from time to time, and that the property shall be subject to the regular schedule of sewer service charges of the city as may be from time to time fixed by the city for its use classification, including, if the city so provides, a reasonable split rate for property served in particular areas;

3. That the property described in the contract shall be the only property served with sewer service pursuant to that contract;

4. That the property subject to the contract shall be subject to liens, penalties and interest for nonpayment of sewer service charges to the same extent as any other property served by the city;

5. That the property owner and his successors in interest shall not object to any annexation to the city or the formation of any utility local improvement district, the area of which may include the property subject to the contract. Credit shall be given on assessment for any reasonable cost incurred by the property owner in installing his own sewer lines which have been deeded to the city.

6. The contract shall be filed for record at the office of the King County auditor and shall constitute a charge against the property and a covenant running with the land and shall bind the property and all of the future owners thereof.

K. The City and the Snoqualmie Tribe ("the Tribe") have constructed, under agreement between the City and the Tribe, sewer improvements which are capable of serving areas now owned by the Tribe and other real property, including Parcel No. 3124089051.

L. On October 2, 2013, the City and the Tribe entered into the Snoqualmie Hills Sewer Improvement Latecomers Agreement. This Agreement identified the Benefited Properties within the drainage area that may be and ultimately are served by certain sewer improvements constructed by the Snoqualmie Tribe. In addition, the Agreement established the Base Fair Pro Rata Share of the total project costs to be collected from the owner of any Benefited Property prior to the time that such owner taps into or connects to the City's sewer System. The Base Fair Pro Rata Share for Parcel No. 3121089051 is \$ 7,965.70.

M. On August 9, 2004, the City and the Quadrant Corporation entered into the Snoqualmie Wastewater Treatment Facilities Latecomer Agreement. This Agreement requires

the City to collect \$3,529 per ERU from the owner of any property not qualifying as an Exempt Property prior to connection of such property to the municipal sewer system, as that owner's fair pro rata share, and as partial reimbursement of a fair pro rata share of the cost of wastewater facilities improvements paid by Quadrant. The City has determined that parcel number 3124089051 does not qualify as an Exempt Property under the Snoqualmie Wastewater Treatment Facilities Latecomer Agreement.

N. On April 11, 2011, the City and the Quadrant Corporation entered into the Snoqualmie Sludge Facility Latecomer Agreement. This Agreement requires the City to collect \$395.36 per ERU from the owner of any property not qualifying as an Exempt Property prior to connection of such property to the municipal sewer system as that owner's fair pro rata share and as partial reimbursement of a fair pro rata share of the cost of wastewater facilities improvements paid by Quadrant, except that the facility is no longer in use and was lost to a fire and this fee is no longer applicable. The City has determined that parcel number 3124089051 does not qualify as an Exempt Property under the Snoqualmie Sludge Facility Latecomer Agreement.

O. On April 25, 2015, a fire occurred in the Snoqualmie Sludge Facility. After assessing the damage to the building and the dryer resulting from the fire, the City removed the sludge dryer and loading equipment from solids handling building, and to load sludge into containers for off-site transport and disposal. Thus, the equipment provided under the April 11, 2011 Snoqualmie Sludge Facility Latecomer Agreement is no longer being used by the City and the Latecomer Charges for the Snoqualmie Sludge Facility no longer apply.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereafter set forth, it is agreed by and between the parties hereto as follows:

#### AGREEMENT

1. All of the recitals set forth above are adopted by the parties as material elements of this Agreement.

2. City agrees that, subject to Owner's full and timely compliance with all of the terms of this Agreement, Owner may connect Owner's property to the City Sewer System; provided, however, that Owner (and not City) shall bear all costs and expense of Owner's connection.

3. City hereby grants Owner a non-exclusive utility easement ("the Utility Easement"), 10 feet in width on either side of the centerline formed by Owner's side sewer, across City-owned real property generally described as King County Tax Parcel No. 3124089051 and more specifically described in Exhibit A hereto. Owner may use the utility easement granted herein for the purposes of construction, operation, inspection, repair and maintenance of a side sewer connecting the City sewer main installed within the right-of-way of 384<sup>th</sup> Avenue SE to the Property. Within 2 days of connection to the City's sewer system, Owner shall provide the City with an as-built drawing documenting the exact location, depth and dimensions of Owner's

side sewer installed within the Utility Easement. Owner shall be responsible for any costs incurred as a result of the need to relocate the Utility Easement or side sewer in the future.

4. Owner shall use the City Sewer System only in accordance with all rules and regulations of the City applicable to sanitary sewer service and use of the City Sewer System, including without limitation such requirements set forth in Title 13 of the Snoqualmie Municipal Code ("SMC") as the same may be amended from time to time, and to pay all costs related to Owner's connection to and use of the City Sewer System including without limitation such charges set forth in this Agreement such rates and charges set forth in the regular schedule of sewer service charges of the City as may be from time to time fixed by the City for the use classification of Owner's property, and any and all connection charges as that term is defined SMC Section 13.04.380 as it now exists or may hereafter be amended.

5. Owner agrees that the Property as described herein shall be the only property entitled to connection to and use of the City Sewer System pursuant to this Agreement.

6. The Property shall be subject to all liens, penalties and interest for nonpayment of sewer service charges to the same extent as any other property served by the City Sewer System.

7. Owner hereby agrees he does not now and shall not in the future object to any annexation of the Property into the City, or to the formation of any utility local improvement district, the area of which may include the Property. City agrees that, in the event any such utility local improvement district including the Property is formed, Owner shall be entitled to credit on any utility local improvement district assessment for the reasonable cost of any sanitary sewer line installed by Owner during the course of connecting the Property to the City Sewer System.

8. This Agreement shall be recorded against the Property at Owner's expense at the Office of the King County Department of Records and Elections.

9. This Agreement, and the benefits and burdens thereof, shall constitute a charge against the Property, an equitable servitude, and a covenant running with the land, and shall bind the Property, the Owner, his heirs, successors and assigns and all of the future owners thereof.

10. Owner shall execute a Single-Family Residence -- Sanitary Sewer Pump System Agreement, comply with the City of Snoqualmie Single Residence Grinder Pump Stations Specifications dated June 13, 2015, and shall comply with all of the provisions of City of Snoqualmie Ordinance No. 1156 if a grinder pump system is required.

11. Owner shall pay all costs of connection of Owner's property to the existing sewer stub. Owner also agrees to pay all costs for King County review and permitting of Owner's construction plans for said connection, and all costs incurred by the City in inspecting Owner's connection. Owner hereby agrees to indemnify, defend and hold City harmless from and against any claims, liens, causes of action, suits, and/or damages for compensation, property damage, and/or personal injuries arising from construction of Owner's connection to the City Sewer System and/or use, operation, inspection, repair and maintenance of the side sewer within the

Utility Easement, including without limitation any damage to City-owned facilities within Cityowned property known as King County Tax Parcel No. 312408904 regardless of whether such facilities are existing as of the date of this Agreement or are hereafter installed. -

12. Within 30 days following connection of the Property to the City Sewer System, Owner shall decommission the Property's septic system in accordance with all applicable King County requirements if one is present on the property.

13. Owner shall comply with all King County permitting and other requirements association with connection to the City's sewer system.

14. Prior to connection of the Property to the City Sewer System, Owner shall pay to the City the following:

- a. Snoqualmie Hills Sewer Improvement Latecomers Agreement pro rata share, equal to \$4,041.71.
- b. Snoqualmie Wastewater Treatment Facilities Latecomer Agreement pro rata share, equal to \$3,529.00.
- c. City of Snoqualmie general facilities charges and sewer connection charges in effect at the time of connection of the Property to the City Sewer System.
- d. City of Snoqualmie sewer account set-up fees, plus any associated administrative fees.

15. No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of the City and Owner.

16. Should either party resort to litigation to enforce the provisions of this Agreement, the prevailing party shall be entitled to recover all costs and expenses incurred therein, including on appeal, and including without limitation reasonable attorney's fees, expert witness fees.

17. This Agreement contains the full agreement of the parties, and any prior or contemporaneous agreements or representations shall have no force or effect. This Agreement shall be construed according to the law of the State of Washington.

DATED as of the date first above written.

## CITY OF SNOQUALMIE,

a Washington municipal corporation

By

Katherine Ross Its: Mayor

By

Mr. Jake Hatfield Property Owner

#### STATE OF WASHINGTON

SS.

#### COUNTY OF KING

On this day personally appeared before me Katherine Ross, to me known to be the Mayor of the **CITY OF SNOQUALMIE**, the municipal corporation that executed the foregoing instrument, and acknowledged such instrument to be the free and voluntary act and deed of such corporation, for the uses and purposes therein mentioned, and on oath stated that she was duly authorized to execute such instrument.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this \_\_\_\_\_ day of

\_\_\_\_\_, 2024.

Printed Name
NOTARY PUBLIC in and for the State of Washington,
residing at
My Commission Expires

#### STATE OF WASHINGTON

ss.

COUNTY OF KING

On this day personally appeared before me Jake Hatfield, and executed the foregoing instrument, and acknowledged such instrument to be the free and voluntary act and deed of such Individual, for the uses and purposes therein mentioned, and on oath stated that he was duly authorized to execute such instrument.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

Printed Name
NOTARY PUBLIC in and for the State of Washington,
residing at
My Commission Expires

Exhibit A 9525 384<sup>th</sup> Ave SE Property Legal Description

# LOT 1 KCSP 876063 AF 7611290648 SD PLAT DAF BEG S 1/4 COR SE SEC TH N 89-50-00 E ALG S SEC LN 821.85 FT TO TPOB TH N 59-10-00 W 339.65 FT TH N 89-50-00 E 7S3.87 FT TH S 04-40-07 W 175.56 FT TH S 89-50-00 W 417.93 FT TO TPOB

## Sewer Connection Fees for Jake Hatfield's property located at 9525 384<sup>th</sup> Ave SE 98065, King County Parcel #312408-9051, as outlined in Snoqualmie Municipal Code, Chapter 13.04

DESCRIPTION	AMOUNT
Direct Charges	\$ 700.00
General Charges	\$ 8,354.00
Latecomer Fees	\$ 7,965.70
TOTAL DUE	\$17,019.70



## BUSINESS OF THE CITY COUNCIL CITY OF SNOQUALMIE

AB24-036 March 11, 2024 Consent Agenda

## AGENDA BILL INFORMATION

TITLE:	<b>AB24-036</b> : Resolution No. XXXX Selecting City Wide Facility Solutions of Washington, LLC for a 12-month Custodial Contract with option to renew		<ul><li>Discussion Only</li><li>Action Needed:</li></ul>	
PROPOSED ACTION:	Adopt Resolution No. XXXX Selecting City Wide Facility Solutions of Washington, LLC for a 12-month Custodial Contract with option to renew		<ul><li>☐ Motion</li><li>☐ Ordinance</li><li>⊠ Resolution</li></ul>	
REVIEW:	Department Director Finance Legal City Administrator	Jeff Hamlin Janna Walker n/a Mike Chambless	3/1/2 Click o	or tap to enter a date. 024 or tap to enter a date. or tap to enter a date.

DEPARTMENT:	Parks & Public Works	
STAFF:	Patrick Fry	
COMMITTEE:	Parks & Public Works	COMMITTEE DATE: March 5, 2024
EXHIBITS:	<ol> <li>AB24-036x1a (Res. No. XXXX)</li> <li>AB24-036x1b (Contract)</li> <li>AB24-036x2 (Scope of Work)</li> <li>AB24-036x3 (Compensation)</li> </ol>	

AMOUNT OF EXPENDITURE	\$ 58,236
AMOUNT BUDGETED	\$ 2,178,584
APPROPRIATION REQUESTED	\$ 0

## SUMMARY

#### INTRODUCTION

This Agenda Bill seeks approval to select City Wide Facility Solutions of Washington, LLC for Custodial Services for a 12-month term beginning April 1<sup>st</sup>, 2024, with an option to renew at the end of the contract term based on performance. The City requested pricing from multiple vendors selected from the vendor roster list and City Wide Facility Solutions was the low bidder.

#### BACKGROUND

The City has multiple facilities that require custodial services with varying degrees of required level of service. The facilities on this contract are City Hall, Parks & Public Works, Fire Station, and Police station for a total of roughly 27,000 square feet. The City's current contract with Home Care Masters began March, 2023 and expires March 31, 2024 and the City is choosing to not renew with Home Care Masters.

#### **BUDGET IMPACTS**

Administration recommends approving a contract with City Wide Facility Solutions of Washington, LLC in the amount of \$58,236 to perform custodial services at City facilities. This contract is part of the Facilities Maintenance Fund (#510), an internal service fund at the City. The 2023-24 amended Budget appropriates \$2,178,584 for activities within the Facilities Maintenance Fund. Currently, \$1,378,992 has been spent in the current biennium. With the addition of City Wide Facility Solutions of Washington, LLC contract, the remaining Biennial Budget appropriation is \$741,356. Therefore, sufficient appropriation exists within the 2023-2024 Biennial Budget (Utilities Capital Fund #417) to fund the contract.

#### Facilities Budget (#510)

20	023-2024 Amended	Biennial Budget
Beginning Budget	\$	2,178,584
Expenditures	\$	(1,378,992)
Current Available Budget	\$	799,592
Cost of City Wide Facility Solutions of Washington	, LLC Contract 💲	(58,236)
Available Budget after Contract	\$	741,356

#### **NEXT STEPS**

Following Council approval staff will work with the Mayor to execute the final contract agreement with City Wide Facility Solutions of Washington, LLC. The City's current contract with Home Care Masters expires at the end of March, 2024 and this contract will allow seamless transition with a new janitor.

#### **PROPOSED ACTION**

Move to adopt Resolution No. XXXX selecting City Wide Facility Solutions of Washington, LLC for the new 12-month custodial contract and authorize the Mayor to sign.

#### **RESOLUTION NO. XXXX**

#### A RESOLUTION OF THE CITY COUNCIL OF CITY OF SNOQUALMIE, WASHINGTON AWARDING AND AUTHORIZING EXECUTION OF A GENERAL SERVICES CONTRACT WITH CITY WIDE FACILITY SOLUTIONS OF WASHINGTON, LLC FOR THE 12-MONTH CUSTODIAL CONTRACT

WHEREAS, pursuant to Ordinance No. 448 as codified in Snoqualmie Municipal Code Section 1.08.010, the City of Snoqualmie has adopted the classification of non-charter code city, retaining the mayor-council plan of government as provided for in Chapter 35A.12 RCW; and

WHEREAS, pursuant to RCW 35A.40.210, procedures for any public work or improvement for

code cities shall be governed by RCW 35.23.352; and

WHEREAS, in the Winter of 2024, City staff solicited bids for the 2024 12-Month Custodial Contract (the "Project") to Four Custodial Companies, and received responses from City Wide Facility Solutions., Carl's Cleaning, Snoqualmie Valley Cleaners and Cleaning Authority.

WHEREAS, City Wide Facility Solutions was determined to be the lowest responsive, bidder;

## NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF SNOQUALMIE AS FOLLOWS:

Section 1. Determination of Lowest Responsive, Responsible Bidder. Based on the foregoing recitals, which are hereby incorporated as findings of fact, City Wide Facility Solutions, LLC is the lowest responsive, responsible bidder for the 12-Month Custodial Contract.

Section 2. Award of General Services Contract. The contract for construction of the 12-Month Custodial Services Contract is hereby awarded to City Wide Facility Solutions of Washington, LLC in accordance with City Purchasing Requirements. Section 3. Authorization for Contract Execution. The Mayor is authorized to execute a contract with City Wide Solutions of Washington, LLC in substantially the form attached hereto as Exhibit A.

PASSED by the City Council of the City of Snoqualmie, Washington, this 11<sup>th</sup> day of March 2024.

Katherine Ross, Mayor

Attest:

Approved as to form:

Deana Dean, City Clerk

David Linehan, Interim City Attorney

#### SMALL WORKS CONTRACT

#### 2024 Janitorial Contractor

THIS AGREEMENT is made on this \_\_\_\_\_\_, 20\_\_\_\_ between the City of Snoqualmie ("City"), a municipal corporation located in the State of Washington and Northwest Facility Services, a Washington LLC. ("Contractor").

In consideration of the terms and conditions contained in this Contract and the requirements attached to it, the parties agree as follows:

- <u>Project</u>. Contractor shall do all work and furnish all tools, materials, and equipment for the City's public works project known as the 2024 Janitorial Contract at the 4 major City Facilities, totaling roughly 11,345 Sq. Ft ("Project") in accordance with and as more fully described in Attachment A.
- 2. <u>Work</u>. The term Work, as used in this Contract, means the construction and services necessary or incidental to fulfill Contractor's obligations in conformance with this Contract.
- 3. <u>Project Cost</u>. The City shall pay Contractor Fifty Eight Thousand Two Hundred and Thirty Six dollars and Twelve cents (\$ 58,236.12) plus Washington State sales tax of 8.9 percent for a total of Five Thousand Eighty Three Dollars and one cents (\$5,183.01) ("Project Cost"). The Project Cost includes all costs associated with the Project, including, but not limited to labor, materials, overhead, administrative, and permit and regulatory costs, unless otherwise agreed to by the parties in writing. The Project Cost does not include Maintenance Costs identified separately in Section 16 below.
- 4. <u>Payment Terms</u>. The Project Cost shall be payable in the following manner: On or before the 26<sup>th</sup> day of each month, Contractor shall submit a detailed monthly pay application for all services provided describing in reasonable and understandable detail the work completed during the previous month, the progress of the work, and the requested payment in an amount proportionate to the work completed. The City shall pay the pay application within thirty (30) days after approval of the pay application, pursuant to the terms below:
  - a. In cases of single payment, the City shall make payment only after all appropriate releases are submitted.
  - b. In cases of multiple payments, the City shall retain monies as required by RCW 60.28 and pay the retainage as provided therein.
- 5. Equitable Adjustments. Contractor shall file a written notice for any equitable adjustment to the Project Cost within twenty-four (24) hours of the City's written change order or oral change order. No more than five (5) days thereafter, Contractor shall then file a written claim with the City, stating the amount claimed, supported by appropriate documentation. Failure to provide written notice and claim under the terms of this Contract constitutes waiver of such claim. In no case, shall a claim for equitable adjustment be allowed if submitted after the Project has reached final acceptance by the City.

- 6. <u>Term</u>. The term of this Agreement shall be Twelve (12) months. This Agreement will automatically renew for up to two additional 1-year periods unless terminated earlier by the City.
- 7. <u>Prevailing Wages</u>. The Contractor shall pay prevailing wages as required and shall comply with RCW 39.12 and RCW 49.28. Notice of intent to pay prevailing wages and prevailing wage rates for the Project must be posted for the benefit of workers. At the completion of the Project, the Contractor and its subcontractors shall submit Affidavits of Wages Paid to the Department of Labor and Industries for certification. Final payment on the Contract shall be withheld until the City receives certification from the Department of Labor and Industries that prevailing wage requirements have been satisfied.
- 8. <u>Indemnification</u>. Contractor shall defend, indemnify, and hold harmless the City, its commissioners, officers, managers, employees, engineers, agents, and volunteers from and against all demands, claims, losses, injuries, damages, liabilities, suits, judgment, attorneys' fees and costs, and other expenses of any kind on account of, relating to, or arising out of Contractor's work under this Contract, except to the extent such injuries or damages are caused by the negligence of the City. For the purposes of this indemnification, Contractor specifically and expressly waives any immunity granted under the Washington Industrial Insurance Act, Title 51 RCW. This waiver has been mutually negotiated and agreed to by the parties. If a court of competent jurisdiction determines that this contract is subject to RCW 4.24.115, Contractor's obligation to defend, indemnify, and hold harmless the City, its officers, employees, agents and volunteers shall be limited to the extent of the City's negligence. The provisions of this paragraph shall survive the expiration or termination of this Contract.
- 9. <u>Insurance</u>. Contractor shall obtain, and keep in force during the term of this Contract, insurance policies as follows:
  - a. <u>Commercial General Liability</u>. Limits no less than \$1,000,000 combined single limit per occurrence and \$2,000,000 aggregate for personal injury, bodily injury and property damage. Coverage shall be as broad as Insurance Services Office form number (CG 00 01) covering Commercial General Liability.
  - b. <u>Automobile Liability Insurance</u>. Limits no less than \$1,000,000 combined single limit per accident for bodily injury and property damage. Coverage shall be as broad as Insurance Services Office form number (CA 00 01) covering Business Auto Coverage, symbol 1 "any auto"; or the combination of symbols 2, 8, and 9.
  - c. <u>Workers' Compensation</u>. Statutory requirements of the State of residency. Coverage shall be at least as broad as Workers' Compensation coverage, as required by the Industrial Insurance Act of the State of Washington, as well as any similar coverage required for this work by applicable Federal or "other States" State Law.
  - d. <u>Employer's Liability or "Stop Gap"</u>. Coverage shall be at least as broad as the protection provided by the Workers Compensation policy Part 2 (Employers Liability) or, in states with monopolistic state funds, the protection provided by the "Stop Gap" endorsement to the general liability policy.

- e. The insurance policies shall specifically name the City, its elected or appointed officials, officers, employees, and volunteers as insureds with regard to damages and defense of claims arising from (1) activities performed by or on half of the Contractor; or (2) products and completed operations of the Contractor; or (3) premises owned, leased, or used by the Contractor. Such policy shall also contain an endorsement or policy wording providing for not less than 30 days prior written notice to the City of any change, cancellation or expiration of such policy
- f. The insurance policies (1) shall state that coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability; (2) shall be primary insurance with regard to the City; and (3) shall state that the City will be given at least 30 days' prior written notice of any cancellation, suspension or material change in coverage.
- g. Before commencing work and services, Contractor shall provide to the City a Certificate of Insurance evidencing the required insurance accompanied by endorsements as are necessary to comply with the requirements of this paragraph. The City reserves the right to request and receive a certified copy of all required insurance policies.
- h. Any payment of deductible or self-insured retention shall be the sole responsibility of Contractor.
- 10. Job Safety/Housekeeping. All work done shall be done in a manner that minimizes interruptions or inconvenience to the public and/or City staff. All work shall be carried on with due regard for the safety of the public, and Contractor shall maintain strict compliance with the appropriate provisions relating to control of traffic and pedestrians through work areas as set forth in the Manual on Uniform Traffic and Control Devices (current edition) as adopted by the Washington State Department of Highways. Property and streets adjacent to the Project site shall be kept free and clear at all times from accumulations of mud, dirt, gravel, rock, and other matter. Contractor will be responsible for daily and final clean up and disposal of refuse, waste and debris produced by its operation. Refuse shall not be permitted to accumulate to the extent that it interferes with free access to the Project site. Should the City determine Contractor is not fulfilling its obligation in this regard, the City reserves the right to take such action as may be necessary, and to charge Contractor with any costs that may be incurred in such remedial action.
- 11. <u>Compliance with Codes and Regulations</u>. Contractor is expected to comply with all applicable statutes in performing Project Work, including, but not limited to all state and local laws, regulations, codes and standards that are applicable at the time Contractor performs work.
- 12. <u>Termination</u>. If Contractor: (1) fails to provide a sufficient number of properly skilled workers or a sufficient quantity of suitable materials or adequate equipment; (2) fails to diligently proceed with work according to the Project schedule; (3) causes, by act or omission, stoppage, delay, or interference of the work; (4) fails to correct or repair any damaged or defective work or materials; (5) fails to comply with any provisions of this Contract; (6) become insolvent or adjudged bankrupt; or (7) fails to make prompt payment to lower tier subcontractors or suppliers, then the City may terminate this Contract upon written notice to the Contractor.

#### 13. General Provisions.

a. <u>Notices</u>. Any notice or demand desired or required to be given under this Contract shall be in writing and deemed given when personally delivered, sent by facsimile machine, or deposited in the United States Mail (or with an express courier), postage prepaid, sent certified or registered mail, and addressed to the parties as set forth below or to such other address as either party shall have previously designated by such a notice:

City:

Contractor:

City of Snoqualmie PO Box 987 Snoqualmie, WA 98065 Attn: \_\_\_\_\_

- b. <u>Entire Agreement</u>. This Contract and its attachments contain the entire understanding between the City and Contractor relating to the Project which is the subject of this Contract. This Contract merges all prior discussions, negotiations, letters of understanding or other promises whether oral or in writing. Subsequent modification or amendment of this Contract shall be in writing and signed by the parties to this Contract.
- c. <u>Modification</u>. No modification of this Contract and no waiver of rights under this Contract shall be valid or binding on the parties unless the same is in writing.
- d. <u>Waiver</u>. Waiver of any breach or default hereunder shall not constitute a continuing waiver or a waiver of any subsequent breach either of the same or of another provision of this Contract.
- e. <u>Assignment</u>. Neither party shall assign, transfer or otherwise dispose of this Contract in whole or in part to any individual, firm or corporation without the prior written consent of the other party. Any assignee or subcontractor approved by the City shall comply with all provisions of this Contract, including by way of example only and without limitation the requirements for payment of prevailing wage (Section 8), bond (Section 9), indemnification (Section 10) and insurance (Section 11). Subject to the provisions of the preceding sentence, this Contract shall be binding upon and inure to the benefit of the respective successors and assigns of the parties hereto. This Contract is made only for the benefit of the City and the Contractor and successors in interest and no third party or person shall have any rights hereunder whether by agency or as a third party beneficiary.
- f. <u>Severability</u>. If any term, covenant or condition of this Contract is held by a court of competent jurisdiction to be invalid, the remainder of this Contract shall remain in effect.
- g. <u>Dispute Resolution</u>. If any dispute, controversy, or claim arises out of this Contract, the parties agree to first try to settle the dispute, controversy, or claim in non-binding mediation with the assistance of a recognized professional mediation service. The parties shall each designate a representative with full settlement authority who will participate in the mediation. The parties shall bear all expenses charged by the mediation service equally;

the parties shall be responsible for their own attorneys' fees incurred as a result of mediation.

- h. <u>Jurisdiction/Law</u>. This Contract shall be governed by and construed in accordance with the laws of the State of Washington. Any suit to enforce or relating to this Contract shall be brought in King County Superior Court, King County, Washington.
- i. <u>Attorneys' Fees</u>. In the event that any party commences litigation against the other party relating to the performance, enforcement or breach of this Contract, the prevailing party in such action shall be entitled to all costs, including attorneys' fees and costs and any such fees or costs incurred on appeal.

CITY OF SNOQUALMIE ("CITY")	Northwest Facility Services, LLC. d/b/a/ City Wide Facility Solutions of Washington, LL
By	By
	Typed Name
Its: Mayor	Its
Phone:	Phone:
Fax:	Fax:
Date:	

WA Contractor's License No.

#### ATTACHMENT A

Scope of Work

#### General Cleaning



- i) Vacuum or Sweep Stair Areas
- j) Contact Building Point of Contact for Restock/ Reorder of Paper, Soaps, disinfectant, etc.
- k) x Contact Building Point of Contact at First sign of Pest or Rodent Control
- I) x Clean Kitchen Area, Including Sinks, Counters, and Rubbish Bins

Special instructions: To be completed on the weekend or after work hours (5:00pm-5:00am).







Fire Department (5,000 SqFt) Full Cleaning to Include: 4

x Mopping Hard Floor a) b)

х

x Vacuuming Carpet

c) х Emptying All Rubbish bins

x Stocking Bathrooms d)

Special instructions: Cleaning can happen anytime or day         Frequency:       1         x       a Week             S       M         T       W         R       F         S       M         T       W         R       F         S       M         T       W         R       F         S       M	n Feb Mar Apr May	/ Jun Jul Aug Sep	Oct Nov Dec	
	Janitor(s)	Shampooer(s)	Waxer(s)	Window Washer(s)
Input the current L&I Wage in the L&I Category applicable for the work described	\$28.23			
Bidder input total hours to successfully complete all work described				
Bidder input their bid markup percentage				
verall cost for each L&I category based on the current L&I wage, bidder hours, and bidder markup	\$0.00	\$0.00	\$0.00	\$0.00
5 Police Department (5,000 SqFt) Full Cleanin	g to Include	ə:		

j)		Contact Building Point of Contact for Restock/ Reorder of Pape	er, Soaps, disinfectant, etc.
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- Contact Building Point of Contact at First sign of Pest or Rodent Control Clean Kitchen Area, Including Sinks, Counters, and Rubbish Bins
- k) l) m)

Г

Frequency: x S M T W R F S Jan	Feb Mar Apr Ma	y Jun Jul Aug Sep	Oct Nov Dec	
	Janitor(s)	Shampooer(s)	Waxer(s)	Window Washer(s)
Input the current L&I Wage in the L&I Category applicable for the work described				
Bidder input total hours to successfully complete all work described				

Item 3.

Bidder input their bid markup percentage					
Overall cost for each L&I category based on the current L&I wage, bidder hours, and bidder markup	\$0.00	\$0.00	\$0.00	\$0.00	

x	x 6 Snoqualmie City Hall (4 Bathrooms) - Cleaning to include:					
a) x Clean & Sanitize Bathrooms, Including Fixtures & Removing Trash Clean & Sanitize Bathrooms, Including Fixtures & Removing Trash						
	Frequency: 2 x a Week S M T W R F S Jan Feb Mar Apr May Jun Jul Aug Sep Oct Nov Dec					
		Janitor(s)	Shampooer(s)	Waxer(s)	Window Washer(s)	
	Input the current L&I Wage in the L&I Category applicable for the work described	\$28.23				
	Bidder input total hours to successfully complete all work described					
	Bidder input their bid markup percentage					
	Overall cost for each L&I category based on the current L&I wage, bidder hours, and bidder markup	\$0.00	\$0.00	\$0.00	\$0.00	

x	7 Sno	qualmie City Hall (4 Bathrooms) - Cleaning to include:
	a) 🚺	C Stocking Bathrooms
	b) c)	Clean & Sanitize Bathrooms, Including Fixtures & Removing Trash
	d) e)	
	f) g)	
	h)	
	j) k)	
	l) m)	



Special instructions:					
Frequency: 1 x a Week S M T W R F S Jan Feb Mar Apr May Jun Jul Aug Sep Oct Nov Dec					
	Janitor(s)	Shampooer(s)	Waxer(s)	Window Washer(s)	
Input the current L&I Wage in the L&I Category applicable for the work described				Window Washer(s)	
Input the current L&I Wage in the L&I Category applicable for the work					
Input the current L&I Wage in the L&I Category applicable for the work described					
Input the current L&I Wage in the L&I Category applicable for the work described					

Item 3.

## Created for City of Snoqualmie City Wide Facility Solutions Janitorial Service Package

Includes all janitorial services outlined in the service agreement. Based on approximately 31,270 cleanable square feet

Service to be Performed	Frequency	Total Per Month	Initial		
Nightly Janitorial Service Town Hall Building	3X per week	\$ 1,487.99			
Nightly Janitorial Service Public Works Building	2X per week	\$ 1,032.04			
Nightly Janitorial Service Police Department Building	2X per week	\$ 1,109.98			
Nightly Janitorial Service Fire Department Building	2X per week	\$ 1,223.00			
Facility Maintenance Program	Monthly	\$ 50	Included		
	Monthly Total	\$ 4,853.01			
Start Da This		days from the date below.			
City Wide Facility Solutions of W		City of Snoqualmie			
Authorized Representative Signa	ture	Authorized Representative Si	gnature		
Printed Name		Printed Name			
Sales Executive					
Title		Title			
Date		Date			
acase@gocitywide.com Email		Email			