



## McCleary City Council Agenda

September 13th , 2017 6:30 PM

Flag Salute

Roll Call: \_\_\_ Pos. 1- Orffer, \_\_\_ Pos. 2-Richey , \_\_\_ Pos. 3- Peterson, \_\_\_ Pos. 4- Blankenship, \_\_\_ Pos. 5- Ator

Public Hearing	<input type="checkbox"/>	
Mayor Comments	<input type="checkbox"/>	
Public Comment	<input type="checkbox"/>	
Executive Session	<input type="checkbox"/>	
Minutes	<input type="checkbox"/>	Tab A
Approval of Vouchers	<input type="checkbox"/>	

Staff Reports	<input type="checkbox"/>	Tab B Dan Glenn
	<input type="checkbox"/>	Tab C Todd Report
	<input type="checkbox"/>	Tab D Staff Report

Old Business	<input type="checkbox"/>	Tab E Janitorial Contract
	<input type="checkbox"/>	Tab F Development Incentives

New Business	<input type="checkbox"/>	Tab G Gray Harbor PW Mutual Aid Agreement
	<input type="checkbox"/>	Tab H Conditional Use Hearing
	<input type="checkbox"/>	Tab I Fireworks

Ordinances

Resolutions

Mayor/Council Comments

Public Comments

Executive Session

Adjournment or Recess Meeting

Previously Tabled Items

CAO Update, Dev. Incentives, Fireworks

Please turn off Cell Phones- Thank you

Americans with Disabilities Act (ADA) Accommodation is Provided Upon Request

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**TAB - A**

**CITY OF MCCLEARY**  
**Regular City Council Meeting and Council Workshop**  
**Wednesday, August 23, 2017**

ROLL CALL AND FLAG SALUTE	Councilmembers Orffer, Richey, Peterson, Ator and Blankenship were in attendance.
ABSENT	None.
STAFF PRESENT	Present at the meeting were Todd Baun, Wendy Collins, Chief Blumer and Dan Glenn.
PUBLIC HEARING	A Public Hearing on Interim Zoning Ordinance 834 opened at 6:30 pm. Dan Glenn stated that after adoption of the emergency ordinance, the statute requires a public hearing to receive public comments. Next, it is followed by adoption of an ordinance that sets out the findings for why the City passed the emergency ordinance and includes a time frame for action. Attorney Steven Bean asked Attorney Glenn to confirm that this ordinance will allow a conditional use permit for a residential treatment facility in a residential neighborhood, but it does not mandate it. It just allows it and it can be rejected or the conditions can be imposed. Mr. Glenn agreed his understanding was correct. The Public Hearing closed at 6:35 pm.
MINUTES APPROVED	<b>It was moved by Councilmember Ator, seconded by Councilmember Peterson to approve the minutes from the meeting held on August 9, 2017. Motion Carried 5-0.</b>
VOUCHERS	Accounts Payable checks approved were 43098- 43155 including EFT's in the amount of \$158,920.43.  <b>It was moved by Councilmember Peterson, seconded by Councilmember Ator to approve the vouchers. Motion Carried 5-0.</b>
MAYOR'S COMMENTS	Mayor Schiller will be working with Wendy and Todd to set the budget calendar. It is going to be very aggressive this year.
PUBLIC COMMENT	<p>Linda Spargo spoke on behalf of a few of the neighbors at the Rainbow Park Apartments. She said the VFW Hall rents to groups that do not honor the noise ordinance. The groups are parking in the emergency lanes and are running around the park at night. They were screaming and knocked over a fence in the park. She did not call the police but she did make attempts to talk to the group, however, they did not stop their actions. She is hoping the Council will speak to the VFW regarding the renting groups that do not honor the noise ordinance. Mayor Schiller responded that the Council cannot tell a business owner how to operate their business. Michael Bens stated he is the past Quarter Master for the VFW Hall. He understands the concerns of Ms. Spargo and stated they have plans to build a sound barrier fence behind the VFW Hall to offset the noise. The building itself, acts like a broadcaster. He can sometimes hear the music from his own house. He stated that Jerry Elofson has each group sign an agreement regarding what they can and cannot do while renting the hall, but it still happens. He added, the VFW needs the rental money so it puts them in a rock and a hard spot with denying certain groups from renting the building. If the group is breaking the noise ordinance, or breaking the law, then people should call the police. He thinks it is that simple. Mayor Schiller agreed.</p> <p>Jackie Juntti wants to know why the noise ordinance is not enforced. She has personally called the police and got nowhere. Councilmember Richey asked her if she called the police this past weekend and she said no, she did not. Ms. Juntti gave a detailed explanation of her history and frustrations with issues from the VFW renters.</p> <p>Bea added that the roads between the VFW and the apartments are blocked and the emergency vehicles will not be able to get through.</p> <p>Sue Portschey believes the towing zone should be enforced, which is where the group parks. She thinks that might stop renters from parking in the emergency access zone.</p>
CITY ATTORNEY REPORT	Dan Glenn provided a written report for the Council. He reported the Grays Harbor Auditor's Office is planning on placing ballot drop boxes in the County and one will be in McCleary.
DIRECTOR OF PUBLIC WORKS REPORT	The crews have been working hard on many maintenance projects this summer.

JANITORIAL BIDS      The City went through the Department of Enterprise Services for janitorial bids. The lowest bid was \$1,051.16 per month. Todd talked to Wendy and we both decided it was a good bid. Todd asked for the Council to authorize him to move forward on this bid and he will bring the final contract to the Council at the next meeting. **It was moved by Councilmember Orffer, seconded by Councilmember Richey to authorize Todd Baun to move forward with the janitorial bid choice. Motion Carried 5-0.**

ORDINANCE 835 INTERIM ZONING      **It was moved by Councilmember Ator, seconded by Councilmember Blankenship to adopt Ordinance 835 RELATING TO ADOPTION OF INTERIM ZONING OR REGULATIONS FOR HOSPITAL AND RESIDENTIAL TREATMENT FACILITIES, MAKING FINDINGS, PROVIDING FOR AN EFFECTIVE DATE AND SEVERABILITY and to add 45 days in Section II, C. Roll Call taken in the affirmative. Ordinance Adopted 5-0.**

BUDGET TIMELINE      The Council received a draft budget timeline. Mayor Schiller is hoping to have a budget adopted by early November.

PROPOSED RULE CHANGES FOR WA WILDLIFE & RECREATION PROGRAM      The Recreation and Conservation Office staff recommended the adoption of policies for the Washington Wildlife and Recreation Program (WWRP) to reduce match requirements for some local governments. Currently, all local governments must provide at least 50 percent of project costs (a 50 percent matching share). In the WWRP, local governments are incorporated cities and towns, counties, federally recognized tribes, and special purpose districts with a jurisdiction boundary less than the entire state. Mayor Schiller believes this is an opportunity for the City. If we were to apply for recreational grants, it would be based off of your income versus a 50/50 match. This would help McCleary, considering our limited resources, it could drop a 50% match down to 20% match, depending on the average income of McCleary would be. Mayor Schiller asked the Council to review it and they can discuss it at a later time.

PUBLIC COMMENT      Councilmember Blankenship asked for the builder incentive to be brought back up at the next meeting.

Helen Hamilton said she recently called 911 because there was a bad accident in front of her office and the McCleary Police never came. She drove to City Hall to get the officer out of a City Council meeting. Chief Blumer stated the dispatcher never dispatched the call. He said there was actually two accidents and an assault that evening. Dispatch did not contact the officer on duty for any of the incidents. Chief Blumer checked the call sheet and McCleary Police Department was not dispatched for the calls.

EXECUTIVE SESSION      None.

MEETING ADJOURNED      **It was moved by Councilmember Ator, seconded by Councilmember Peterson to adjourn the meeting at 7:09 pm. The next meeting will be Wednesday, September 13, 2017 at 6:30 pm. Motion Carried 5-0.**

**TAB - B**

**MEMORANDUM**

TO: MAYOR AND CITY COUNCIL, City of McCleary  
FROM: DANIEL O. GLENN, City Attorney  
DATE: September 7, 2017  
RE: LEGAL ACTIVITIES as of SEPTEMBER 13, 2017

THIS DOCUMENT is prepared by the City Attorney for utilization by the City of McCleary and its elected officials and is subject to the attorney-client privileges to the extent not inconsistent with laws relating to public disclosure.

1. **CRITICAL AREAS ORDINANCE DRAFT:** As you may remember, back in 2014 the City was informed that it was required to update its code provisions relating to activities in what are defined as critical areas. Well, with Mr. Mercer's leaving the City, the project was apparently put on hold. However, it has now moved forward to what will hopefully be finalization.

I have prepared and provided to Mr. Morrison and Mr. Baun as well as the appropriate staff at DOE a "F" draft of the ordinance for their review. Mr. Mraz, the DOE staff member who has been our contact person, has been very helpful during this entire process. It is my anticipation that I will hear back within the next couple of weeks. When it has met their approval, it will come to you for your review and consideration.

2. **DEVELOPMENTAL INCENTIVES:** It is my understanding that the City is interested in providing developers incentives to construct new buildings, primarily residential, within the City. This is not a new subject to me since it was especially of interest back in 2007 and the following years when construction slowed down significantly due to the recession through which we went at that time. Council Member Blankenship, Mr. Morrison, Mr. Baun and I had the opportunity to meet in order to discuss this area the week before last.

In any event, the discussion can include a number of approaches. It is clear that the alternatives include allowing reduced permit and inspection fees and delayed payment upon

connection fees. As an example, cities tend to use this approach in terms of encouraging what they call "back fill" of areas of the city which are in the "metro" area but not really full of business or residential structures. One area which is not available to us, based upon research done, is the matter of reducing connection fees unless either the reduction is for low income housing or system wide. (The latter would be difficult since it is my memory the current fees were established based upon a study as to the capital cost of the system. I have set out at the end of this Report the statute granting the authority to establish such fees. Also, I have attached information I have gathered, including material from as far back as 2012, upon which that conclusion is based.

In doing my usual due diligence, I have spoken to Dan Heid, Auburn's city attorney and Darren Nienaber, Olympia's deputy city attorney. In Auburn, Mr. Heid indicated that they were utilizing a reduced fee approach for encouraging back fill of multi-family having a mandated percentage of low income units in the structures and business structures. Olympia is looking at the approach of allowing the connection fees to be paid after the construction is completed rather than as a condition of issuance of the building permit. (As you will note, Mr. Rey, the MRSC consultant responding to Mr. Nienaber's query, indicates that the statutes do allow interest to be charged and provide for a protective lien.)

The bottom line is that the matter is a cost/benefit analysis issue. That ties to reaching the conclusion on the questions of [a] are builders not building in McCleary because of these costs and [b] will reducing them draw in builders who would not otherwise build here? I am certain that Mr. Morrison can provide comparable figures on how many housing units are been permitted this year vs prior years and, perhaps, the extent to which contractors have referenced the current fees as a deterrent to additional construction.

3. DISCUSSIONS WITH FD #5: Well, the three year term of our existing contract is coming to an end and discussions about development of a new agreement are underway. There are a number of issues presented for McCleary which may not make it easy. However, I am certain that the Mayor, Ms. Collins and Chief Nott are reviewing the matter carefully.

4. FIREWORKS: I understand that there may be discussions as to what action, if any, you wish to take in terms of regulating the sale and use of fireworks within the City. My records suggest that this matter was discussed back in 2016 at which time I prepared a draft ordinance which would have restricted the use of fireworks to July 3<sup>rd</sup> and 4<sup>th</sup>, December 31<sup>st</sup>

and January 1<sup>st</sup>. So far as I can determine, no action appears to have been taken.

In any event, if you were to decide to take restrictive actions of any sort, under the provisions of the State law in place the restrictions could not become effective until one year out. Thus, a restriction for December could not take effect until December, 2018, and as to July until July, 2019.

5. PUBLIC WORKS EMERGENCY RESPONSE INTERLOCAL AGREEMENT: Mr. Baun recently received an email from Mr. Wallace, the County's Emergency Management Department Deputy Director, that there was no evidence that McCleary executed this agreement when it was circulated some years ago although Elma did. He forwarded to me and I searched my records and could find no evidence that it had ever been forwarded for review, referenced in Council Reports, or placed on the Agenda. It may be one of those situations in which it was received by the then director, set aside for review and simply never made it on the agenda. In any event, we are where we are. The issue is execution which Mr. Wallace believes is very important and beneficial for the local cities.

The agreement is a broader interlocal in terms of membership than normally presented in that it is basically statewide. Bluntly, given the physical limits we have on staffing and equipment, it is one which is more likely to benefit us than to burden us since we can request assistance from a broad range of municipal corporations in other counties, if we need them. So, I would recommend that the Mayor and Ms. Collins be authorized to execute upon behalf of the City.

6. JANITORIAL SERVICES AGREEMENT: Apparently the City received no direct responses to the request for proposals to provide janitorial services to City's facilities. Thus, as I understand Mr. Baun moved to a state-provided site and has received a proposal. Apparently, since it is through that site one must use their agreement. Thus, the agreement is quite a bit different than has been historically utilized in relation to format. However, so long as Staff is comfortable that the necessary services are set out, it does need to have the authorization for the Mayor to execute the document.

7. BHO MATTERS:

A. Litigation: An amended complaint has been filed by BHO. Basically they have added allegations that the adoption of Ordinances 834 and 835 were adopted so as to prohibit their desired use. Some would say that there is a bit of irony in that apparent position. However, Mr. Myers and I have met and



discussed at length the implications and defenses to the complaint, as amended.

B. Permit Processing: The Company has submitted a complete conditional use application with the City. It has been provided to Mr. Aaland who has scheduled a public hearing on the matter for mid-October. Mr. Baun is in process of reviewing the documentation submitted pursuant to the requirement for a review under the State Environmental Protection Act (SEPA) and will likely be speaking to the status of that review in his report.

Obviously Mr. Aaland is likely to receive more input, both written and oral, then has been historically true. Based upon my experience with him over the years, I am confident that his decision will be rationale and in compliance with any applicable law, rule or regulation. Any decision he issues will be subject to direct appeal to the Courts under the Land Use Petition Act (LUPA).

As always, this is not meant to be all inclusive. If you have any questions or comments, please direct them to me.

DG/le

**RCW 35.92.025:** Authority to make charges for connecting to water or sewerage system: Interest charges.

Cities and towns are authorized to charge property owners seeking to connect to the water or sewerage system of the city or town as a condition to granting the right to so connect, in addition to the cost of such connection, **such reasonable connection charge as the legislative body of the city or town shall determine proper in order that such property owners shall bear their equitable share of the cost of such system.** The equitable share may include interest charges applied from the date of construction of the water or sewer system until the connection, or for a period not to exceed ten years, at a rate commensurate with the rate of interest applicable to the city or town at the time of construction or major rehabilitation of the water or sewer system, or at the time of installation of the water or sewer lines to which the property owner is seeking to connect but not to exceed ten percent per year: PROVIDED, That the aggregate amount of interest shall not exceed the equitable share of the cost of the system allocated to such property owners. Connection charges collected shall be considered revenue of such system.

DATE: 8/12/05

REC: PWM

INQUIRER: RACHELLE

TITLE: INTERNAL AUDITOR

FC: U 3.5000

RE: What authority does a city have to waive a system development charge?

\* \* \* \* \*

By system development charge I assume you mean the charge that is imposed at the time property is connected to utilities to pay for development of the system.

There are two statutes that potentially allow a city to waive this type of charge in certain limited cases. One is RCW 35.92.380. This statute allows a city to waive or delay connection fees for low income persons, or a class of low income persons to connect to lines or pipes used by the city utility service. The other statute that might apply is RCW 35.21.685. This statute allows a city to assist in the development of low income housing by providing for loans or grants to the owners or developers of housing. One form of the grant could be a waiver or reduction in connection charges.

There is a statute, RCW 74.38.070, that allows for a city to reduce utility rates for low income senior citizens but that is a slightly different concept.

As far as I am aware, these are the only specific grants of statutory authority for a waiver and I am not aware of another reason that would justify such a waiver. For example, waiving a fee to encourage businesses to locate is probably not an allowable reason for the waiver.

Dan,

Sue asked me to respond to your question, and I hope I do a better job than I did yesterday with the sewer line/bidding issue. We're not aware of any legal authority for allowing discounts, waivers, etc. to connection fees that are not based upon income or disability. (I don't think a discount or waiver for senior citizens in general is legally proper, as they may have adequate income and be in good health.) The city could, however, reduce connection fees across the board, to encourage connection/development. But, I see no basis to offer discounts or waivers to "encourage development" or for some purpose relating to "aquifer protection."

Bob

From: Daniel Glenn [mailto:glennsatsop@msn.com]  
Sent: Monday, July 30, 2012 2:52 PM  
To: Sue Enger  
Subject: Elma Query: Sewer Connection Fee

Ms. Enger,

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Factual situation: The City is anticipating extending its sewer system to serve an area not currently served.

Query: The indication given by the consulting engineer is that the City can take a number of steps to encourage connection. The steps referenced including providing a discount from the existing system wide connection fee if the connection is done within a defined period, a discounted fee to a developer to "encourage development," or the water system fund paying for the connection under the justification of "aquifer protection." Are there bases for allowing discounts, waivers, etc. which are not based upon income or senior citizen elements? If so, where can I find them?

Any information which you can provide will be greatly appreciated.

Thank you.

Dan

1.

**Paul Sullivan (#1) and Pat Mason (#2)**

**Response #1: Paul Sullivan**

You ask: Do you have any guidance on the legality or method by which the city can allow people to pay sewer connection charges over time? I have been concerned that it would be a loaning of public funds and other than for low income persons under RCW 35.92.380, would be unconstitutional. I understand other cities have revolving loan funds, however. We are interested in something like that for people who of low to moderate income who cannot afford the fee at the time of the connection.

1. There is, as you point out, statutory authorization for installment payments for low income citizens set out in RCW 35.92.380. This statute indicates that sewer connection charges may be waived or delayed for low income persons if it is done pursuant to a program established by ordinance.

As far as I am aware, the above is the only specific statutory authorization that would allow for payment of such fees on an installment basis. Even though there may be no specific authority permitting installment payments except in limited circumstances, however, there does not appear to be any statutory authority prohibiting such a practice either

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Our office has taken the position in the past that code cities probably can provide for installment payments for sewer connection charges. It would be preferable, if such payments are allowed, that interest be charged on the outstanding debt. This would appear to protect the city from a charge that payment of a connection fee on an installment basis would constitute an illegal loan of municipal funds to a private individual.

I am not entirely certain what the legal rationale is for allowing installment payments; I am not aware of any authority addressing the issue. What is clear, though, that allowing for the payment of connection fees over time is fairly commonplace. This is only speculation on my part, but there may be several possible explanations. One, while a city is authorized to require payments of connection charges, it is not required to do so. The fact that such payments are not required might justify their payment, when payment is required, to be made in installments. Secondly, sewer service is proprietary in nature and the courts, as to proprietary programs, are more inclined to let the local governments treat their programs more like private businesses (which typically will allow time payments).

Whatever the reason, cities do allow for payment of connection fees in installments and charge interest on the unpaid balance and, in our opinion, it is legal for them to do so. I do encourage you, though, to discuss this with your city attorney.

**Response #2:**

From MRSC: Legislation was passed in 1998 implementing the constitutional amendment approved by voters in November 1997 allowing municipal storm water and sewer utilities to

make loans for storm water and sewer conservation and efficiency (Chapter 31, Laws of 1998). Counties, cities, towns, and special districts can now use utility operating revenues to assist homeowners and businesses in acquiring and installing materials and equipment that will conserve or allow for more efficient use of municipal storm water and sewer services. The amendment to the state constitution expands the authority already available for energy (*weatherization*) and water conservation assistance, and establishes that these loans are not an improper loan of public credit. The loans provide another tool for local governments to work with utility customers in improving municipal water, sewer, and storm water services to better address the critical water quality and habitat conservation issues facing our state.

**1. The legislative changes and amendment are below:**

**RCW 35.67.360**

Conservation of storm water and sewer services -- Use of public moneys.

Any city, code city, town, county, special purpose district, municipal corporation, or quasi-municipal corporation that is engaged in the sale or distribution of storm water or sewer services may use public moneys or credit derived from operating revenues from the sale of storm water or sewer services to assist the owners of structures or equipment in financing the acquisition and installation of materials and equipment, for compensation or otherwise, for the conservation or more efficient use of storm water or sewer services in such structures or equipment. Except for the necessary support of the poor and infirm, an appropriate charge-back shall be made for the extension of public moneys or credit. The charge-back shall be a lien against the structure benefited or a security interest in the equipment benefited.

[1998 c 31 § 2.]

**NOTES:**

**Findings -- Intent -- 1998 c 31:** "The legislature finds that the voters approved an amendment to Article VIII, section 10 of the state Constitution in 1997. The legislature finds that this amendment to the state Constitution will allow necessary improvements to be made to storm water and sewer services so that less pollution is discharged into the waters of the state, less treatment will be needed, and capacity for existing treatment systems will be saved. It is the intent of the legislature to enact legislation that grants specific authority to units of local government that provide storm water and sewer services to operate programs that are consistent with the authority granted in House Joint Resolution No. 4209." [1998 c 31 § 1.]

**Effective date -- 1998 c 31 § 2:** "Section 2 of this act takes effect July 1, 1998." [1998 c 31 § 3.]

**Pat Mason Response**

TEL. INQ. NO.: 05-3986

Y/N: Y

CITY/COUNTY: VANCOUVER



**Robert Sepler**

Legal Consultant

206.625.0916 x 112 | [MRSC.org](http://MRSC.org) | Local Government Success

**From:** Oskar Rey [mailto:[orey@mrsc.org](mailto:orey@mrsc.org)]

**Sent:** Tuesday, August 08, 2017 4:57 PM

**To:** Darren Nienaber <[dnienabe@ci.olympia.wa.us](mailto:dnienabe@ci.olympia.wa.us)>

**Subject:** RE: Research Request

2. Hello Darren:

This email is in response to your MRSC inquiry, which is set forth at the bottom of this email.

Let's start with the applicability of RCW Chapter 35.67 to code cities first. RCW 35.67.020 provides that "every city" may construct, maintain and operate sewer systems. RCW 35.67.200 applies to "cities and towns owning their own sewer systems." And RCW 35A.21.150 explicitly makes RCW Chapter 35.67 applicable to code cities.

At first, I was unsure whether the provisions of RCW 35.67.200 was really intended to apply to connection charges as opposed to monthly billings. I also had "lending of credit" concerns about installment payments. But the authority is right there in the statute:

Cities and towns owning their own sewer systems shall have a lien for delinquent and unpaid rates and charges for sewer service, penalties levied pursuant to RCW 35.67.190, and connection charges, including interest thereon, against the premises to which such service has been furnished or is available, which lien shall be superior to all other liens and encumbrances except general taxes and local and special assessments. [emphasis added]

If a city was required to collect connection charges up front, then there would be no need to provide for a lien or include the term "including interest thereon." I think this provides sufficient statutory authority to provide for a lien by contract as per the Hite case.

With respect to lending of credit, Bob Meinig said the following in response to a previous inquiry on a similar issue:

As to sewer connection charges, RCW 35.67.200 authorizes interest to be charged for connection fees and also provides lien authority, the latter being particularly key, as it provides some form of protection for nonpayment. In analyzing the lending of credit prohibitions, the courts have adopted a "risk of loss" analysis in which the focus is on the risk of endangering public funds. See, e.g., Seattle-King County Council of Camp Fire v. State Dep't of Revenue, 105 Wn.2d 55, 61 (1985); Marysville v. State, 101 Wn.2d 50, 52-53 (1984); Johnson v. Johnson, 96 Wn.2d 255, 267 (1981). Although RCW 35.67.200 does not speak specifically of installment payments for connection charges, I think that authority is implied by authorizing interest for those charges. If those charges had to be paid upfront in a lump sum, there would be no need for interest.

Also, providing sewer service is a proprietary function. Courts are more willing to find implied powers when a government entity is acting in a proprietary rather than a governmental capacity. City of Tacoma v. Taxpayers of City of Tacoma, 108 Wn.2d 679, 694, 743 P.2d 793, 800-01 (1987) ("when the Legislature authorizes a municipality to engage in a business, [it] may exercise

its business powers very much in the same way as a private individual.”)

I hope this is helpful. Please call or email if you have any follow-up questions.

**Oskar Rey**

Legal Consultant

206.625.1300 | [MRSC.org](http://MRSC.org) | Local Government Success

Inquiry: A City may have an interest in accepting payments on a sewer general facilities charge. For example, the payments might go on for ten years. Can the 35A city put a lien into the contract so that if the GFC is not paid off, the remainder is a lien on the property. Title 35 cities have a very good RCW - RCW 35.67.200. There is also a case that appears to allow contracts for liens. See Hite v. Public Util. Dist. No.2, 112 Wn.2d 456 (1989). I want to make sure that if there is a 35A statute, that any city action is consistent with it. Is there any RCW 35A that applies? If no, does the RCW 35 either 1. apply or 2. is an option? If it simply an option, can the City use authority from the Hite case to put it in a contract. Would Hite apply or is there a better case? Thank you!!

**From:** Darren Nienaber [<mailto:dnienabe@ci.olympia.wa.us>]

**Sent:** Monday, August 07, 2017 11:53 AM

**To:** Oskar Rey <[orev@mrsc.org](mailto:orev@mrsc.org)>

**Subject:** RE: Research Request

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Hi Oskar! I will be out tomorrow on vacation back on August 21st. If a message can be put in writing for when I return, that would be great. If there are some subtleties that are easier to explain by voicemail, that is fine as well. Thanks,

Darren

Hello Darren:

1. This email is in response to your MRSC inquiry, which is set forth at the bottom of this email.

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**To:** Oskar Rey <[orey@mrsc.org](mailto:orey@mrsc.org)>

**Subject:** RE: Research Request

Hi Oskar! I will be out tomorrow on vacation back on August 21st. If a message can be put in writing for when I return, that would be great. If there are some subtleties that are easier to explain by voicemail, that is fine as well. Thanks,

---

Darren

-----Original Message-----

**From:** Oskar Rey [<mailto:orey@mrsc.org>]

**Sent:** Monday, August 07, 2017 11:48 AM

**To:** Darren Nienaber <[dnienabe@ci.olympia.wa.us](mailto:dnienabe@ci.olympia.wa.us)>

**Subject:** FW: Research Request

Hi Darren:

I will be out of the office this afternoon, but I can start looking at this first thing tomorrow. I will call or email you once I have an answer. Thanks!

Oskar Rey

Legal Consultant

206.625.1300 | [MRSC.org](http://MRSC.org) | Local Government Success

-----Original Message-----

**From:** Receptionist

**Sent:** Monday, August 07, 2017 11:07 AM

**To:** Oskar Rey <[orey@mrsc.org](mailto:orey@mrsc.org)>

**Subject:** Research Request

Name: Darren Nienaber  
Title: Deputy City Attorney  
Phone: 360-753-8044  
Email: [dnienabe@co.olympia.wa.us](mailto:dnienabe@co.olympia.wa.us)

A City may have an interest in accepting payments on a sewer general facilities charge. For example, the payments might go on for ten years. Can the 35A city put a lien into the contract so that if the GFC is not paid off, the remainder is a lien on the property. Title 35 cities have a very good RCW - RCW 35.67.200. There is also a case that appears to allow contracts for liens. See *Hite v. Public Util. Dist. No.2*, 112 Wn.2d 456 (1989). I want to make sure that if there is a 35A statute, that any city action is consistent with it. Is there any RCW 35A that applies? If no, does the RCW 35 either 1. apply or 2. is an option? If it simply an option, can the City use authority from the Hite case to put it in a contract. Would Hite apply or is there a better case? Thank you!!

**TAB - C**

## **STAFF REPORT**

To: Mayor Schiller  
From: Todd Baun, Director of Public Works  
Date: September 8, 2017  
Re: Current Non-Agenda Activity

---

### **Tree Trimming**

Light and Power has been trimming trees along several problem areas.

### **Asphalt Patching**

The public works crew has been patching several pavement areas that we previously have dug up to make improvements or repairs.

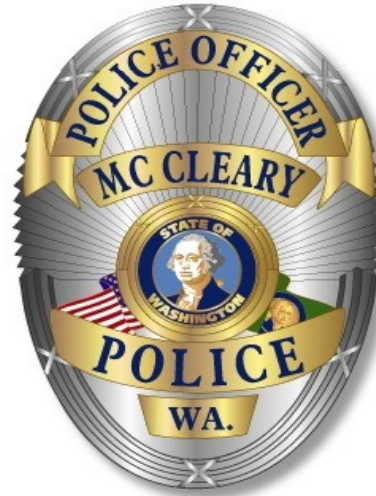
### **Power Outage**

A reminder that there will be a city wide power outage on September 22<sup>nd</sup>, starting at 11 pm and expecting to last until 7 AM on September 23<sup>rd</sup>. The reason for the outage is because of Bonneville Power Administration (BPA) will be updating and maintaining power equipment on the circuit that feeds the City of McCleary.

**TAB - D**

City Of McCleary Police Report: Chief Steve Blumer  
 Reporting Officer: Chief Blumer  
 Month Of August  
 2017  
 City Mayor: Brent Schiller

City Council Members:  
 Position 1: Brenda Orffer  
 Position 2: Dustin Richey  
 Position 3: Larry Peterson  
 Position 4: Ben Blankenship  
 Position 5: Pam Ator



### Violent & Property Crimes

Murder	
Rape	
Assault	2
Robbery	
Harassment / Domestic	12
Theft	7
Trespass	4
Stalking	
Found Property	3
Warrant Arrest	6
Burglary	8

<b>TOTAL</b>	<b>42</b>
--------------	-----------

### Other Emergent Calls

FIRE	26
Suicide	
Missing Person	
Disorderly Conduct	4
Drug Incidents	
Man Down	1
911	5
Alarm	6
Display	2

<b>TOTAL</b>	<b>44</b>
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### Traffic Stops and Violations

DUI	1
Accident	
Stolen Vehicle	1
Abandon Vehicle	3
Parking Enforcement	
Motorist Assist	
Fatal Accident	
Subject Stop	
Traffic Stop	63
Reckless	3
Vehicle prowl	4

### Other Non Emergent Calls

Noises Complaints	1
Code Enforcement	15
Agency Assist	14
Police Referral	
Citizen Assist	2
Suspicious	36
Juvenile	1
Welfare Check	4
Other	35
Fraud	1
Court Order	7

<b>TOTAL</b>	<b>116</b>
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<b>Total Calls For The Month</b>	<b>277</b>
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**TAB - E**



**STAFF REPORT**

To: Mayor Schiller  
From: Todd Baun, Director of Public Works  
Date: September 8, 2017  
Re: Janitorial Contract

---

After several months without janitorial service, we have finally received a bid and contract that staff has reviewed and would like to have executed. We went through the Washington State Department of Enterprise Services master contract 00508 for janitorial services to procure the contracts.

Due to recommendations from the state, there are 4 separate contracts. City Hall Complex, Community Center, WWTP Office and Library each have individual contracts. The same company, P.G. Clean Janitorial of WA, was the preferred bidder on each contract. The total for all 4 contracts comes to a sum of \$1051.15 per month.

**Action Requested:**

Please accept all bids and allow the Mayor to sign the contracts for Janitorial services.



1500 Jefferson Street SE, P.O. Box 41411 • Olympia, Washington 98504-1411 • (360) 407-2213  
[DESCPRMHealHumServ@des.wa.gov](mailto:DESCPRMHealHumServ@des.wa.gov)

## Janitorial Services Master Contract Work Contract #32093

Bidder Company Name: P.G. Clean Janitorial of WA      OMWBE Status: Certified Minority & Women Owned Business  
Bidder UBI #: 603-446-518  
Bidder Point of contact: Erica Smith      Email: [esmith@vmjholdings.com](mailto:esmith@vmjholdings.com)      Phone: 360-339-6605  
Site Supervisor: Erica Smith      Email: [ericasmith522@gmail.com](mailto:ericasmith522@gmail.com)      Phone: 360-550-1887

Work Request Form: Type your agency/entity information below, fill out site visit/evaluation information, embed any special "Terms and Conditions," update prevailing wage boxes, and then fill out the janitorial work requirements below.

Agency Name: McCleary Public Works - WWTP Office      Work Request Number: 32093  
Agency # or ID: 21405      County: Grays Harbor  
Contract Life: 2 yrs.      Original Start Date: End of Aug 2017  
Building Type: General Office      Estimated Square Feet: 850      # of Floors: 1.00


Customer preferred cleaing day / times are Fridays (only) between 8:00 am - 8:00 pm. The preferred sequence is for the awarded vendor to clean the Library, then the WWTP, then the Communtiy Center, and City Hall last. This is due to public and staff use of the buildings. Upon contract singing the awarded vendor is required to work with the customer to develop a communication process around the Communtiy Center rentals and the best time to clean the building.

Approved working hours

	<u>Work to be performed at:</u>	<u>Client Contract Administrator:</u>	<u>Send billing information to:</u>
Street Address:	100 S. 3rd Street	100 S. 3rd Street	100 S. 3rd Street
Street Address:			
City & Zip	McCleary WA 98557	McCleary WA 98557	McCleary WA 98557
Point of contact	Todd Baun	Todd Baun	Lindsay Blumberg
Phone:	360 495-3667	360 495-3667	360 495-3667
Fax:			
Email:	<a href="mailto:toddb@cityofmcclary.com">toddb@cityofmcclary.com</a>	<a href="mailto:toddb@cityofmcclary.com">toddb@cityofmcclary.com</a>	<a href="mailto:lindsayb@cityofmcclary.com">lindsayb@cityofmcclary.com</a>

### Special Instructions, Conditions, Standard of Work Requirements and/or Floor Plans

Facility Security: Apparent Successful Bidder employees may be required to pass background check documentation for any staff member or subcontractor who will be given access to the facility.

Embed any documents containing specific terms, conditions, specifications, floor plans, and/or other instructions. >>>>>>>>>>	Back ground checks are required and will be completed by McCleary Police Department	 2F37E15F.pdf		
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Prevailing Wage Information: To be updated with any contract extension					
Click on link to identify proper prevailing wage>>> <a href="#">L&amp;I janitorial prevailing wages by job class by county</a>					
*Note: The purchasing agency will update the Work Contract to reflect the L&I prevailing wage changes at the time of the contract extension or minimum wage changes effective January 1st of each applicable year.					
Bidder to identify hourly labor rate>>>	Supervisor	Janitor	Shampooer	Waxer	Window Washer
	\$12.50	11	11.25	11	13.22

**NOTE:** Janitorial work contracts are "performance based" contracts, and vendors must submit quotes that assure the ability to fully service all noted tasks in accordance with this agency's performance demands (which will be discussed at the site visit.) The amount of minutes bid by vendors will be calculated to measure reasonableness and quality assurance in accordance with RCW 39.26.160(2)(c) and the master contract 00508; janitorial service personnel are required to cumulatively work the amount of minutes submitted in the RFQQ and Work Contract.

## Cleaning Services task section instructions:

These sections use drop down menus for choices. X is selected in each section in column B as a default as is a frequency of 1 Weekly. Deselect the X in the drop down menu if a section is unnecessary. If tasks are needed, select the X next to the task. You may also add tasks in the sections marked "Other." Select the frequency that the tasks needed. Please provide any "additional instructions" unique to your site in the area provided. Your accuracy will assist the vendors in providing the most responsive bid possible.

<input checked="" type="checkbox"/>	1	Dust, wipe, spot clean, and remove finger prints to include: (Daily / Weekly)
a)	<input type="checkbox"/>	Reception area tables, counters, chairs, and windows
b)	<input type="checkbox"/>	Copy room counters & tables

- c) ☒ Lunchroom counters and tables
- d) ☒ General hallway and corridor walls
- e) ☐ File cabinets
- f) ☒ Glass doors
- g) ☐ Elevator walls and hand rails
- h) ☐ Stairwell walls and hand rails
- i) ☒ Spot clean all smudges, stains and spills as needed on any flooring or open surface
- j) ☒ Remove cobwebs
- k) ☐ Other
- l) ☐ Other
- m) ☐ Other
- n) ☐ Other

Additional Instructions:

1

Weekly

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
S	M	T	W	R	F	S

Total MINUTES required to successfully complete this task  
per job class per event >>>

Supervisor(s)

Janitor(s)

Shampooer(s)

Waxer(s)

Window Washer(s)

5

25



Check box to activate section:

☒

2 Additional Dust, wipe, spot clean and disinfect: (Daily / Weekly)

- a) ☒ Light switches
- b) ☒ Door handles
- c) ☐ Vending machines
- d) ☐ File cabinets
- e) ☐ Stair walls and hand rails
- f) ☐ Elevator walls and hand rails
- g) ☐ Other
- h) ☐ Other
- i) ☐ Other

Additional instructions:

Frequency: 1 x a Week

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
S	M	T	W	R	F	S

Total MINUTES required to successfully complete this task  
per job class per event >>>

Supervisor(s)	Janitor(s)	Shampooer(s)	Waxer(s)	Window Washer(s)
	5			

↓ Check box to activate section:

☒

### 3 Dust, wipe, spot clean and remove finger prints to include: (Monthly / Annually)

- a) ☒ Horizontal surfaces & moldings
- b) ☐ Horizontal & vertical blinds
- c) ☐ Picture Frames
- d) ☐ Cloth panels
- e) ☒ HVAC vents, grills, and recesses
- f) ☒ Ceiling vents, grills, and recesses
- g) ☐ Horizontal & vertical blinds
- h) ☐ Other
- i) ☐ Other
- j) ☐ Other
- k) ☐ Other
- l) ☐ Other

Special instructions:

Frequency: 2 x a Year

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec

Supervisor(s) Janitor(s) Shampooer(s) Waxer(s) Window Washer(s)

Total MINUTES required to successfully complete this task  
per job class per event >>>

5	15			
---	----	--	--	--

↓ Check box to activate section:

☒ 4 Clean / Wipe Chrome Fixtures to Include:

- a) ☐ Drinking Fountains
- b) ☐ Elevators
- c) ☒ Faucets
- e) ☐ Other
- g) ☐ Other
- i) ☐ Other
- k) ☐ Other

Special instructions:

Frequency:  x

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
S	M	T	W	R	F	S												

Total MINUTES required to successfully complete this task  
per job class per event >>>

Supervisor(s)	Janitor(s)	Shampooer(s)	Waxer(s)	Window Washer(s)
	5			

↓ Check box to activate section:

☒ 5 Empty Daily Trash / Recycle bins from the following areas:

- a) ☒ All rooms and open areas.
- b) ☒ General open areas, hallways, and corridors
- c) ☐ The following Conference Rooms:

- d) ☐ Dining / lunchroom areas
- e) ☐ Kitchen areas
- g) ☐ Reception Area
- i) ☒ Replace trash liners whenever stained, soiled, torn, and/or removed.
- k) ☐ Employee cubicle areas
- m) ☐ Other
- o) ☐ Other
- q) ☒ Empty smaller trash / recycle items into large receptacles at specified location
- s) ☐ On designated day(s), take large receptacles to the specified area.

Special instructions: Trash can liners shall be replaced whenever they become stained, soiled, or torn.

Frequency:  x

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
S	M	T	W	R	F	S												

Total MINUTES required to successfully complete this task per job class per event >>>	Supervisor(s)	Janitor(s)	Shampooer(s)	Waxer(s)	Window Washer(s)
	5	10			

↓ Check box to activate section:

☐

## 6 Entry way and Outside Clean-up:

- a) ☐ Sweep within 10 feet of each entrance.
- b) ☐ Sweep sidewalks along the front of building
- c) ☐ Remove trash and debris from outside parking lot
- d) ☐ Empty all entrance ash trays
- e) ☐ Empty outside trash cans into proper receptacle as
- g) ☐ Other
- i) ☐ Other
- k) ☐ Other
- m) ☐ Other
- o) ☐ Other



Special Instructions:



Check box to activate section:

☐

## 7 Day Porter Services

Day Porter expected to work

hours per day

- a) ☐ Reposition all conference room and reception area chairs
- b) ☐ Replace light bulbs & light tubes as needed
- c) ☐ Stock, and monitor all janitorial supplies
- d) ☐ Provide additional Day Porter Services as noted below in Special Instructions
- e) ☐ Day porter to also perform tasks noted in other paragraphs / subparagraphs as stated therein.
- g) ☐
- i) ☐
- k) ☐
- m) ☐
- o) ☐

**Special Instructions:** Notice to Bidders: If Day Porter is to perform tasks noted under different paragraphs/subparagraphs, minutes for performing such tasks are part of the day-porter's established time and should not be added to respective sections unless bidder feels extra minutes are needed to complete the tasks.

Embed Document here describing Day Porter Services if Applicable.



Check box to activate section:

☐

## 8 Additional General Miscellaneous Cleaning:

- a) ☐ Reposition all conference room and reception area chairs
- b) ☐ Replace light bulbs & light tubes as needed
- c) ☐ Stock, and monitor all janitorial supplies
- d) ☐ Other
- e) ☐ Other
- g) ☐ Other
- i) ☐ Other
- k) ☐ Other
- m) ☐ Other
- o) ☐ Other

Special Instructions:

## Specific Rooms and Areas: Restrooms, Kitchen, & Other

Select the X for the boxes of the cleaning tasks that apply, or type additional tasks in the sections marked "Other."

☒

## 9 General Restroom Cleaning and Disinfecting

- a) ☒ Sanitize all toilets, urinals, wash basins, etc.

- b) ☒ Sweep, dry mop and/or damp mop and disinfect floors
- c) ☒ Clean mirrors, mirror frames, faucets, exposed pipes, dispensers, hand driers, counters, and door handles
- d) ☒ fill all paper towel dispensers, toilet paper dispensers, toilet seat cover dispensers, and soap dispensers.
- e) ☐ Plunge and/or snake toilets as needed.
- g) ☐ Other
- i) ☐ Other
- k) ☐ Other
- m) ☐ Other
- o) ☒ Floor cleaning for bathroom is included as part of general floor cleaning duties

Special Instructions:

Frequency:  x

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
S	M	T	W	R	F	S												

Total MINUTES required to successfully complete this task per job class per event >>>	Supervisor(s)	Janitor(s)	Shampooer(s)	Waxer(s)	Window Washer(s)
	5	20			

↓ Check box to activate section:

☒ 10 Additional Restroom Cleaning and Disinfecting:

- a) ☒ Clean and disinfect toilet stall doors and walls
- b) ☐ Clean and disinfect shower areas and fixtures
- c) ☐ Other
- d) ☐ Other
- e) ☐ Other
- g) ☐ Other

Special Instructions:

Frequency:  x

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>												

S M T W R F S Jan Feb Mar Apr May Jun Jul Aug Sep Oct Nov Dec

	Supervisor(s)	Janitor(s)	Shampooer(s)	Waxer(s)	Window Washer(s)
Total MINUTES required to successfully complete this task per job class per event >>>	5	10			

↓ Check box to activate section:

<input checked="" type="checkbox"/>	<b>11 General Kitchen Cleaning:</b>										
a) <input checked="" type="checkbox"/>	Clean and disinfect all counters										
b) <input type="checkbox"/>	Clean and disinfect outside of all cabinets										
c) <input type="checkbox"/>	Clean and disinfect outside of all appliances										
d) <input checked="" type="checkbox"/>	Clean and disinfect sink and fixtures										
e) <input checked="" type="checkbox"/>	Clean and disinfect tables and counters in lunch room / eating area.										
g) <input checked="" type="checkbox"/>	Dry mop / wet mop to remove all spills and stains on floor										
i) <input type="checkbox"/>	Clean inside of following appliances:										
k) <input type="checkbox"/>	Other										
m) <input type="checkbox"/>	Other										
o) <input type="checkbox"/>	Other										
Special Instructions:											
Frequency:	1 x a Week										
	<div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> </div> <div> <div>S</div> <div>M</div> <div>T</div> <div>W</div> <div>R</div> <div>F</div> <div>S</div> </div> <div> <div>Jan</div> <div>Feb</div> <div>Mar</div> <div>Apr</div> <div>May</div> <div>Jun</div> <div>Jul</div> <div>Aug</div> <div>Sep</div> <div>Oct</div> <div>Nov</div> <div>Dec</div> </div>										
Total MINUTES required to successfully complete this task per job class per event >>>											
<table> <thead> <tr> <th>Supervisor(s)</th> <th>Janitor(s)</th> <th>Shampooer(s)</th> <th>Waxer(s)</th> <th>Window Washer(s)</th> </tr> </thead> <tbody> <tr> <td>5</td> <td>20</td> <td></td> <td></td> <td></td> </tr> </tbody> </table>		Supervisor(s)	Janitor(s)	Shampooer(s)	Waxer(s)	Window Washer(s)	5	20			
Supervisor(s)	Janitor(s)	Shampooer(s)	Waxer(s)	Window Washer(s)							
5	20										

↓ Check box to activate section:

<input type="checkbox"/>	<b>12 Additional Kitchen Cleaning:</b>
a) <input type="checkbox"/>	Clean inside of microwave(s)

- b) ☐ Clean inside of refrigerator(s)
- c) ☐ Other
- d) ☐ Other
- e) ☐ Other
- g) ☐ Other
- i) ☐ Other
- k) ☐ Other
- m) ☐ Other
- o) ☐ Other

Special Instructions:



Check box to activate section:

☐

### 13 Other Specific Rooms As Follows:

- a) ☐ Other
- b) ☐ Other
- c) ☐ Other
- d) ☐ Other
- e) ☐ Other
- g) ☐ Other
- i) ☐ Other
- k) ☐ Other
- m) ☐ Other
- o) ☐ Other

Special Instructions:

## Floor Care and Cleaning Services

↓ Check box to activate section:

☐

### 14 Vacuum High Traffic Carpeted Areas to Include: (Daily / Weekly)

- a) ☐ Reception Area
- b) ☐ General open areas, hallways and corridors
- c) ☐ The following Conference rooms: \_\_\_\_\_
- d) ☐ Elevator Floor
- e) ☐ Employee cubicle areas
- f) ☐ Additional Rooms &/or areas as noted in Special Instructions space below.
- g) ☐ Spot clean all carpeted areas when needed
- h) ☐ Other
- i) ☐ Other
- j) ☐ The above square footage is estimated, Vendors should confirm actual square footage at site visit.

Special instructions:

↓ Check box to activate section:

☐

15 Vacuum Low Traffic Carpeted Areas to Include:

0

- a) ☐ Employee Cubicle Areas
- c) ☐ The following Conference rooms: \_\_\_\_\_
- e) ☐ Private Offices
- g) ☐ Additional Rooms &/or areas as noted in Special Instructions space below.
- i) ☐ Other
- k) ☐ Other
- m) ☐ Other
- o) ☐ Other
- q) ☐ Other
- s) ☐ *The above square footage is estimated, Vendors should confirm actual square footage at site visit.*

Special instructions:

↓ Check box to activate section:

☒

16 Clean resilient floors to include: (Daily / Weekly)

Estimated # of square feet:

850

- a) ☒ Sweep floors
- b) ☒ Dry mop
- c) ☒ Wet mop

- Special instructions:** Surface cleaning as noted above should be done on all noncarpeted floors unless specified otherwise.

					X	
S	M	T	W	R	F	S

Supervisor(s)	Janitor(s)	Shampooer(s)	Waxer(s)	Window Washer(s)
10	20			

X

Estimated # of square feet:

a)	<input checked="" type="checkbox"/>	Strip old wax and remove stains and discolorations
c)	<input type="checkbox"/>	Re-wax the areas checked off and/or specified below. (See also special instructions for waxing requirements)
e)	<input checked="" type="checkbox"/>	All non-carpeted floors
g)	<input checked="" type="checkbox"/>	Kitchen, Lunchroom areas
i)	<input checked="" type="checkbox"/>	Restrooms
k)	<input type="checkbox"/>	Print, Copy, Storage Rooms
m)	<input type="checkbox"/>	Stairs and Landings
o)	<input type="checkbox"/>	Entryways
q)	<input checked="" type="checkbox"/>	The above square footage is estimated, Vendors should confirm actual square footage at site visit.
s)	<input type="checkbox"/>	Other

Special instructions:

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100	101	102	103	104	105	106	107	108	109	110	111	112	113	114	115	116	117	118	119	120	121	122	123	124	125	126	127	128	129	130	131	132	133	134	135	136	137	138	139	140	141	142	143	144	145	146	147	148	149	150	151	152	153	154	155	156	157	158	159	160	161	162	163	164	165	166	167	168	169	170	171	172	173	174	175	176	177	178	179	180	181	182	183	184	185	186	187	188	189	190	191	192	193	194	195	196	197	198	199	200	201	202	203	204	205	206	207	208	209	210	211	212	213	214	215	216	217	218	219	220	221	222	223	224	225	226	227	228	229	230	231	232	233	234	235	236	237	238	239	240	241	242	243	244	245	246	247	248	249	250	251	252	253	254	255	256	257	258	259	260	261	262	263	264	265	266	267	268	269	270	271	272	273	274	275	276	277	278	279	280	281	282	283	284	285	286	287	288	289	290	291	292	293	294	295	296	297	298	299	300	301	302	303	304	305	306	307	308	309	310	311	312	313	314	315	316	317	318	319	320	321	322	323	324	325	326	327	328	329	330	331	332	333	334	335	336	337	338	339	340	341	342	343	344	345	346	347	348	349	350	351	352	353	354	355	356	357	358	359	360	361	362	363	364	365	366	367	368	369	370	371	372	373	374	375	376	377	378	379	380	381	382	383	384	385	386	387	388	389	390	391	392	393	394	395	396	397	398	399	400	401	402	403	404	405	406	407	408	409	410	411	412	413	414	415	416	417	418	419	420	421	422	423	424	425	426	427	428	429	430	431	432	433	434	435	436	437	438	439	440	441	442	443	444	445	446	447	448	449	450	451	452	453	454	455	456	457	458	459	460	461	462	463	464	465	466	467	468	469	470	471	472	473	474	475	476	477	478	479	480	481	482	483	484	485	486	487	488	489	490	491	492	493	494	495	496	497	498	499	500	501	502	503	504	505	506	507	508	509	510	511	512	513	514	515	516	517	518	519	520	521	522	523	524	5
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S M T W R F S Jan Feb Mar Apr May Jun Jul Aug Sep Oct Nov Dec

Total MINUTES required to successfully complete this task per job class per event >>>	Supervisor(s) 10	Janitor(s) 60	Shampooer(s)	Waxer(s)	Window Washer(s)
--	---------------------	------------------	--------------	----------	------------------

↓ Check box to activate section:

☐ 18 Shampoo Carpet As follows:

- a) ☐ All carpeted areas
- c) ☐ Lobby / Reception area
- e) ☐ All open access areas along hallways and corridors
- g) ☐ Conference Rooms
- i) ☐ Private offices
- k) ☐ Employee cubicle areas
- m) ☐ Stairs and landing
- o) ☐ Rugs
- q) ☐ The above square footage is estimated, Vendors should confirm actual square footage at site visit.
- s) ☐ Other

**Special instructions:** Janitor to pre-vacuum all carpeted areas with an upright roller brush vacuum. Janitor to only use an approved hot water extraction process equipment. Janitor must perform cleaning early enough to allow for full drying prior to 8:00 a.m. the following work morning.

## Window Washing

↓ Check box to activate section:

<input checked="" type="checkbox"/>	19	Clean inside of interior/exterior windows	Total # of windows>>	5	Ave Sq. Ft.>>>	24	Estimated # Sq. Ft. >>	120	
a)	<input checked="" type="checkbox"/>	The above square footage is estimated, Vendors should confirm actual square footage at site visit.							
b)	<input type="checkbox"/>	Other							
c)	<input type="checkbox"/>	Other							
d)	<input type="checkbox"/>	Other							
e)	<input type="checkbox"/>	Other							
f)	<input type="checkbox"/>	Other							
g)	<input type="checkbox"/>	Other							
h)	<input type="checkbox"/>	Other							
Special instructions: Vendor to notify management of the exact date for the window cleaning two weeks beforehand -- to allow employees to remove any items from window sills etc.									
Frequency:		2	x	a Year	<div> <div>S</div> <div>M</div> <div>T</div> <div>W</div> <div>R</div> <div>F</div> <div>S</div> <div>Jan</div> <div>Feb</div> <div>Mar</div> <div>Apr</div> <div>May</div> <div>Jun</div> <div>Jul</div> <div>Aug</div> <div>Sep</div> <div>Oct</div> <div>Nov</div> <div>Dec</div> </div>				
Total MINUTES required to successfully complete this task per job class per event >>>					Supervisor(s)	Janitor(s)	Shampooer(s)	Waxer(s)	Window Washer(s)
					10	35			

↓ Check box to activate section:

<input checked="" type="checkbox"/>	20	Clean (ground level) exterior windows	Total # of windows>>	5	Ave Sq. Ft. >>>	24	Estimated # Sq. Ft. >>	120
a)	<input checked="" type="checkbox"/>	The above square footage is estimated, Vendors should confirm actual square footage at site visit.						
c)	<input type="checkbox"/>	Other						
e)	<input type="checkbox"/>	Other						
g)	<input type="checkbox"/>	Other						
i)	<input type="checkbox"/>	Other						
k)	<input type="checkbox"/>	Other						
m)	<input type="checkbox"/>	Other						
o)	<input type="checkbox"/>	Other						

- q) ☐ Other  
s) ☐ Other

Special instructions:

Frequency:  x

S	M	T	W	R	F	S	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
									X						X			

Total MINUTES required to successfully complete this task  
per job class per event >>>

Supervisor(s)	Janitor(s)	Shampooer(s)	Waxer(s)	Window Washer(s)
10	30			

↓ Check box to activate section:

☐

**21 Clean (non-ground level) exterior windows**

- a) ☐ Other  
c) ☐ Other  
e) ☐ Other  
g) ☐ Other  
i) ☐ Other  
k) ☐ Other

Special instructions:

↓ Check box to activate section:



## 22 Clean additional interior windows:

(Sizes to be determined at site visit)

- a) ☒ Entry way Windows
- b) ☐ Private office windows
- c) ☐ Conference room windows
- d) ☐ Reception area windows
- e) ☐ Other
- f) ☐ Other
- g) ☐ Other
- h) ☐ Other
- i) ☐ Other
- j) ☐ Other

Special instructions: Note, this task is for a full window cleaning. Spot wiping of smudges, fingerprints, etc., should come under above sections 1 - 3 above.)

Frequency:

1

x

a Week

S	M	T	W	R	F	S	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
					X													

Total MINUTES required to successfully complete this task  
per job class per event >>>

Supervisor(s)

10

Janitor(s)

15

Shampooer(s)

Waxer(s)

Window Washer(s)

## Miscellaneous and Other Types of Cleaning

↓ Check box to activate section:



## 23 Other:

- a) ☐ Other
- c) ☐ Other
- e) ☐ Other

- g) ☐ Other
- i) ☐ Other
- k) ☐ Other
- m) ☐ Other
- o) ☐ Other
- q) ☐ Other
- s) ☐ Other

Special instructions:



Check box to activate section:

☐

24 Other:

- a) ☐ Other
- c) ☐ Other
- e) ☐ Other
- g) ☐ Other
- i) ☐ Other
- k) ☐ Other
- m) ☐ Other
- o) ☐ Other
- q) ☐ Other
- s) ☐ Other

Special instructions:

↓ Check box to activate section:

☐

25 Other:

- a) ☐ Other
- c) ☐ Other
- e) ☐ Other
- g) ☐ Other
- i) ☐ Other
- k) ☐ Other
- m) ☐ Other
- o) ☐ Other
- q) ☐ Other
- s) ☐ Other

Special instructions:

↓ Check box to activate section:

☐

26 Other:

- a) ☐ Other
- c) ☐ Other
- e) ☐ Other
- g) ☐ Other
- i) ☐ Other
- k) ☐ Other
- m) ☐ Other
- o) ☐ Other
- q) ☐ Other
- s) ☐ Other

Special instructions:

↓ Check box to activate section:

☐

27 Other:

- a) ☐ Other
- c) ☐ Other
- e) ☐ Other
- g) ☐ Other
- i) ☐ Other
- k) ☐ Other
- m) ☐ Other
- o) ☐ Other
- q) ☐ Other
- s) ☐ Other

Special instructions:

**As Needed Cleaning:**

As needed cleaning should only be checked if the agency/entity can provide enough upfront information on each cleaning task for the vendor to calculate the proper amount of minutes to bid to perform the function.

☐

28 Out of the ordinary cleanup following special event or office function or minor construction

Special instructions:

Frequency: 1 x a Year <<< This will be used for Price Evaluation purposes only (Contractor to bill as line item per event)

Supervisor(s)

Janitor(s)

Shampooer(s)

Waxer(s)

Window Washer(s)

Total MINUTES required to successfully complete this task  
per job class per event >>>

☐

29 Emergency water damage cleanup

Special instructions:

Frequency: 1 x a Week <<< This will be used for Price Evaluation purposes only (Contractor to bill as line item per event)



	Supervisor(s)	Janitor(s)	Shampooer(s)	Waxer(s)	Window Washer(s)
Total MINUTES required to successfully complete this task per job class per event >>>					

**30 Other (i.e. Chemical Spills)**

Special instructions:

Frequency: 1 x a Year <<< This will be used for Price Evaluation purposes only (Contractor to bill as line item per event)

	Supervisor(s)	Janitor(s)	Shampooer(s)	Waxer(s)	Window Washer(s)
Total MINUTES required to successfully complete this task per job class per event >>>					

**31 Other (i.e. Biological Spills)**

Special instructions:

Frequency: 1 x a Year <<< This will be used for Price Evaluation purposes only (Contractor to bill as line item per event)

	Supervisor(s)	Janitor(s)	Shampooer(s)	Waxer(s)	Window Washer(s)
Total MINUTES required to successfully complete this task per job class per event >>>					

**32 Other (i.e. Bodily Fluids)**

Special instructions:

Frequency: 1 x a Year <<< This will be used for Price Evaluation purposes only (Contractor to bill as line item per event)

	Supervisor(s)	Janitor(s)	Shampooer(s)	Waxer(s)	Window Washer(s)
Total MINUTES required to successfully complete this task per job class per event >>>					

**33 Other**

Special instructions:

Frequency: 1 x a Year <<< This will be used for Price Evaluation purposes only (Contractor to bill as line item per event)

Supervisor(s)

Janitor(s)

Shampooer(s)

Waxer(s)

Window Washer(s)

Total MINUTES required to successfully complete this task  
per job class per event >>>

☐ 34 Other

Special instructions:

Frequency: 1 x a Year <<< This will be used for Price Evaluation purposes only (Contractor to bill as line item per event)

Supervisor(s)

Janitor(s)

Shampooer(s)

Waxer(s)

Window Washer(s)

Total MINUTES required to successfully complete this task  
per job class per event >>>

**Absent a compelling business reason**

State

Agencies are to utilize state contract to purchase PAPER SUPPLIES

☐ 33 Flat Monthly Fee to supply PAPER SUPPLIES (i.e. paper towels, toilet paper & covers) AT VENDORS ACTUAL COST

All monthly invoices must be accompanied with a cost break down and supporting documentation to validate vendor's actual costs are accurately reflected

Bidder to propose Monthly Flat Service Fee >>>

<<<Bidder to identify (for market research purposes only) the estimated monthly costs the client should expect to budget for PAPER SUPPLIES

Supply	Environmentally Preferred?			Provided by Agency		
Toilet Paper		<input checked="" type="checkbox"/>			<input checked="" type="checkbox"/>	
Paper Towels		<input checked="" type="checkbox"/>			<input checked="" type="checkbox"/>	
Toilet Seat Covers		<input checked="" type="checkbox"/>			<input checked="" type="checkbox"/>	

Provided by  
Vendor

Other (please specify)		<input checked="" type="checkbox"/>			<input checked="" type="checkbox"/>	
		<input type="checkbox"/>			<input type="checkbox"/>	
		<input type="checkbox"/>			<input type="checkbox"/>	

**Absent a compelling business reason**  
**State Agencies are to utilize state contract to purchase CLEANING SUPPLIES**

**34**

**Flat Monthly Fee to provide all necessary CLEANING SUPPLIES AT VENDORS ACTUAL COST**

All monthly invoices must be accompanied with a cost break down and supporting documentation to validate vendor's actual costs are accurately reflected

Bidder to propose Monthly Flat Service Fee >>> \$0.00

<<<Bidder to identify (for market research purposes only) the estimated monthly costs the client should expect to budget for CLEANING SUPPLIES

Supply	Environmentally Preferred?		Provided by Agency	
Light Bulbs	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>	
Deicer	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>	
Liquid Soap	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>	
Floor Care Products	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>	
Garbage Bags	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>	
Glass Cleaner	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>	
Restroom Disinfectants & Cleaners	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>	
Trash Can Liners	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>	
Other (please specify)	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>	
	<input type="checkbox"/>		<input type="checkbox"/>	
	<input type="checkbox"/>		<input type="checkbox"/>	

Provided by  
Vendor

**Important!**

**Client Questionnaire must be filled out and submitted with RFQQ.**

[Click here to open and fill out Client Questions!](#)

Prompt Payment Discount (PPD)  % (Maximum amount attributable to Bid Score is 5%)

NOTE: A PPD % net 30 days will be applied to the bidders bid prices and thereby impact the bidders score.

Total Amount of Annual Minutes/hours Bid for this project:

9,450  
Minutes

157.5  
Hours

Total Labor Cost For Regularly Scheduled Services - Based on minutes bid. This is the minimum amount that vendor has to pay for the labor in order to remain compliant with prevailing wage requirement.	\$1,792.75
---	------------

IF Vendor wish to pay a wage other than prevailing wage, type in the new wage below. NOTE: The contracting agency/entity may request verification of wages paid to employees. Paying wages less than prevailing wage or less than submitted in the RFQQ could be grounds for breach of any future work contract.

	Janitor	Shampoo	Waxer	Window Washer	
Vendor Changed Wages					Note: IF wages are reduced below prevailing wage level Bidder must submit a written declaration identifying how bidder is exempt from paying prevailing wage.

<b>Bidder Labor Cost/Percentage multiplier &gt;&gt;&gt;</b>  The labor cost multiplier provides a mark-up to cover Vendor's non-labor related expenses and added profit margin. It can be applied as a flat annual amount, a monthly amount, and/or as an additional percentage increase to the overall labor costs. Choose one, two, or all three multiplier formats you wish to use and type the proper amount in the correct box.	Enter Monthly Added Fee
	Enter Annual Added Fee
	Enter % increase to Labor Costs 30%

Total Per Unit "As Needed Cleaning" Labor Cost	\$0.00	<<Excluded from Annual Contract Amount.
Flat Monthly Fee for providing Janitorial Products: As noted above (\$33 and \$34)>>>	\$0.00	
Prompt Payment Discount Bid Evaluation Credit>>>	\$0.00	<<Excluded from Annual Contract Amount.
Annual Total Labor Cost Adjustment (from above calculations) >>>	\$537.83	
Total Bid Evaluation Price >>>	\$2,330.58	

Total Projected Annual Contract Price (Plus Applicable Taxes)>>>		\$2,330.58
Price per month (Plus Applicable Taxes)		\$194.21
Average Price per Day (Plus Applicable Taxes)		\$6.39
VENDORS USE PRICE PER QUARTER & AGENCY # OR ID TO REPORT 00508 QUARTERLY SALES →→→		
Price per Quarter (Plus Applicable Taxes)		\$582.64
Agency #/ID		21405

Email your completed RFQQ Worksheet response to:

[DESCPRMHealHumServ@des.wa.gov](mailto:DESCPRMHealHumServ@des.wa.gov)

Bid submitted by: P.G. Clean Janitorial of WA

**Bid responses must be received no later than 2:00 PM Monday, August 7, 2017**

Late submissions will not be considered for any reason

#### Work Contract Term & Extensions

The initial term of this Work Contract is a maximum of two (2) years and a minimum of one (1) year from date of award with the option to extend for additional two (2) year terms or portions thereof. Extensions for each additional term(s) or portion thereof shall be exercised at the sole discretion of the Purchasing Activity upon written notice to the Contractor. The total contract term, including the initial term and all subsequent extensions, shall not exceed one (1) year beyond the maximum term date of MCC Primary Contract 00508 unless the MCC determines an emergency exists and/or special circumstances require a partial term extension.

#### Certifications and Assurances

We make the following certifications and assurances as a required element of the Response, to which it is included herein, affirming the truthfulness of the facts declared here and acknowledging that the continuing compliance with these statements and all requirements of the MCC Janitorial Services Primary Contract 00508 are conditions precedent to the award or continuation of the resulting Work Contract.

1. The prices in this Response have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered. The prices in this Response have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before Contract award unless otherwise required by law. No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition. However, we may freely join with other persons or organizations for the purpose of presenting a single Bid in accordance with the MCC Janitorial Services Primary Contract 00508.

2. This Response is a firm offer for a period of 60 days following the Response Due Date specified in the RFQQ, and it may be accepted by the Purchasing Activity without further negotiation (except where obviously required by lack of certainty in key terms) at any time within the 60-day period. In the case of protest, our Response will remain valid for 90 days or until the protest and any related court action is resolved, whichever is later.

3. Bidder further agrees to furnish materials, equipment and personnel necessary to successfully fulfill all contract terms including amendments. Submitting this document constitutes complete understanding and compliance with the terms and conditions.

The state of Washington, acting by and through MCC, issued RFQQ 00508 dated [9/18/08], for the purpose of acquiring Janitorial Services in accordance with its authority under Chapter 39.26 RCW. The MCC evaluated bid responses and all Responsive and Responsible Bidder's were included in the establishment of a pre-qualified bidder pool. The pre-qualified bidder pool was used to solicit prices for this Janitorial Services Work Contract bid opportunity. Consistent with the Janitorial Services Primary Contract 00508 RFQ evaluation criteria, The MCC evaluated RFQ responses and determined that the Bidder identified below to be the lowest responsive responsible bidder. Accordingly, the MCC has determined that entering into a Contract with The Successful Bidder will meet Client's needs and will be in Client's best interest.

Now Therefore, Purchasing Activity awards to the Bidder identified below this Work Contract, the terms and conditions of which shall govern Contractor's furnishing to the Purchasing Activity janitorial services. This Work Contract is not for personal use. In Consideration of the mutual promises as set forth in the MCC RFQQ 00508 Primary Agreement Contract, the parties agree to contract for Janitorial Services.

#### WORK CONTRACT AWARD

A contract is hereby enacted between

**P.G. Clean Janitorial of WA**

And

**McCleary Public Works - WWTP Office**

\_\_\_\_\_  
Bidder's Signature

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Effective Date



1500 Jefferson Street SE, P.O. Box 41411 • Olympia, Washington 98504-1411 • (360) 407-2213  
[DESCPRMHealHumServ@des.wa.gov](mailto:DESCPRMHealHumServ@des.wa.gov)

## Janitorial Services Master Contract Work Contract #32093

Bidder Company Name: P.G. Clean Janitorial of WA OMWBE Status: Certified Minority & Women Owned Business  
Bidder UBI #: 603-446-518  
Bidder Point of contact: Erica Smith Email: [esmith@vmjholdings.com](mailto:esmith@vmjholdings.com) Phone: 360-339-6605  
Site Supervisor: Erica Smith Email: [ericasmith5222gmal.com](mailto:ericasmith5222gmal.com) Phone: 360-550-1887

Work Request Form: Type your agency/entity information below, fill out site visit/evaluation information, embed any special "Terms and Conditions," update prevailing wage boxes, and then fill out the janitorial work requirements below.

Agency Name: McCleary Public Works - Library Work Request Number: 32093  
Agency # or ID: 21405 County: Grays Harbor  
Contract Life: 2 yrs. Original Start Date: End of Aug 2017  
Building Type: General Office Estimated Square Feet: 2400 # of Floors: 1.00

Customer preferred cleaning day / times are Fridays (only) between 8:00 am - 8:00 pm. The preferred sequence is for the awarded vendor to clean the Library, then the WWTP, then the Community Center, and City Hall last. This is due to public and staff use of the buildings. Upon contract signing, the awarded vendor is required to work with the customer to develop a communication process around the Community Center rentals and the best time to clean the building.

Approved working hours


	<u>Work to be performed at:</u>	<u>Client Contract Administrator:</u>	<u>Send billing information to:</u>
Street Address:	100 S. 3rd Street	100 S. 3rd Street	100 S. 3rd Street
Street Address:			
City & Zip	McCleary WA 98557	McCleary WA 98557	McCleary WA 98557
Point of contact	Todd Baun	Todd Baun	Lindsay Blumberg
Phone:	360 495-3667	360 495-3667	360 495-3667
Fax:			
Email:	<a href="mailto:toddb@cityofmcclary.com">toddb@cityofmcclary.com</a>	<a href="mailto:toddb@cityofmcclary.com">toddb@cityofmcclary.com</a>	<a href="mailto:lindsayb@cityofmcclary.com">lindsayb@cityofmcclary.com</a>

### Special Instructions, Conditions, Standard of Work Requirements and/or Floor Plans

Facility Security: Apparent Successful Bidder employees may be required to pass background check documentation for any staff member or subcontractor who will be given access to the facility.





Embed any documents containing specific terms, conditions, specifications, floor plans, and/or other instructions. >>>>>>>>>>	Back ground checks are required and will be completed by McCleary Police Department	 9E9522B0.pdf		
---	---	---	--	--

Prevailing Wage Information: To be updated with any contract extension					
Click on link to identify proper prevailing wage>>> <a href="#">L&amp;I janitorial prevailing wages by job class by county</a>					
*Note: The purchasing agency will update the Work Contract to reflect the L&I prevailing wage changes at the time of the contract extension or minimum wage changes effective January 1st of each applicable year.					
Bidder to identify hourly labor rate>>>	Supervisor	Janitor	Shampooer	Waxer	Window Washer
	\$12.50	11	11.25	11	13.22

**NOTE:** Janitorial work contracts are "performance based" contracts, and vendors must submit quotes that assure the ability to fully service all noted tasks in accordance with this agency's performance demands (which will be discussed at the site visit.) The amount of minutes bid by vendors will be calculated to measure reasonableness and quality assurance in accordance with RCW 39.26.160(2)(c) and the master contract 00508; janitorial service personnel are required to cumulatively work the amount of minutes submitted in the RFQQ and Work Contract.

## Cleaning Services task section instructions:

These sections use drop down menus for choices. X is selected in each section in column B as a default as is a frequency of 1 Weekly. Deselect the X in the drop down menu if a section is unnecessary. If tasks are needed, select the X next to the task. You may also add tasks in the sections marked "Other." Select the frequency that the tasks needed. Please provide any "additional instructions" unique to your site in the area provided. Your accuracy will assist the vendors in providing the most responsive bid possible.

<input checked="" type="checkbox"/>	1	Dust, wipe, spot clean, and remove finger prints to include: (Daily / Weekly)
a)	<input checked="" type="checkbox"/>	Reception area tables, counters, chairs, and windows
b)	<input type="checkbox"/>	Copy room counters & tables

- c) ☒ Lunchroom counters and tables
- d) ☒ General hallway and corridor walls
- e) ☐ File cabinets
- f) ☒ Glass doors
- g) ☐ Elevator walls and hand rails
- h) ☐ Stairwell walls and hand rails
- i) ☒ Spot clean all smudges, stains and spills as needed on any flooring or open surface
- j) ☒ Remove cobwebs
- k) ☐ Other
- l) ☐ Other
- m) ☐ Other
- n) ☐ Other

Additional Instructions:

1

Weekly

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
S	M	T	W	R	F	S

Total MINUTES required to successfully complete this task  
per job class per event >>>

Supervisor(s)

Janitor(s)

Shampooer(s)

Waxer(s)

Window Washer(s)

10

40



Check box to activate section:

☒

2 Additional Dust, wipe, spot clean and disinfect: (Daily / Weekly)

- a) ☒ Light switches
- b) ☒ Door handles
- c) ☐ Vending machines
- d) ☐ File cabinets
- e) ☐ Stair walls and hand rails
- f) ☐ Elevator walls and hand rails
- g) ☐ Other
- h) ☐ Other
- i) ☐ Other

Additional instructions:

Frequency: 1 x a Week

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
S	M	T	W	R	F	S

Total MINUTES required to successfully complete this task  
per job class per event >>>

Supervisor(s)	Janitor(s)	Shampooer(s)	Waxer(s)	Window Washer(s)
5	10			

↓ Check box to activate section:

<input checked="" type="checkbox"/>
-------------------------------------

3 Dust, wipe, spot clean and remove finger prints to include: (Monthly / Annually)

- a) ☒ Horizontal surfaces & moldings
- b) ☒ Horizontal & vertical blinds
- c) ☒ Picture Frames
- d) ☐ Cloth panels
- e) ☒ HVAC vents, grills, and recesses
- f) ☒ Ceiling vents, grills, and recesses
- g) ☐ Horizontal & vertical blinds
- h) ☐ Other
- i) ☐ Other
- j) ☐ Other
- k) ☐ Other
- l) ☐ Other

Special instructions:

Frequency: 2 x a Year

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec

Supervisor(s)

Janitor(s)

Shampooer(s)

Waxer(s)

Window Washer(s)

Total MINUTES required to successfully complete this task  
per job class per event >>>

15

40

↓ Check box to activate section:

☒

#### 4 Clean / Wipe Chrome Fixtures to Include:

- a) ☒ Drinking Fountains
- b) ☐ Elevators
- c) ☒ Faucets
- e) ☐ Other
- g) ☐ Other
- i) ☐ Other
- k) ☐ Other

Special instructions:

Frequency:  x

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
S	M	T	W	R	F	S

Jan Feb Mar Apr May Jun Jul Aug Sep Oct Nov Dec

Total MINUTES required to successfully complete this task  
per job class per event >>>

Supervisor(s)

Janitor(s)

Shampooer(s)

Waxer(s)

Window Washer(s)

5

10

↓ Check box to activate section:

☒

#### 5 Empty Daily Trash / Recycle bins from the following areas:

- a) ☒ All rooms and open areas.
- b) ☒ General open areas, hallways, and corridors
- c) ☐ The following Conference Rooms:

- d) ☐ Dining / lunchroom areas
- e) ☐ Kitchen areas
- g) ☒ Reception Area
- i) ☒ Replace trash liners whenever stained, soiled, torn, and/or removed.
- k) ☒ Employee cubicle areas
- m) ☐ Other
- o) ☐ Other
- q) ☒ Empty smaller trash / recycle items into large receptacles at specified location
- s) ☐ On designated day(s), take large receptacles to the specified area.

Special instructions: Trash can liners shall be replaced whenever they become stained, soiled, or torn.

Frequency:  x

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
S	M	T	W	R	F	S												

	Supervisor(s)	Janitor(s)	Shampooer(s)	Waxer(s)	Window Washer(s)
Total MINUTES required to successfully complete this task per job class per event >>>	10	20			

↓ Check box to activate section:

☐

## 6 Entry way and Outside Clean-up:

- a) ☐ Sweep within 10 feet of each entrance.
- b) ☐ Sweep sidewalks along the front of building
- c) ☐ Remove trash and debris from outside parking lot
- d) ☐ Empty all entrance ash trays
- e) ☐ Empty outside trash cans into proper receptacle as
- g) ☐ Other
- i) ☐ Other
- k) ☐ Other
- m) ☐ Other
- o) ☐ Other

Special Instructions:



Check box to activate section:

☐

## 7 Day Porter Services

Day Porter expected to work

hours per day

- a) ☐ Reposition all conference room and reception area chairs
- b) ☐ Replace light bulbs & light tubes as needed
- c) ☐ Stock, and monitor all janitorial supplies
- d) ☐ Provide additional Day Porter Services as noted below in Special Instructions
- e) ☐ Day porter to also perform tasks noted in other paragraphs / subparagraphs as stated therein.
- g) ☐
- i) ☐
- k) ☐
- m) ☐
- o) ☐

**Special Instructions:** Notice to Bidders: If Day Porter is to perform tasks noted under different paragraphs/subparagraphs, minutes for performing such tasks are part of the day-porter's established time and should not be added to respective sections unless bidder feels extra minutes are needed to complete the tasks.

Embed Document here describing Day Porter Services if Applicable.



Check box to activate section:

☐

## 8 Additional General Miscellaneous Cleaning:

- a) ☐ Reposition all conference room and reception area chairs
- b) ☐ Replace light bulbs & light tubes as needed
- c) ☐ Stock, and monitor all janitorial supplies
- d) ☐ Other
- e) ☐ Other
- g) ☐ Other
- i) ☐ Other
- k) ☐ Other
- m) ☐ Other
- o) ☐ Other

Special Instructions:

## Specific Rooms and Areas: Restrooms, Kitchen, & Other

Select the X for the boxes of the cleaning tasks that apply, or type additional tasks in the sections marked "Other."

☒

## 9 General Restroom Cleaning and Disinfecting

- a) ☒ Sanitize all toilets, urinals, wash basins, etc.

- b) ☒ Sweep, dry mop and/or damp mop and disinfect floors
- c) ☒ Clean mirrors, mirror frames, faucets, exposed pipes, dispensers, hand driers, counters, and door handles
- d) ☒ fill all paper towel dispensers, toilet paper dispensers, toilet seat cover dispensers, and soap dispensers.
- e) ☐ Plunge and/or snake toilets as needed.
- g) ☐ Other
- i) ☐ Other
- k) ☐ Other
- m) ☐ Other
- o) ☒ Floor cleaning for bathroom is included as part of general floor cleaning duties

Special Instructions:

Frequency:  x

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
S	M	T	W	R	F	S												

Total MINUTES required to successfully complete this task  
per job class per event >>>

Supervisor(s)	Janitor(s)	Shampooer(s)	Waxer(s)	Window Washer(s)
15	40			



Check box to activate section:



## 10 Additional Restroom Cleaning and Disinfecting:

- a) ☒ Clean and disinfect toilet stall doors and walls
- b) ☐ Clean and disinfect shower areas and fixtures
- c) ☐ Other
- d) ☐ Other
- e) ☐ Other
- g) ☐ Other

Special Instructions:

Frequency:  x

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>												



S M T W R F S Jan Feb Mar Apr May Jun Jul Aug Sep Oct Nov Dec

Total MINUTES required to successfully complete this task per job class per event >>>	Supervisor(s)	Janitor(s)	Shampooer(s)	Waxer(s)	Window Washer(s)
		15			



Check box to activate section:

## 11 General Kitchen Cleaning:

- a) ☐ Clean and disinfect all counters
- b) ☐ Clean and disinfect outside of all cabinets
- c) ☐ Clean and disinfect outside of all appliances
- d) ☐ Clean and disinfect sink and fixtures
- e) ☐ Clean and disinfect tables and counters in lunch room / eating area.
- g) ☐ Dry mop / wet mop to remove all spills and stains on floor
- i) ☐ Clean inside of following appliances:-
- k) ☐ Other
- m) ☐ Other
- o) ☐ Other

Special Instructions:



Check box to activate section:

## 12 Additional Kitchen Cleaning:

- a) ☐ Clean inside of microwave(s)

- b) ☐ Clean inside of refrigerator(s)
- c) ☐ Other
- d) ☐ Other
- e) ☐ Other
- g) ☐ Other
- i) ☐ Other
- k) ☐ Other
- m) ☐ Other
- o) ☐ Other

Special Instructions:



Check box to activate section:

☐

### 13 Other Specific Rooms As Follows:

- a) ☐ Other
- b) ☐ Other
- c) ☐ Other
- d) ☐ Other
- e) ☐ Other
- g) ☐ Other
- i) ☐ Other
- k) ☐ Other
- m) ☐ Other
- o) ☐ Other

Special Instructions:

## Floor Care and Cleaning Services

↓ Check box to activate section:

☒

**14 Vacuum High Traffic Carpeted Areas to Include:** (Daily / Weekly)

Estimated # of square feet:

2000

- a) ☒ Reception Area
- b) ☒ General open areas, hallways and corridors
- c) ☐ The following Conference rooms: \_\_\_\_\_
- d) ☐ Elevator Floor
- e) ☒ Employee cubicle areas
- f) ☐ Additional Rooms &/or areas as noted in Special Instructions space below.
- g) ☒ Spot clean all carpeted areas when needed
- h) ☐ Other
- i) ☐ Other
- j) ☒ The above square footage is estimated, Vendors should confirm actual square footage at site visit.

Special instructions:

Frequency:  x

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
S	M	T	W	R	F	S												

Total MINUTES required to successfully complete this task per job class per event >>>	Supervisor(s)	Janitor(s)	Shampooer(s)	Waxer(s)	Window Washer(s)
	10	40			

↓ Check box to activate section:

☐

15 Vacuum Low Traffic Carpeted Areas to Include:

0

- a) ☐ Employee Cubicle Areas
- c) ☐ The following Conference rooms: \_\_\_\_\_
- e) ☐ Private Offices
- g) ☐ Additional Rooms &/or areas as noted in Special Instructions space below.
- i) ☐ Other
- k) ☐ Other
- m) ☐ Other
- o) ☐ Other
- q) ☐ Other
- s) ☐ *The above square footage is estimated, Vendors should confirm actual square footage at site visit.*

Special instructions:

↓ Check box to activate section:

☒

16 Clean resilient floors to include: (Daily / Weekly)

Estimated # of square feet:

400

- a) ☒ Sweep floors
- b) ☒ Dry mop
- c) ☒ Wet mop

- Special instructions:** Surface cleaning as noted above should be done on all noncarpeted floors unless specified otherwise.

[illegible]

Supervisor(s)	Janitor(s)	Shampooer(s)	Waxer(s)	Window Washer(s)
10	30			

<b>x</b>	<b>17 Clean, Strip &amp; Wax Resilient floors:</b> (Monthly / Annually)	Estimated # of square feet:	400
----------	---	-----------------------------	-----

- Special instructions:

				X								X
--	--	--	--	---	--	--	--	--	--	--	--	---

S M T W R F S Jan Feb Mar Apr May Jun Jul Aug Sep Oct Nov Dec

Total MINUTES required to successfully complete this task  
per job class per event >>>

Supervisor(s)	Janitor(s)	Shampooer(s)	Waxer(s)	Window Washer(s)
30	70			

↓ Check box to activate section:

<input checked="" type="checkbox"/>	18 Shampoo Carpet As follows:	Estimated # of square feet:	2000
-------------------------------------	-------------------------------	-----------------------------	------

- a) ☒ All carpeted areas  
 c) ☐ Lobby / Reception area  
 e) ☐ All open access areas along hallways and corridors  
 g) ☐ Conference Rooms  
 i) ☐ Private offices  
 k) ☐ Employee cubicle areas  
 m) ☐ Stairs and landing  
 o) ☐ Rugs  
 q) ☒ The above square footage is estimated, Vendors should confirm actual square footage at site visit.  
 s) ☐ Other

**Special instructions:** Janitor to pre-vacuum all carpeted areas with an upright roller brush vacuum. Janitor to only use an approved hot water extraction process equipment. Janitor must perform cleaning early enough to allow for full drying prior to 8:00 a.m. the following work morning.

Frequency: 1 x a Year

S M T W R F S Jan Feb Mar Apr May Jun Jul Aug Sep Oct Nov Dec

Total MINUTES required to successfully complete this task  
per job class per event >>>

Supervisor(s)	Janitor(s)	Shampooer(s)	Waxer(s)	Window Washer(s)

## Window Washing

↓ Check box to activate section:

<input checked="" type="checkbox"/>	19	Clean inside of interior/exterior windows	Total # of windows>>	7	Ave Sq. Ft.>>>	36	Estimated # Sq. Ft. >>	252	
a)	<input checked="" type="checkbox"/>	The above square footage is estimated, Vendors should confirm actual square footage at site visit.							
b)	<input type="checkbox"/>	Other							
c)	<input type="checkbox"/>	Other							
d)	<input type="checkbox"/>	Other							
e)	<input type="checkbox"/>	Other							
f)	<input type="checkbox"/>	Other							
g)	<input type="checkbox"/>	Other							
h)	<input type="checkbox"/>	Other							
Special instructions: Vendor to notify management of the exact date for the window cleaning two weeks beforehand -- to allow employees to remove any items from window sills etc.									
Frequency:		2	x	a Year	<div style="display: flex; justify-content: space-around;"> <div>S M T W R F S</div> <div>Jan Feb Mar Apr May Jun Jul Aug Sep Oct Nov Dec</div> </div>				
Total MINUTES required to successfully complete this task per job class per event >>>					Supervisor(s)	Janitor(s)	Shampooer(s)	Waxer(s)	Window Washer(s)
					20	40			

↓ Check box to activate section:

<input checked="" type="checkbox"/>	20	Clean (ground level) exterior windows	Total # of windows>>	7	Ave Sq. Ft. >>>	36	Estimated # Sq. Ft. >>	252
a)	<input checked="" type="checkbox"/>	The above square footage is estimated, Vendors should confirm actual square footage at site visit.						
c)	<input type="checkbox"/>	Other						
e)	<input type="checkbox"/>	Other						
g)	<input type="checkbox"/>	Other						
i)	<input type="checkbox"/>	Other						
k)	<input type="checkbox"/>	Other						
m)	<input type="checkbox"/>	Other						
o)	<input type="checkbox"/>	Other						

- q) ☐ Other  
s) ☐ Other

Special instructions:

Frequency:  x

S	M	T	W	R	F	S	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
									X						X			

Total MINUTES required to successfully complete this task  
per job class per event >>>

Supervisor(s)	Janitor(s)	Shampooer(s)	Waxer(s)	Window Washer(s)
15	40			

↓ Check box to activate section:

☐

**21 Clean (non-ground level) exterior windows**

- a) ☐ Other  
c) ☐ Other  
e) ☐ Other  
g) ☐ Other  
i) ☐ Other  
k) ☐ Other

Special instructions:



↓ Check box to activate section:

☒ **22 Clean additional interior windows:** (Sizes to be determined at site visit)

- a) ☒ Entry way Windows
- b) ☐ Private office windows
- c) ☒ Conference room windows
- d) ☐ Reception area windows
- e) ☐ Other
- f) ☐ Other
- g) ☐ Other
- h) ☐ Other
- i) ☐ Other
- j) ☐ Other

Special instructions: Note, this task is for a full window cleaning. Spot wiping of smudges, fingerprints, etc., should come under above sections 1 - 3 above.)

Frequency:  x

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
S	M	T	W	R	F	S												

Total MINUTES required to successfully complete this task per job class per event >>>	Supervisor(s)	Janitor(s)	Shampooer(s)	Waxer(s)	Window Washer(s)
	15	40			

## Miscellaneous and Other Types of Cleaning

↓ Check box to activate section:

☐ **23 Other:**

- a) ☐ Other
- c) ☐ Other
- e) ☐ Other

- g) ☐ Other
- i) ☐ Other
- k) ☐ Other
- m) ☐ Other
- o) ☐ Other
- q) ☐ Other
- s) ☐ Other

Special instructions:



Check box to activate section:

☐

24 Other:

- a) ☐ Other
- c) ☐ Other
- e) ☐ Other
- g) ☐ Other
- i) ☐ Other
- k) ☐ Other
- m) ☐ Other
- o) ☐ Other
- q) ☐ Other
- s) ☐ Other

Special instructions:

↓ Check box to activate section:

☐

25 Other:

- a) ☐ Other
- c) ☐ Other
- e) ☐ Other
- g) ☐ Other
- i) ☐ Other
- k) ☐ Other
- m) ☐ Other
- o) ☐ Other
- q) ☐ Other
- s) ☐ Other

Special instructions:

↓ Check box to activate section:

☐

26 Other:

- a) ☐ Other
- c) ☐ Other
- e) ☐ Other
- g) ☐ Other
- i) ☐ Other
- k) ☐ Other
- m) ☐ Other
- o) ☐ Other
- q) ☐ Other
- s) ☐ Other

Special instructions:

↓ Check box to activate section:

☐

27 Other:

- a) ☐ Other
- c) ☐ Other
- e) ☐ Other
- g) ☐ Other
- i) ☐ Other
- k) ☐ Other
- m) ☐ Other
- o) ☐ Other
- q) ☐ Other
- s) ☐ Other

Special instructions:

**As Needed Cleaning:**

As needed cleaning should only be checked if the agency/entity can provide enough upfront information on each cleaning task for the vendor to calculate the proper amount of minutes to bid to perform the function.

☐

28 Out of the ordinary cleanup following special event or office function or minor construction

Special instructions:

Frequency: 1 x a Year <<< This will be used for Price Evaluation purposes only (Contractor to bill as line item per event)

Supervisor(s)

Janitor(s)

Shampooer(s)

Waxer(s)

Window Washer(s)

Total MINUTES required to successfully complete this task  
per job class per event >>>

☐

29 Emergency water damage cleanup

Special instructions:

Frequency: 1 x a Week <<< This will be used for Price Evaluation purposes only (Contractor to bill as line item per event)

	Supervisor(s)	Janitor(s)	Shampooer(s)	Waxer(s)	Window Washer(s)
Total MINUTES required to successfully complete this task per job class per event >>>					

**30 Other (i.e. Chemical Spills)**

Special instructions:

Frequency: 1 x a Year <<< This will be used for Price Evaluation purposes only (Contractor to bill as line item per event)

	Supervisor(s)	Janitor(s)	Shampooer(s)	Waxer(s)	Window Washer(s)
Total MINUTES required to successfully complete this task per job class per event >>>					

**31 Other (i.e. Biological Spills)**

Special instructions:

Frequency: 1 x a Year <<< This will be used for Price Evaluation purposes only (Contractor to bill as line item per event)

	Supervisor(s)	Janitor(s)	Shampooer(s)	Waxer(s)	Window Washer(s)
Total MINUTES required to successfully complete this task per job class per event >>>					

**32 Other (i.e. Bodily Fluids)**

Special instructions:

Frequency: 1 x a Year <<< This will be used for Price Evaluation purposes only (Contractor to bill as line item per event)

	Supervisor(s)	Janitor(s)	Shampooer(s)	Waxer(s)	Window Washer(s)
Total MINUTES required to successfully complete this task per job class per event >>>					

**33 Other**

Special instructions:

Frequency: 1 x a Year <<< This will be used for Price Evaluation purposes only (Contractor to bill as line item per event)

Supervisor(s)

Janitor(s)

Shampooer(s)

Waxer(s)

Window Washer(s)

Total MINUTES required to successfully complete this task  
per job class per event >>>

☐ 34 Other

Special instructions:

Frequency: 1 x a Year <<< This will be used for Price Evaluation purposes only (Contractor to bill as line item per event)

Supervisor(s)

Janitor(s)

Shampooer(s)

Waxer(s)

Window Washer(s)

Total MINUTES required to successfully complete this task  
per job class per event >>>

**Absent a compelling business reason**

State

Agencies are to utilize state contract to purchase PAPER SUPPLIES

☐ 33 Flat Monthly Fee to supply PAPER SUPPLIES (i.e. paper towels, toilet paper & covers) AT VENDORS ACTUAL COST

All monthly invoices must be accompanied with a cost break down and supporting documentation to validate vendor's actual costs are accurately reflected

Bidder to propose Monthly Flat Service Fee >>>

<<<Bidder to identify (for market research purposes only) the estimated monthly costs the client should expect to budget for PAPER SUPPLIES

Supply	Environmentally Preferred?			Provided by Agency		
Toilet Paper		<input checked="" type="checkbox"/>			<input checked="" type="checkbox"/>	
Paper Towels		<input checked="" type="checkbox"/>			<input checked="" type="checkbox"/>	
Toilet Seat Covers		<input checked="" type="checkbox"/>			<input checked="" type="checkbox"/>	

Provided by  
Vendor

Other (please specify)		<input checked="" type="checkbox"/>			<input checked="" type="checkbox"/>	
		<input type="checkbox"/>			<input type="checkbox"/>	
		<input type="checkbox"/>			<input type="checkbox"/>	

**Absent a compelling business reason**  
**State Agencies are to utilize state contract to purchase CLEANING SUPPLIES**

☐ 34

**Flat Monthly Fee to provide all necessary CLEANING SUPPLIES AT VENDORS ACTUAL COST**

All monthly invoices must be accompanied with a cost break down and supporting documentation to validate vendor's actual costs are accurately reflected

Bidder to propose Monthly Flat Service Fee >>> \$0.00

<<<Bidder to identify (for market research purposes only) the estimated monthly costs the client should expect to budget for CLEANING SUPPLIES

Supply	Environmentally Preferred?		Provided by Agency	
Light Bulbs		<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>
Deicer		<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>
Liquid Soap		<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>
Floor Care Products		<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>
Garbage Bags		<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>
Glass Cleaner		<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>
Restroom Disinfectants & Cleaners		<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>
Trash Can Liners		<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>
Other (please specify)		<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>
		<input type="checkbox"/>		<input type="checkbox"/>
		<input type="checkbox"/>		<input type="checkbox"/>

Provided by  
Vendor

**Important!**

**Client Questionnaire must be filled out and submitted with RFQQ.**

[Click here to open and fill out Client Questions!](#)



Prompt Payment Discount (PPD)  % (Maximum amount attributable to Bid Score is 5%)

NOTE: A PPD % net 30 days will be applied to the bidders bid prices and thereby impact the bidders score.

Total Amount of Annual Minutes/hours Bid for this project:

17,440

290.7

Minutes

Hours

**Total Labor Cost For Regularly Scheduled Services - Based on minutes bid.**  
This is the minimum amount that vendor has to pay for the labor in order to remain compliant with prevailing wage requirement.

**\$3,305.33**

IF Vendor wish to pay a wage other than prevailing wage, type in the new wage below. NOTE: The contracting agency/entity may request verification of wages paid to employees. Paying wages less than prevailing wage or less than submitted in the RFQQ could be grounds for breach of any future work contract.

	Janitor	Shampoo	Waxer	Window Washer	
Vendor Changed Wages					Note: IF wages are reduced below prevailing wage level Bidder must submit a written declaration identifying how bidder is exempt from paying prevailing wage.

### Bidder Labor Cost/Percentage multiplier >>>

The labor cost multiplier provides a mark-up to cover Vendor's non-labor related expenses and added profit margin. It can be applied as a flat annual amount, a monthly amount, and/or as an additional percentage increase to the overall labor costs. Choose one, two, or all three multiplier formats you wish to use and type the proper amount in the correct box.

Enter Monthly Added Fee

Enter Annual Added Fee

Enter % increase to Labor Costs

30%

Total Per Unit "As Needed Cleaning" Labor Cost

\$0.00

<<Excluded from Annual Contract Amount.

Flat Monthly Fee for providing Janitorial Products: As noted above (\$33 and \$34)>>>

\$0.00

Prompt Payment Discount Bid Evaluation Credit>>>

\$0.00

<<Excluded from Annual Contract Amount.

Annual Total Labor Cost Adjustment (from above calculations) >>>

\$991.60

Total Bid Evaluation Price >>>

**\$4,296.93**

Total Projected Annual Contract Price (Plus Applicable Taxes)>>>		\$4,296.93
Price per month (Plus Applicable Taxes)		\$358.08
Average Price per Day (Plus Applicable Taxes)		\$11.77
VENDORS USE PRICE PER QUARTER & AGENCY # OR ID TO		
REPORT 00508 QUARTERLY SALES →→→		
Price per Quarter (Plus Applicable Taxes)		\$1,074.23
Agency #/ID		21405

Email your completed RFQQ Worksheet response to:

[DESCPRMHealHumServ@des.wa.gov](mailto:DESCPRMHealHumServ@des.wa.gov)

Bid submitted by: P.G. Clean Janitorial of WA

**Bid responses must be received no later than 2:00 PM Monday, August 7, 2017**

Late submissions will not be considered for any reason

#### Work Contract Term & Extensions

The initial term of this Work Contract is a maximum of two (2) years and a minimum of one (1) year from date of award with the option to extend for additional two (2) year terms or portions thereof. Extensions for each additional term(s) or portion thereof shall be exercised at the sole discretion of the Purchasing Activity upon written notice to the Contractor. The total contract term, including the initial term and all subsequent extensions, shall not exceed one (1) year beyond the maximum term date of MCC Primary Contract 00508 unless the MCC determines an emergency exists and/or special circumstances require a partial term extension.

#### Certifications and Assurances

We make the following certifications and assurances as a required element of the Response, to which it is included herein, affirming the truthfulness of the facts declared here and acknowledging that the continuing compliance with these statements and all requirements of the MCC Janitorial Services Primary Contract 00508 are conditions precedent to the award or continuation of the resulting Work Contract.

1. The prices in this Response have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered. The prices in this Response have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before Contract award unless otherwise required by law. No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition. However, we may freely join with other persons or organizations for the purpose of presenting a single Bid in accordance with the MCC Janitorial Services Primary Contract 00508.

2. This Response is a firm offer for a period of 60 days following the Response Due Date specified in the RFQQ, and it may be accepted by the Purchasing Activity without further negotiation (except where obviously required by lack of certainty in key terms) at any time within the 60-day period. In the case of protest, our Response will remain valid for 90 days or until the protest and any related court action is resolved, whichever is later.

3. Bidder further agrees to furnish materials, equipment and personnel necessary to successfully fulfill all contract terms including amendments. Submitting this document constitutes complete understanding and compliance with the terms and conditions.

The state of Washington, acting by and through MCC, issued RFQQ 00508 dated [9/18/08], for the purpose of acquiring Janitorial Services in accordance with its authority under Chapter 39.26 RCW. The MCC evaluated bid responses and all Responsive and Responsible Bidder's were included in the establishment of a pre-qualified bidder pool. The pre-qualified bidder pool was used to solicit prices for this Janitorial Services Work Contract bid opportunity. Consistent with the Janitorial Services Primary Contract 00508 RFQ evaluation criteria, The MCC evaluated RFQ responses and determined that the Bidder identified below to be the lowest responsive responsible bidder. Accordingly, the MCC has determined that entering into a Contract with The Successful Bidder will meet Client's needs and will be in Client's best interest.

Now Therefore, Purchasing Activity awards to the Bidder identified below this Work Contract, the terms and conditions of which shall govern Contractor's furnishing to the Purchasing Activity janitorial services. This Work Contract is not for personal use. In Consideration of the mutual promises as set forth in the MCC RFQQ 00508 Primary Agreement Contract, the parties agree to contract for Janitorial Services.

#### WORK CONTRACT AWARD

A contract is hereby enacted between

**P.G. Clean Janitorial of WA**

And

**McCleary Public Works - Library**

\_\_\_\_\_  
Bidder's Signature

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Effective Date



1500 Jefferson Street SE, P.O. Box 41411 • Olympia, Washington 98504-1411 • (360) 407-2213  
[DESCPRMHealHumServ@des.wa.gov](mailto:DESCPRMHealHumServ@des.wa.gov)

## Janitorial Services Master Contract Work Contract #32093

Bidder Company Name: P.G Clean Janitorila of WA      OMWBE Status: Certified Minority & Women Owned Business  
Bidder UBI #: 603-446-518  
Bidder Point of contact: Erica Smith      Email: [esmith@vmjholdings.com](mailto:esmith@vmjholdings.com)      Phone: 360-339-6605  
Site Supervisor: Erica Smith      Email: [ericasmith522@gmail.com](mailto:ericasmith522@gmail.com)      Phone: 360-550-1887

Work Request Form: Type your agency/entity information below, fill out site visit/evaluation information, embed any special "Terms and Conditions," update prevailing wage boxes, and then fill out the janitorial work requirements below.

Agency Name: McCleary Public Works - Community Center      Work Request Number: 32093  
Agency # or ID: 21405      County: Grays Harbor  
Contract Life: 2 yrs.      Original Start Date: End of Aug 2017  
Building Type: General Office      Estimated Square Feet: 1600      # of Floors: 1.00

Customer preferred cleaing day / times are Fridays (only) between 8:00 am - 8:00 pm. The preferred sequence is for the awarded vendor to clean the Library, then the WWTP, then the Communtiy Center, and City Hall last. This is due to public and staff use of the buildings. Upon contract singing the awarded vendor is required to work with the customer to develop a communication process around the Communtiy Center rentals and the best time to clean the building.


Approved working hours

	<u>Work to be performed at:</u>	<u>Client Contract Administrator:</u>	<u>Send billing information to:</u>
Street Address:	100 S. 3rd Street	100 S. 3rd Street	100 S. 3rd Street
Street Address:			
City & Zip	McCleary WA 98557	McCleary WA 98557	McCleary WA 98557
Point of contact	Todd Baun	Todd Baun	Lindsay Blumberg
Phone:	360 495-3667	360 495-3667	360 495-3667
Fax:			
Email:	<a href="mailto:toddb@cityofmcclary.com">toddb@cityofmcclary.com</a>	<a href="mailto:toddb@cityofmcclary.com">toddb@cityofmcclary.com</a>	<a href="mailto:lindsayb@cityofmcclary.com">lindsayb@cityofmcclary.com</a>

### Special Instructions, Conditions, Standard of Work Requirements and/or Floor Plans

Facility Security: Apparent Successful Bidder employees may be required to pass background check documentation for any staff member or subcontractor who will be given access to the facility.



Embed any documents containing specific terms, conditions, specifications, floor plans, and/or other instructions. >>>>>>>>>>	Back ground checks are required and will be completed by McCleary Police Department.	 C40E65DD.pdf		
---	--	--	--	--

Prevailing Wage Information: To be updated with any contract extension					
Click on link to identify proper prevailing wage>>> <a href="#">L&amp;I janitorial prevailing wages by job class by county</a>					
*Note: The purchasing agency will update the Work Contract to reflect the L&I prevailing wage changes at the time of the contract extension or minimum wage changes effective January 1st of each applicable year.					
Bidder to identify hourly labor rate>>>	Supervisor	Janitor	Shampooer	Waxer	Window Washer
	\$12.50	11	11.25	11	13.22

**NOTE:** Janitorial work contracts are "performance based" contracts, and vendors must submit quotes that assure the ability to fully service all noted tasks in accordance with this agency's performance demands (which will be discussed at the site visit.) The amount of minutes bid by vendors will be calculated to measure reasonableness and quality assurance in accordance with RCW 39.26.160(2)(c) and the master contract 00508; janitorial service personnel are required to cumulatively work the amount of minutes submitted in the RFQQ and Work Contract.

## Cleaning Services task section instructions:

These sections use drop down menus for choices. X is selected in each section in column B as a default as is a frequency of 1 Weekly. Deselect the X in the drop down menu if a section is unnecessary. If tasks are needed, select the X next to the task. You may also add tasks in the sections marked "Other." Select the frequency that the tasks needed. Please provide any "additional instructions" unique to your site in the area provided. Your accuracy will assist the vendors in providing the most responsive bid possible.

<input checked="" type="checkbox"/>	1	Dust, wipe, spot clean, and remove finger prints to include: (Daily / Weekly)
a)	<input type="checkbox"/>	Reception area tables, counters, chairs, and windows
b)	<input type="checkbox"/>	Copy room counters & tables

- c) ☐ Lunchroom counters and tables
- d) ☒ General hallway and corridor walls
- e) ☐ File cabinets
- f) ☒ Glass doors
- g) ☐ Elevator walls and hand rails
- h) ☐ Stairwell walls and hand rails
- i) ☒ Spot clean all smudges, stains and spills as needed on any flooring or open surface
- j) ☒ Remove cobwebs
- k) ☐ Other
- l) ☐ Other
- m) ☐ Other
- n) ☐ Other

Additional Instructions:

1

Weekly

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
S	M	T	W	R	F	S

Total MINUTES required to successfully complete this task  
per job class per event >>>

Supervisor(s)

Janitor(s)

Shampooer(s)

Waxer(s)

Window Washer(s)

10

40



Check box to activate section:

☒

2 Additional Dust, wipe, spot clean and disinfect: (Daily / Weekly)

- a) ☒ Light switches
- b) ☒ Door handles
- c) ☐ Vending machines
- d) ☐ File cabinets
- e) ☐ Stair walls and hand rails
- f) ☐ Elevator walls and hand rails
- g) ☐ Other
- h) ☐ Other
- i) ☐ Other

Additional instructions:

Frequency: 1 x a Week

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
S	M	T	W	R	F	S

Total MINUTES required to successfully complete this task  
per job class per event >>>

Supervisor(s)	Janitor(s)	Shampooer(s)	Waxer(s)	Window Washer(s)
	5			

↓ Check box to activate section:

☒

3 Dust, wipe, spot clean and remove finger prints to include: (Monthly / Annually)

- a) ☒ Horizontal surfaces & moldings
- b) ☐ Horizontal & vertical blinds
- c) ☐ Picture Frames
- d) ☐ Cloth panels
- e) ☒ HVAC vents, grills, and recesses
- f) ☒ Ceiling vents, grills, and recesses
- g) ☐ Horizontal & vertical blinds
- h) ☐ Other
- i) ☐ Other
- j) ☐ Other
- k) ☐ Other
- l) ☐ Other

Special instructions:

Frequency: 2 x a Year

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec

Supervisor(s)

Janitor(s)

Shampooer(s)

Waxer(s)

Window Washer(s)



Total MINUTES required to successfully complete this task  
per job class per event >>>

5	15			
---	----	--	--	--

↓ Check box to activate section:

☒ 4 Clean / Wipe Chrome Fixtures to Include:

- a) ☐ Drinking Fountains
- b) ☐ Elevators
- c) ☒ Faucets
- e) ☐ Other
- g) ☐ Other
- i) ☐ Other
- k) ☐ Other

Special instructions:

Frequency:  x

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>												
S	M	T	W	R	F	S	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec

Total MINUTES required to successfully complete this task  
per job class per event >>>

Supervisor(s)	Janitor(s)	Shampooer(s)	Waxer(s)	Window Washer(s)

↓ Check box to activate section:

☒ 5 Empty Daily Trash / Recycle bins from the following areas:

- a) ☒ All rooms and open areas.
- b) ☒ General open areas, hallways, and corridors
- c) ☐ The following Conference Rooms:

- d) ☐ Dining / lunchroom areas
- e) ☐ Kitchen areas
- g) ☐ Reception Area
- i) ☒ Replace trash liners whenever stained, soiled, torn, and/or removed.
- k) ☐ Employee cubicle areas
- m) ☐ Other
- o) ☐ Other
- q) ☒ Empty smaller trash / recycle items into large receptacles at specified location
- s) ☐ On designated day(s), take large receptacles to the specified area.

Special instructions: Trash can liners shall be replaced whenever they become stained, soiled, or torn.

Frequency:  x

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
S	M	T	W	R	F	S												

Total MINUTES required to successfully complete this task per job class per event >>>	Supervisor(s)	Janitor(s)	Shampooer(s)	Waxer(s)	Window Washer(s)
	10	30			

↓ Check box to activate section:

## ☐ 6 Entry way and Outside Clean-up:

- a) ☐ Sweep within 10 feet of each entrance.
- b) ☐ Sweep sidewalks along the front of building
- c) ☐ Remove trash and debris from outside parking lot
- d) ☐ Empty all entrance ash trays
- e) ☐ Empty outside trash cans into proper receptacle as
- g) ☐ Other
- i) ☐ Other
- k) ☐ Other
- m) ☐ Other
- o) ☐ Other

Special Instructions:



Check box to activate section:

☐

## 7 Day Porter Services

Day Porter expected to work

hours per day

- a) ☐ Reposition all conference room and reception area chairs
- b) ☐ Replace light bulbs & light tubes as needed
- c) ☐ Stock, and monitor all janitorial supplies
- d) ☐ Provide additional Day Porter Services as noted below in Special Instructions
- e) ☐ Day porter to also perform tasks noted in other paragraphs / subparagraphs as stated therein.
- g) ☐
- i) ☐
- k) ☐
- m) ☐
- o) ☐

**Special Instructions:** Notice to Bidders: If Day Porter is to perform tasks noted under different paragraphs/subparagraphs, minutes for performing such tasks are part of the day-porter's established time and should not be added to respective sections unless bidder feels extra minutes are needed to complete the tasks.

Embed Document here describing Day Porter Services if Applicable.



Check box to activate section:

☐

## 8 Additional General Miscellaneous Cleaning:

- a) ☐ Reposition all conference room and reception area chairs
- b) ☐ Replace light bulbs & light tubes as needed
- c) ☐ Stock, and monitor all janitorial supplies
- d) ☐ Other
- e) ☐ Other
- g) ☐ Other
- i) ☐ Other
- k) ☐ Other
- m) ☐ Other
- o) ☐ Other

Special Instructions:

## Specific Rooms and Areas: Restrooms, Kitchen, & Other

Select the X for the boxes of the cleaning tasks that apply, or type additional tasks in the sections marked "Other."

☒

## 9 General Restroom Cleaning and Disinfecting

- a) ☒ Sanitize all toilets, urinals, wash basins, etc.

- b) ☒ Sweep, dry mop and/or damp mop and disinfect floors
- c) ☒ Clean mirrors, mirror frames, faucets, exposed pipes, dispensers, hand driers, counters, and door handles
- d) ☒ fill all paper towel dispensers, toilet paper dispensers, toilet seat cover dispensers, and soap dispensers.
- e) ☐ Plunge and/or snake toilets as needed.
- g) ☐ Other
- i) ☐ Other
- k) ☐ Other
- m) ☐ Other
- o) ☒ Floor cleaning for bathroom is included as part of general floor cleaning duties

Special Instructions:

Frequency:  x

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
S	M	T	W	R	F	S												

Total MINUTES required to successfully complete this task per job class per event >>>	Supervisor(s)	Janitor(s)	Shampooer(s)	Waxer(s)	Window Washer(s)
	5	30			

↓ Check box to activate section:

☒ 10 Additional Restroom Cleaning and Disinfecting:

- a) ☒ Clean and disinfect toilet stall doors and walls
- b) ☐ Clean and disinfect shower areas and fixtures
- c) ☐ Other
- d) ☐ Other
- e) ☐ Other
- g) ☐ Other

Special Instructions:

Frequency:  x

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>												

	S	M	T	W	R	F	S	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Supervisor(s)																			
Janitor(s)																			
Shampooer(s)																			
Waxer(s)																			
Window Washer(s)																			

Total MINUTES required to successfully complete this task per job class per event >>>

5	10			
---	----	--	--	--

↓ Check box to activate section:

<input checked="" type="checkbox"/>	<b>11 General Kitchen Cleaning:</b>																																					
a)	<input checked="" type="checkbox"/> Clean and disinfect all counters																																					
b)	<input checked="" type="checkbox"/> Clean and disinfect outside of all cabinets																																					
c)	<input checked="" type="checkbox"/> Clean and disinfect outside of all appliances																																					
d)	<input checked="" type="checkbox"/> Clean and disinfect sink and fixtures																																					
e)	<input checked="" type="checkbox"/> Clean and disinfect tables and counters in lunch room / eating area.																																					
g)	<input checked="" type="checkbox"/> Dry mop / wet mop to remove all spills and stains on floor																																					
i)	<input type="checkbox"/> Clean inside of following appliances:																																					
k)	<input type="checkbox"/> Other																																					
m)	<input type="checkbox"/> Other																																					
o)	<input type="checkbox"/> Other																																					
Special Instructions:																																						
Frequency: <input type="text" value="1"/> x <input type="text" value="a Week"/>																																						
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5	40																																					

↓ Check box to activate section:

<input type="checkbox"/>	<b>12 Additional Kitchen Cleaning:</b>
a)	<input type="checkbox"/> Clean inside of microwave(s)

- b) ☐ Clean inside of refrigerator(s)
- c) ☐ Other
- d) ☐ Other
- e) ☐ Other
- g) ☐ Other
- i) ☐ Other
- k) ☐ Other
- m) ☐ Other
- o) ☐ Other

Special Instructions:



Check box to activate section:

☐

### 13 Other Specific Rooms As Follows:

- a) ☐ Other
- b) ☐ Other
- c) ☐ Other
- d) ☐ Other
- e) ☐ Other
- g) ☐ Other
- i) ☐ Other
- k) ☐ Other
- m) ☐ Other
- o) ☐ Other

Special Instructions:

## Floor Care and Cleaning Services

↓ Check box to activate section:

☐

### 14 Vacuum High Traffic Carpeted Areas to Include: (Daily / Weekly)

- a) ☐ Reception Area
- b) ☐ General open areas, hallways and corridors
- c) ☐ The following Conference rooms: \_\_\_\_\_
- d) ☐ Elevator Floor
- e) ☐ Employee cubicle areas
- f) ☐ Additional Rooms &/or areas as noted in Special Instructions space below.
- g) ☐ Spot clean all carpeted areas when needed
- h) ☐ Other
- i) ☐ Other
- j) ☐ The above square footage is estimated, Vendors should confirm actual square footage at site visit.

Special instructions:



↓ Check box to activate section:

☐

15 Vacuum Low Traffic Carpeted Areas to Include:

0

- a) ☐ Employee Cubicle Areas
- c) ☐ The following Conference rooms: \_\_\_\_\_
- e) ☐ Private Offices
- g) ☐ Additional Rooms &/or areas as noted in Special Instructions space below.
- i) ☐ Other
- k) ☐ Other
- m) ☐ Other
- o) ☐ Other
- q) ☐ Other
- s) ☐ *The above square footage is estimated, Vendors should confirm actual square footage at site visit.*

Special instructions:

↓ Check box to activate section:

☒

16 Clean resilient floors to include: (Daily / Weekly)

Estimated # of square feet:

1,600

- a) ☒ Sweep floors
- b) ☒ Dry mop
- c) ☒ Wet mop

- Special instructions:** Surface cleaning as noted above should be done on all noncarpeted floors unless specified otherwise.

[illegible]

Supervisor(s)	Janitor(s)	Shampooer(s)	Waxer(s)	Window Washer(s)
10	35			

X

Estimated # of square feet:

1600

- Special instructions:

					X									X
--	--	--	--	--	---	--	--	--	--	--	--	--	--	---

S M T W R F S Jan Feb Mar Apr May Jun Jul Aug Sep Oct Nov Dec

Total MINUTES required to successfully complete this task per job class per event >>>	Supervisor(s) 20	Janitor(s) 70	Shampooer(s)	Waxer(s)	Window Washer(s)
--	---------------------	------------------	--------------	----------	------------------

↓ Check box to activate section:

☐ 18 Shampoo Carpet As follows:

- a) ☐ All carpeted areas
- c) ☐ Lobby / Reception area
- e) ☐ All open access areas along hallways and corridors
- g) ☐ Conference Rooms
- i) ☐ Private offices
- k) ☐ Employee cubicle areas
- m) ☐ Stairs and landing
- o) ☐ Rugs
- q) ☐ The above square footage is estimated, Vendors should confirm actual square footage at site visit.
- s) ☐ Other

**Special instructions:** Janitor to pre-vacuum all carpeted areas with an upright roller brush vacuum. Janitor to only use an approved hot water extraction process equipment. Janitor must perform cleaning early enough to allow for full drying prior to 8:00 a.m. the following work morning.

## Window Washing

↓ Check box to activate section:

<input checked="" type="checkbox"/> 19	Clean inside of interior/exterior windows	Total # of windows>>	10	Ave Sq. Ft.>>>	32	Estimated # Sq. Ft. >>	320
<p>a) <input checked="" type="checkbox"/> The above square footage is estimated, Vendors should confirm actual square footage at site visit.</p> <p>b) <input type="checkbox"/> Other</p> <p>c) <input type="checkbox"/> Other</p> <p>d) <input type="checkbox"/> Other</p> <p>e) <input type="checkbox"/> Other</p> <p>f) <input type="checkbox"/> Other</p> <p>g) <input type="checkbox"/> Other</p> <p>h) <input type="checkbox"/> Other</p>							
<p>Special instructions: Vendor to notify management of the exact date for the window cleaning two weeks beforehand -- to allow employees to remove any items from window sills etc.</p>							
<p>Frequency: 2 x a Year</p> <p>S M T W R F S Jan Feb Mar Apr May Jun Jul Aug Sep Oct Nov Dec</p> <p>Mar X Sep X</p>							
Total MINUTES required to successfully complete this task per job class per event >>>		Supervisor(s)	Janitor(s)	Shampooer(s)	Waxer(s)	Window Washer(s)	
		10	30				

↓ Check box to activate section:

<input checked="" type="checkbox"/> 20	Clean (ground level) exterior windows	Total # of windows>>	10	Ave Sq. Ft. >>>	32	Estimated # Sq. Ft. >>	320
<p>a) <input checked="" type="checkbox"/> The above square footage is estimated, Vendors should confirm actual square footage at site visit.</p> <p>c) <input type="checkbox"/> Other</p> <p>e) <input type="checkbox"/> Other</p> <p>g) <input type="checkbox"/> Other</p> <p>i) <input type="checkbox"/> Other</p> <p>k) <input type="checkbox"/> Other</p> <p>m) <input type="checkbox"/> Other</p> <p>o) <input type="checkbox"/> Other</p>							

- q) ☐ Other  
s) ☐ Other

Special instructions:

Frequency:  x

S	M	T	W	R	F	S	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
									X						X			

Total MINUTES required to successfully complete this task  
per job class per event >>>

Supervisor(s)	Janitor(s)	Shampooer(s)	Waxer(s)	Window Washer(s)
10	30			

↓ Check box to activate section:

☐

**21 Clean (non-ground level) exterior windows**

- a) ☐ Other  
c) ☐ Other  
e) ☐ Other  
g) ☐ Other  
i) ☐ Other  
k) ☐ Other

Special instructions:

↓ Check box to activate section:



## 22 Clean additional interior windows:

(Sizes to be determined at site visit)

- a) ☒ Entry way Windows
- b) ☐ Private office windows
- c) ☐ Conference room windows
- d) ☐ Reception area windows
- e) ☐ Other
- f) ☐ Other
- g) ☐ Other
- h) ☐ Other
- i) ☐ Other
- j) ☐ Other

Special instructions: Note, this task is for a full window cleaning. Spot wiping of smudges, fingerprints, etc., should come under above sections 1 - 3 above.)

Frequency:  x

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
S	M	T	W	R	F	S												

Total MINUTES required to successfully complete this task per job class per event >>>

Supervisor(s)	Janitor(s)	Shampooer(s)	Waxer(s)	Window Washer(s)
5	5			

## Miscellaneous and Other Types of Cleaning

↓ Check box to activate section:



## 23 Other:

- a) ☐ Other
- c) ☐ Other
- e) ☐ Other

- g) ☐ Other
- i) ☐ Other
- k) ☐ Other
- m) ☐ Other
- o) ☐ Other
- q) ☐ Other
- s) ☐ Other

Special instructions:



Check box to activate section:

☐

24 Other:

- a) ☐ Other
- c) ☐ Other
- e) ☐ Other
- g) ☐ Other
- i) ☐ Other
- k) ☐ Other
- m) ☐ Other
- o) ☐ Other
- q) ☐ Other
- s) ☐ Other

Special instructions:

↓ Check box to activate section:

☐

25 Other:

- a) ☐ Other
- c) ☐ Other
- e) ☐ Other
- g) ☐ Other
- i) ☐ Other
- k) ☐ Other
- m) ☐ Other
- o) ☐ Other
- q) ☐ Other
- s) ☐ Other

Special instructions:

↓ Check box to activate section:

☐

26 Other:



- a) ☐ Other
- c) ☐ Other
- e) ☐ Other
- g) ☐ Other
- i) ☐ Other
- k) ☐ Other
- m) ☐ Other
- o) ☐ Other
- q) ☐ Other
- s) ☐ Other

Special instructions:

↓ Check box to activate section:

☐

27 Other:

- a) ☐ Other
- c) ☐ Other
- e) ☐ Other
- g) ☐ Other
- i) ☐ Other
- k) ☐ Other
- m) ☐ Other
- o) ☐ Other
- q) ☐ Other
- s) ☐ Other

Special instructions:

**As Needed Cleaning:**

As needed cleaning should only be checked if the agency/entity can provide enough upfront information on each cleaning task for the vendor to calculate the proper amount of minutes to bid to perform the function.

☐

28 Out of the ordinary cleanup following special event or office function or minor construction

Special instructions:

Frequency: 1 x a Year <<< This will be used for Price Evaluation purposes only (Contractor to bill as line item per event)

Supervisor(s)

Janitor(s)

Shampooer(s)

Waxer(s)

Window Washer(s)

Total MINUTES required to successfully complete this task  
per job class per event >>>

☐

29 Emergency water damage cleanup

Special instructions:

Frequency: 1 x a Week <<< This will be used for Price Evaluation purposes only (Contractor to bill as line item per event)

	Supervisor(s)	Janitor(s)	Shampooer(s)	Waxer(s)	Window Washer(s)
Total MINUTES required to successfully complete this task per job class per event >>>					

**30 Other (i.e. Chemical Spills)**

Special instructions:

Frequency: 1 x a Year <<< This will be used for Price Evaluation purposes only (Contractor to bill as line item per event)

	Supervisor(s)	Janitor(s)	Shampooer(s)	Waxer(s)	Window Washer(s)
Total MINUTES required to successfully complete this task per job class per event >>>					

**31 Other (i.e. Biological Spills)**

Special instructions:

Frequency: 1 x a Year <<< This will be used for Price Evaluation purposes only (Contractor to bill as line item per event)

	Supervisor(s)	Janitor(s)	Shampooer(s)	Waxer(s)	Window Washer(s)
Total MINUTES required to successfully complete this task per job class per event >>>					

**32 Other (i.e. Bodily Fluids)**

Special instructions:

Frequency: 1 x a Year <<< This will be used for Price Evaluation purposes only (Contractor to bill as line item per event)

	Supervisor(s)	Janitor(s)	Shampooer(s)	Waxer(s)	Window Washer(s)
Total MINUTES required to successfully complete this task per job class per event >>>					

**33 Other**

Special instructions:

Frequency: 1 x a Year <<< This will be used for Price Evaluation purposes only (Contractor to bill as line item per event)

Supervisor(s)

Janitor(s)

Shampooer(s)

Waxer(s)

Window Washer(s)

Total MINUTES required to successfully complete this task  
per job class per event >>>

☐ 34 Other

Special instructions:

Frequency: 1 x a Year <<< This will be used for Price Evaluation purposes only (Contractor to bill as line item per event)

Supervisor(s)

Janitor(s)

Shampooer(s)

Waxer(s)

Window Washer(s)

Total MINUTES required to successfully complete this task  
per job class per event >>>

**Absent a compelling business reason**

State

Agencies are to utilize state contract to purchase PAPER SUPPLIES

☐ 33 Flat Monthly Fee to supply PAPER SUPPLIES (i.e. paper towels, toilet paper & covers) AT VENDORS ACTUAL COST

All monthly invoices must be accompanied with a cost break down and supporting documentation to validate vendor's actual costs are accurately reflected

Bidder to propose Monthly Flat Service Fee >>>

<<<Bidder to identify (for market research purposes only) the estimated monthly costs the client should expect to budget for PAPER SUPPLIES

Supply	Environmentally Preferred?			Provided by Agency		
Toilet Paper		<input checked="" type="checkbox"/>			<input checked="" type="checkbox"/>	
Paper Towels		<input checked="" type="checkbox"/>			<input checked="" type="checkbox"/>	
Toilet Seat Covers		<input checked="" type="checkbox"/>			<input checked="" type="checkbox"/>	

Provided by  
Vendor

Other (please specify)		<input checked="" type="checkbox"/>			<input checked="" type="checkbox"/>	
		<input type="checkbox"/>			<input type="checkbox"/>	
		<input type="checkbox"/>			<input type="checkbox"/>	

**Absent a compelling business reason**  
**State Agencies are to utilize state contract to purchase CLEANING SUPPLIES**

☐ 34

**Flat Monthly Fee to provide all necessary CLEANING SUPPLIES AT VENDORS ACTUAL COST**

All monthly invoices must be accompanied with a cost break down and supporting documentation to validate vendor's actual costs are accurately reflected

Bidder to propose Monthly Flat Service Fee >>> \$0.00

<<<Bidder to identify (for market research purposes only) the estimated monthly costs the client should expect to budget for CLEANING SUPPLIES

Supply	Environmentally Preferred?		Provided by Agency	
Light Bulbs		<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>
Deicer		<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>
Liquid Soap		<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>
Floor Care Products		<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>
Garbage Bags		<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>
Glass Cleaner		<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>
Restroom Disinfectants & Cleaners		<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>
Trash Can Liners		<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>
Other (please specify)		<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>
		<input type="checkbox"/>		<input type="checkbox"/>
		<input type="checkbox"/>		<input type="checkbox"/>

Provided by  
Vendor

**Important!**

**Client Questionnaire must be filled out and submitted with RFQQ.**

[Click here to open and fill out Client Questions!](#)

Prompt Payment Discount (PPD)  % (Maximum amount attributable to Bid Score is 5%)

NOTE: A PPD % net 30 days will be applied to the bidders bid prices and thereby impact the bidders score.

Total Amount of Annual Minutes/hours Bid for this project:

13,120

218.7

Minutes

Hours

**Total Labor Cost For Regularly Scheduled Services - Based on minutes bid.**  
This is the minimum amount that vendor has to pay for the labor in order to remain compliant with prevailing wage requirement.

**\$2,472.58**

IF Vendor wish to pay a wage other than prevailing wage, type in the new wage below. NOTE: The contracting agency/entity may request verification of wages paid to employees. Paying wages less than prevailing wage or less than submitted in the RFQQ could be grounds for breach of any future work contract.

	Janitor	Shampoo	Waxer	Window Washer	
Vendor Changed Wages					Note: IF wages are reduced below prevailing wage level Bidder must submit a written declaration identifying how bidder is exempt from paying prevailing wage.

### Bidder Labor Cost/Percentage multiplier >>>

The labor cost multiplier provides a mark-up to cover Vendor's non-labor related expenses and added profit margin. It can be applied as a flat annual amount, a monthly amount, and/or as an additional percentage increase to the overall labor costs. Choose one, two, or all three multiplier formats you wish to use and type the proper amount in the correct box.

Enter Monthly Added Fee

Enter Annual Added Fee

Enter % increase to Labor Costs

30%

Total Per Unit "As Needed Cleaning" Labor Cost

\$0.00

<<Excluded from Annual Contract Amount.

Flat Monthly Fee for providing Janitorial Products: As noted above (\$33 and \$34)>>>

\$0.00

Prompt Payment Discount Bid Evaluation Credit>>>

\$0.00

<<Excluded from Annual Contract Amount.

Annual Total Labor Cost Adjustment (from above calculations) >>>

\$741.78

Total Bid Evaluation Price >>>

**\$3,214.36**

Total Projected Annual Contract Price (Plus Applicable Taxes)>>>		\$3,214.36
Price per month (Plus Applicable Taxes)		\$267.86
Average Price per Day (Plus Applicable Taxes)		\$8.81
VENDORS USE PRICE PER QUARTER & AGENCY # OR ID TO		
REPORT 00508 QUARTERLY SALES →→→		
Price per Quarter (Plus Applicable Taxes)		\$803.59
Agency #/ID		21405

Email your completed RFQQ Worksheet response to:

[DESCPRMHealHumServ@des.wa.gov](mailto:DESCPRMHealHumServ@des.wa.gov)

Bid submitted by: P.G Clean Janitorila of WA

**Bid responses must be received no later than 2:00 PM Monday, August 7, 2017**

Late submissions will not be considered for any reason

#### Work Contract Term & Extensions

The initial term of this Work Contract is a maximum of two (2) years and a minimum of one (1) year from date of award with the option to extend for additional two (2) year terms or portions thereof. Extensions for each additional term(s) or portion thereof shall be exercised at the sole discretion of the Purchasing Activity upon written notice to the Contractor. The total contract term, including the initial term and all subsequent extensions, shall not exceed one (1) year beyond the maximum term date of MCC Primary Contract 00508 unless the MCC determines an emergency exists and/or special circumstances require a partial term extension.

#### Certifications and Assurances

We make the following certifications and assurances as a required element of the Response, to which it is included herein, affirming the truthfulness of the facts declared here and acknowledging that the continuing compliance with these statements and all requirements of the MCC Janitorial Services Primary Contract 00508 are conditions precedent to the award or continuation of the resulting Work Contract.

1. The prices in this Response have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered. The prices in this Response have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before Contract award unless otherwise required by law. No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition. However, we may freely join with other persons or organizations for the purpose of presenting a single Bid in accordance with the MCC Janitorial Services Primary Contract 00508.

2. This Response is a firm offer for a period of 60 days following the Response Due Date specified in the RFQQ, and it may be accepted by the Purchasing Activity without further negotiation (except where obviously required by lack of certainty in key terms) at any time within the 60-day period. In the case of protest, our Response will remain valid for 90 days or until the protest and any related court action is resolved, whichever is later.

3. Bidder further agrees to furnish materials, equipment and personnel necessary to successfully fulfill all contract terms including amendments. Submitting this document constitutes complete understanding and compliance with the terms and conditions.

The state of Washington, acting by and through MCC, issued RFQQ 00508 dated [9/18/08], for the purpose of acquiring Janitorial Services in accordance with its authority under Chapter 39.26 RCW. The MCC evaluated bid responses and all Responsive and Responsible Bidder's were included in the establishment of a pre-qualified bidder pool. The pre-qualified bidder pool was used to solicit prices for this Janitorial Services Work Contract bid opportunity. Consistent with the Janitorial Services Primary Contract 00508 RFQ evaluation criteria, The MCC evaluated RFQ responses and determined that the Bidder identified below to be the lowest responsive responsible bidder. Accordingly, the MCC has determined that entering into a Contract with The Successful Bidder will meet Client's needs and will be in Client's best interest.

Now Therefore, Purchasing Activity awards to the Bidder identified below this Work Contract, the terms and conditions of which shall govern Contractor's furnishing to the Purchasing Activity janitorial services. This Work Contract is not for personal use. In Consideration of the mutual promises as set forth in the MCC RFQQ 00508 Primary Agreement Contract, the parties agree to contract for Janitorial Services.

#### WORK CONTRACT AWARD

A contract is hereby enacted between

**P.G Clean Janitorila of WA**

And

**McCleary Public Works - Community Center**

\_\_\_\_\_  
Bidder's Signature

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Effective Date





1500 Jefferson Street SE, P.O. Box 41411 • Olympia, Washington 98504-1411 • (360) 407-2213  
[DESCPRMHealHumServ@des.wa.gov](mailto:DESCPRMHealHumServ@des.wa.gov)

## Janitorial Services Master Contract Work Contract #32093

Bidder Company Name: P.G. Clean Janitorial of WA OMWBE Status: Certified Minority & Women Owned Business  
Bidder UBI #: 603-446-518  
Bidder Point of contact: Erica Smith Email: [esmith@vmjholdings.com](mailto:esmith@vmjholdings.com) Phone: 360-339-6605  
Site Supervisor: Erica Smith Email: [ericasmith522@gmail.com](mailto:ericasmith522@gmail.com) Phone: 360-550-1887

Work Request Form: Type your agency/entity information below, fill out site visit/evaluation information, embed any special "Terms and Conditions," update prevailing wage boxes, and then fill out the janitorial work requirements below.

Agency Name: McCleary Public Works - City Hall Complex Work Request Number: 32093  
Agency # or ID: 21405 County: Grays Harbor  
Contract Life: 2 yrs. Original Start Date: End of Aug 2017  
Building Type: General Office Estimated Square Feet: 5650 # of Floors: 1.00

Customer preferred cleaing day / times are Fridays (only) between 8:00 am - 8:00 pm. The preferred sequence is for the awarded vendor to clean the Library, then the WWTP, then the Communtiy Center, and City Hall last. This is due to public and staff use of the buildings. Upon contract singing the awarded vendor is required to work with the customer to develop a communication process around the Communtiy Center rentals and the best time to clean the building.

Approved working hours

	<u>Work to be performed at:</u>	<u>Client Contract Administrator:</u>	<u>Send billing information to:</u>
Street Address:	100 S. 3rd Street	100 S. 3rd Street	100 S. 3rd Street
Street Address:			
City & Zip	McCleary WA 98557	McCleary WA 98557	McCleary WA 98557
Point of contact	Todd Baun	Todd Baun	Lindsay Blumberg
Phone:	360 495-3667	360 495-3667	360 495-3667
Fax:			
Email:	<a href="mailto:toddb@cityofmcclary.com">toddb@cityofmcclary.com</a>	<a href="mailto:toddb@cityofmcclary.com">toddb@cityofmcclary.com</a>	<a href="mailto:lindsayb@cityofmcclary.com">lindsayb@cityofmcclary.com</a>

### Special Instructions, Conditions, Standard of Work Requirements and/or Floor Plans

Facility Security: Apparent Successful Bidder employees may be required to pass background check documentation for any staff member or subcontractor who will be given access to the facility.



Embed any documents containing specific terms, conditions, specifications, floor plans, and/or other instructions. >>>>>>>>>>	Back ground checks are required and will be completed by McCleary Police Department	 BD1CE746.pdf	 1C9B3B44.jpg	 250AF6.pdf
---	---	--	--	--

Prevailing Wage Information: To be updated with any contract extension					
Click on link to identify proper prevailing wage>>> <a href="#">L&amp;I janitorial prevailing wages by job class by county</a>					
*Note: The purchasing agency will update the Work Contract to reflect the L&I prevailing wage changes at the time of the contract extension or minimum wage changes effective January 1st of each applicable year.					
Bidder to identify hourly labor rate>>>	Supervisor	Janitor	Shampooer	Waxer	Window Washer
		11	11.25	11	13.22

**NOTE:** Janitorial work contracts are "performance based" contracts, and vendors must submit quotes that assure the ability to fully service all noted tasks in accordance with this agency's performance demands (which will be discussed at the site visit.) The amount of minutes bid by vendors will be calculated to measure reasonableness and quality assurance in accordance with RCW 39.26.160(2)(c) and the master contract 00508; janitorial service personnel are required to cumulatively work the amount of minutes submitted in the RFQQ and Work Contract.

## Cleaning Services task section instructions:

These sections use drop down menus for choices. X is selected in each section in column B as a default as is a frequency of 1 Weekly. Deselect the X in the drop down menu if a section is unnecessary. If tasks are needed, select the X next to the task. You may also add tasks in the sections marked "Other." Select the frequency that the tasks needed. Please provide any "additional instructions" unique to your site in the area provided. Your accuracy will assist the vendors in providing the most responsive bid possible.

<input checked="" type="checkbox"/>	1	Dust, wipe, spot clean, and remove finger prints to include: (Daily / Weekly)
a)	<input checked="" type="checkbox"/>	Reception area tables, counters, chairs, and windows
b)	<input type="checkbox"/>	Copy room counters & tables

- c) ☒ Lunchroom counters and tables
- d) ☒ General hallway and corridor walls
- e) ☐ File cabinets
- f) ☒ Glass doors
- g) ☐ Elevator walls and hand rails
- h) ☐ Stairwell walls and hand rails
- i) ☒ Spot clean all smudges, stains and spills as needed on any flooring or open surface
- j) ☒ Remove cobwebs
- k) ☐ Other
- l) ☐ Other
- m) ☐ Other
- n) ☐ Other

Additional Instructions:

1

Weekly

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
S	M	T	W	R	F	S

Total MINUTES required to successfully complete this task  
per job class per event >>>

Supervisor(s)

Janitor(s)

Shampooer(s)

Waxer(s)

Window Washer(s)



Check box to activate section:

☒

## 2 Additional Dust, wipe, spot clean and disinfect: (Daily / Weekly)

- a) ☒ Light switches
- b) ☒ Door handles
- c) ☐ Vending machines
- d) ☐ File cabinets
- e) ☐ Stair walls and hand rails
- f) ☐ Elevator walls and hand rails
- g) ☐ Other
- h) ☐ Other
- i) ☐ Other

Additional instructions:

Frequency: 1 x a Week

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
S	M	T	W	R	F	S

Total MINUTES required to successfully complete this task  
per job class per event >>>

Supervisor(s)	Janitor(s)	Shampooer(s)	Waxer(s)	Window Washer(s)
5	10			

↓ Check box to activate section:

☒ 3 Dust, wipe, spot clean and remove finger prints to include: (Monthly / Annually)

- a) ☒ Horizontal surfaces & moldings
- b) ☒ Horizontal & vertical blinds
- c) ☒ Picture Frames
- d) ☐ Cloth panels
- e) ☐ HVAC vents, grills, and recesses
- f) ☐ Ceiling vents, grills, and recesses
- g) ☐ Horizontal & vertical blinds
- h) ☐ Other
- i) ☐ Other
- j) ☐ Other
- k) ☐ Other
- l) ☐ Other

Special instructions:

Frequency: 2 x a Year

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec

Supervisor(s)

Janitor(s)

Shampooer(s)

Waxer(s)

Window Washer(s)

Total MINUTES required to successfully complete this task  
per job class per event >>>

15

60

↓ Check box to activate section:

☒

#### 4 Clean / Wipe Chrome Fixtures to Include:

- a) ☒ Drinking Fountains
- b) ☐ Elevators
- c) ☒ Faucets
- e) ☐ Other
- g) ☐ Other
- i) ☐ Other
- k) ☐ Other

Special instructions:

Frequency:  x

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
S	M	T	W	R	F	S

Jan Feb Mar Apr May Jun Jul Aug Sep Oct Nov Dec

Total MINUTES required to successfully complete this task  
per job class per event >>>

Supervisor(s)

Janitor(s)

Shampooer(s)

Waxer(s)

Window Washer(s)

5

15

↓ Check box to activate section:

☒

#### 5 Empty Daily Trash / Recycle bins from the following areas:

- a) ☒ All rooms and open areas.
- b) ☒ General open areas, hallways, and corridors
- c) ☐ The following Conference Rooms:

- d) ☒ Dining / lunchroom areas
- e) ☒ Kitchen areas
- g) ☒ Reception Area
- i) ☒ Replace trash liners whenever stained, soiled, torn, and/or removed.
- k) ☒ Employee cubicle areas
- m) ☐ Other
- o) ☐ Other
- q) ☒ Empty smaller trash / recycle items into large receptacles at specified location
- s) ☐ On designated day(s), take large receptacles to the specified area.

Special instructions: Trash can liners shall be replaced whenever they become stained, soiled, or torn.

Frequency:  x

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
S	M	T	W	R	F	S												

	Supervisor(s)	Janitor(s)	Shampooer(s)	Waxer(s)	Window Washer(s)
Total MINUTES required to successfully complete this task per job class per event >>>	10	25			

↓ Check box to activate section:

☐

## 6 Entry way and Outside Clean-up:

- a) ☐ Sweep within 10 feet of each entrance.
- b) ☐ Sweep sidewalks along the front of building
- c) ☐ Remove trash and debris from outside parking lot
- d) ☐ Empty all entrance ash trays
- e) ☐ Empty outside trash cans into proper receptacle as
- g) ☐ Other
- i) ☐ Other
- k) ☐ Other
- m) ☐ Other
- o) ☐ Other

Special Instructions:



Check box to activate section:

☐

## 7 Day Porter Services

Day Porter expected to work

hours per day

- a) ☐ Reposition all conference room and reception area chairs
- b) ☐ Replace light bulbs & light tubes as needed
- c) ☐ Stock, and monitor all janitorial supplies
- d) ☐ Provide additional Day Porter Services as noted below in Special Instructions
- e) ☐ Day porter to also perform tasks noted in other paragraphs / subparagraphs as stated therein.
- g) ☐
- i) ☐
- k) ☐
- m) ☐
- o) ☐

**Special Instructions:** Notice to Bidders: If Day Porter is to perform tasks noted under different paragraphs/subparagraphs, minutes for performing such tasks are part of the day-porter's established time and should not be added to respective sections unless bidder feels extra minutes are needed to complete the tasks.

Embed Document here describing Day Porter Services if Applicable.





Check box to activate section:

☐

## 8 Additional General Miscellaneous Cleaning:

- a) ☐ Reposition all conference room and reception area chairs
- b) ☐ Replace light bulbs & light tubes as needed
- c) ☐ Stock, and monitor all janitorial supplies
- d) ☐ Other
- e) ☐ Other
- g) ☐ Other
- i) ☐ Other
- k) ☐ Other
- m) ☐ Other
- o) ☐ Other

Special Instructions:

## Specific Rooms and Areas: Restrooms, Kitchen, & Other

Select the X for the boxes of the cleaning tasks that apply, or type additional tasks in the sections marked "Other."

☒

## 9 General Restroom Cleaning and Disinfecting

- a) ☒ Sanitize all toilets, urinals, wash basins, etc.

- b) ☒ Sweep, dry mop and/or damp mop and disinfect floors
- c) ☒ Clean mirrors, mirror frames, faucets, exposed pipes, dispensers, hand driers, counters, and door handles
- d) ☒ fill all paper towel dispensers, toilet paper dispensers, toilet seat cover dispensers, and soap dispensers.
- e) ☐ Plunge and/or snake toilets as needed.
- g) ☐ Other
- i) ☐ Other
- k) ☐ Other
- m) ☐ Other
- o) ☒ Floor cleaning for bathroom is included as part of general floor cleaning duties

Special Instructions:

Frequency:  x

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
S	M	T	W	R	F	S												

Total MINUTES required to successfully complete this task  
per job class per event >>>

Supervisor(s)	Janitor(s)	Shampooer(s)	Waxer(s)	Window Washer(s)
10	20			



Check box to activate section:



## 10 Additional Restroom Cleaning and Disinfecting:

- a) ☒ Clean and disinfect toilet stall doors and walls
- b) ☐ Clean and disinfect shower areas and fixtures
- c) ☐ Other
- d) ☐ Other
- e) ☐ Other
- g) ☐ Other

Special Instructions:

Frequency:  x

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>												

	S	M	T	W	R	F	S	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Supervisor(s)																			
Janitor(s)																			
Shampooer(s)																			
Waxer(s)																			
Window Washer(s)																			

Total MINUTES required to successfully complete this task per job class per event >>>

5	10			
---	----	--	--	--

↓ Check box to activate section:

<input checked="" type="checkbox"/>	<b>11 General Kitchen Cleaning:</b>																																					
a)	<input checked="" type="checkbox"/> Clean and disinfect all counters																																					
b)	<input checked="" type="checkbox"/> Clean and disinfect outside of all cabinets																																					
c)	<input checked="" type="checkbox"/> Clean and disinfect outside of all appliances																																					
d)	<input checked="" type="checkbox"/> Clean and disinfect sink and fixtures																																					
e)	<input checked="" type="checkbox"/> Clean and disinfect tables and counters in lunch room / eating area.																																					
g)	<input checked="" type="checkbox"/> Dry mop / wet mop to remove all spills and stains on floor																																					
i)	<input type="checkbox"/> Clean inside of following appliances:																																					
k)	<input type="checkbox"/> Other																																					
m)	<input type="checkbox"/> Other																																					
o)	<input type="checkbox"/> Other																																					
Special Instructions:																																						
Frequency: <input type="text" value="1"/> x <input type="text" value="a Week"/>																																						
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					<input checked="" type="checkbox"/>																																	
Total MINUTES required to successfully complete this task per job class per event >>>																																						
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10	30																																					

↓ Check box to activate section:

<input type="checkbox"/>	<b>12 Additional Kitchen Cleaning:</b>
a)	<input type="checkbox"/> Clean inside of microwave(s)

- b) ☐ Clean inside of refrigerator(s)
- c) ☐ Other
- d) ☐ Other
- e) ☐ Other
- g) ☐ Other
- i) ☐ Other
- k) ☐ Other
- m) ☐ Other
- o) ☐ Other

Special Instructions:



Check box to activate section:

☐

### 13 Other Specific Rooms As Follows:

- a) ☐ Other
- b) ☐ Other
- c) ☐ Other
- d) ☐ Other
- e) ☐ Other
- g) ☐ Other
- i) ☐ Other
- k) ☐ Other
- m) ☐ Other
- o) ☐ Other

Special Instructions:

## Floor Care and Cleaning Services

↓ Check box to activate section:

☒

14 Vacuum High Traffic Carpeted Areas to Include: (Daily / Weekly)

Estimated # of square feet:

850

- a) ☒ Reception Area  
b) ☒ General open areas, hallways and corridors  
c) ☐ The following Conference rooms: \_\_\_\_\_  
d) ☐ Elevator Floor  
e) ☒ Employee cubicle areas  
f) ☐ Additional Rooms &/or areas as noted in Special Instructions space below.  
g) ☒ Spot clean all carpeted areas when needed  
h) ☐ Other  
i) ☐ Other  
j) ☐ *The above square footage is estimated, Vendors should confirm actual square footage at site visit.*

Special instructions:

Frequency:  x

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
S	M	T	W	R	F	S	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	

Total MINUTES required to successfully complete this task  
per job class per event >>>

Supervisor(s)	Janitor(s)	Shampooer(s)	Waxer(s)	Window Washer(s)
10	30			

↓ Check box to activate section:

<input checked="" type="checkbox"/>	<b>15 Vacuum Low Traffic Carpeted Areas to Include:</b>	Estimated # of square feet:	<b>850</b>
-------------------------------------	---	-----------------------------	------------

- a) ☒ Employee Cubicle Areas
- c) ☐ The following Conference rooms: \_\_\_\_\_
- e) ☒ Private Offices
- g) ☐ Additional Rooms &/or areas as noted in Special Instructions space below.
- i) ☐ Other
- k) ☐ Other
- m) ☐ Other
- o) ☐ Other
- q) ☐ Other
- s) ☐ *The above square footage is estimated, Vendors should confirm actual square footage at site visit.*

Special instructions:

Frequency:  x

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
S	M	T	W	R	F	S												

Total MINUTES required to successfully complete this task per job class per event >>>	Supervisor(s)	Janitor(s)	Shampooer(s)	Waxer(s)	Window Washer(s)
	10	20			

↓ Check box to activate section:

<input checked="" type="checkbox"/>	<b>16 Clean resilient floors to include: (Daily / Weekly)</b>	Estimated # of square feet:	<b>4,800</b>
-------------------------------------	---	-----------------------------	--------------

- a) ☒ Sweep floors
- b) ☒ Dry mop
- c) ☒ Wet mop

- Work Request Template July 2013

S M T W R F S Jan Feb Mar Apr May Jun Jul Aug Sep Oct Nov Dec

Total MINUTES required to successfully complete this task  
per job class per event >>>

Supervisor(s)	Janitor(s)	Shampooer(s)	Waxer(s)	Window Washer(s)
30	90			

↓ Check box to activate section:

<input checked="" type="checkbox"/>	18 Shampoo Carpet As follows:	Estimated # of square feet:	850
-------------------------------------	-------------------------------	-----------------------------	-----

- a) ☒ All carpeted areas
- c) ☐ Lobby / Reception area
- e) ☐ All open access areas along hallways and corridors
- g) ☐ Conference Rooms
- i) ☐ Private offices
- k) ☐ Employee cubicle areas
- m) ☐ Stairs and landing
- o) ☐ Rugs
- q) ☐ Other
- s) ☐ Other

**Special instructions:** Janitor to pre-vacuum all carpeted areas with an upright roller brush vacuum. Janitor to only use an approved hot water extraction process equipment. Janitor must perform cleaning early enough to allow for full drying prior to 8:00 a.m. the following work morning.

Frequency: 1 x a Year

S M T W R F S Jan Feb Mar Apr May Jun Jul Aug Sep Oct Nov Dec

Total MINUTES required to successfully complete this task  
per job class per event >>>

Supervisor(s)	Janitor(s)	Shampooer(s)	Waxer(s)	Window Washer(s)
20	60			



## Window Washing

↓ Check box to activate section:

<input checked="" type="checkbox"/>	19	Clean inside of interior/exterior windows	Total # of windows>>	45	Ave Sq. Ft.>>>	21	Estimated # Sq. Ft. >>	945
<p>a) <input type="checkbox"/> Other</p> <p>b) <input type="checkbox"/> Other</p> <p>c) <input type="checkbox"/> Other</p> <p>d) <input type="checkbox"/> Other</p> <p>e) <input type="checkbox"/> Other</p> <p>f) <input type="checkbox"/> Other</p> <p>g) <input type="checkbox"/> Other</p> <p>h) <input type="checkbox"/> Other</p>								
<p>Special instructions: Vendor to notify management of the exact date for the window cleaning two weeks beforehand -- to allow employees to remove any items from window sills etc.</p>								
<p>Frequency: <input type="text" value="2"/> x <input type="text" value="a Year"/></p> <p>S M T W R F S Jan Feb Mar Apr May Jun Jul Aug Sep Oct Nov Dec</p> <p><input checked="" type="checkbox"/> Mar <input checked="" type="checkbox"/> Sep</p>								
Total MINUTES required to successfully complete this task per job class per event >>>			Supervisor(s)	Janitor(s)	Shampooer(s)	Waxer(s)	Window Washer(s)	
			15	45				

↓ Check box to activate section:

<input checked="" type="checkbox"/>	20	Clean (ground level) exterior windows	Total # of windows>>	45	Ave Sq. Ft. >>>	21	Estimated # Sq. Ft. >>	945
<p>a) <input type="checkbox"/> Other</p> <p>c) <input type="checkbox"/> Other</p> <p>e) <input type="checkbox"/> Other</p> <p>g) <input type="checkbox"/> Other</p> <p>i) <input type="checkbox"/> Other</p> <p>k) <input type="checkbox"/> Other</p> <p>m) <input type="checkbox"/> Other</p> <p>o) <input type="checkbox"/> Other</p>								

- q) ☐ Other  
s) ☐ Other

Special instructions:

Frequency:  x

S	M	T	W	R	F	S	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
									X						X			

Total MINUTES required to successfully complete this task  
per job class per event >>>

Supervisor(s)	Janitor(s)	Shampooer(s)	Waxer(s)	Window Washer(s)
15	45			



Check box to activate section:

☐

**21 Clean (non-ground level) exterior windows**

- a) ☐ Other  
c) ☐ Other  
e) ☐ Other  
g) ☐ Other  
i) ☐ Other  
k) ☐ Other

Special instructions:

↓ Check box to activate section:



## 22 Clean additional interior windows:

(Sizes to be determined at site visit)

- a) ☐ Entry way Windows
- b) ☐ Private office windows
- c) ☐ Conference room windows
- d) ☒ Reception area windows
- e) ☐ Other
- f) ☐ Other
- g) ☐ Other
- h) ☐ Other
- i) ☐ Other
- j) ☐ Other

Special instructions: Note, this task is for a full window cleaning. Spot wiping of smudges, fingerprints, etc., should come under above sections 1 - 3 above.)

Frequency:  x

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
S	M	T	W	R	F	S												

Total MINUTES required to successfully complete this task per job class per event >>>

Supervisor(s)	Janitor(s)	Shampooer(s)	Waxer(s)	Window Washer(s)
5	15			

## Miscellaneous and Other Types of Cleaning

↓ Check box to activate section:



## 23 Other:

- a) ☐ Other
- c) ☐ Other
- e) ☐ Other

- g) ☐ Other
- i) ☐ Other
- k) ☐ Other
- m) ☐ Other
- o) ☐ Other
- q) ☐ Other
- s) ☐ Other

Special instructions:



Check box to activate section:

☐

24 Other:

- a) ☐ Other
- c) ☐ Other
- e) ☐ Other
- g) ☐ Other
- i) ☐ Other
- k) ☐ Other
- m) ☐ Other
- o) ☐ Other
- q) ☐ Other
- s) ☐ Other

Special instructions:

↓ Check box to activate section:

☐

25 Other:

- a) ☐ Other
- c) ☐ Other
- e) ☐ Other
- g) ☐ Other
- i) ☐ Other
- k) ☐ Other
- m) ☐ Other
- o) ☐ Other
- q) ☐ Other
- s) ☐ Other

Special instructions:

↓ Check box to activate section:

☐

26 Other:

- a) ☐ Other
- c) ☐ Other
- e) ☐ Other
- g) ☐ Other
- i) ☐ Other
- k) ☐ Other
- m) ☐ Other
- o) ☐ Other
- q) ☐ Other
- s) ☐ Other

Special instructions:

↓ Check box to activate section:

☐

27 Other:

- a) ☐ Other
- c) ☐ Other
- e) ☐ Other
- g) ☐ Other
- i) ☐ Other
- k) ☐ Other
- m) ☐ Other
- o) ☐ Other
- q) ☐ Other
- s) ☐ Other

Special instructions:

**As Needed Cleaning:**

As needed cleaning should only be checked if the agency/entity can provide enough upfront information on each cleaning task for the vendor to calculate the proper amount of minutes to bid to perform the function.

☐

28 Out of the ordinary cleanup following special event or office function or minor construction

Special instructions:

Frequency: 1 x a Year <<< This will be used for Price Evaluation purposes only (Contractor to bill as line item per event)

Supervisor(s)

Janitor(s)

Shampooer(s)

Waxer(s)

Window Washer(s)

Total MINUTES required to successfully complete this task  
per job class per event >>>

☐

29 Emergency water damage cleanup

Special instructions:

Frequency: 1 x a Week <<< This will be used for Price Evaluation purposes only (Contractor to bill as line item per event)

	Supervisor(s)	Janitor(s)	Shampooer(s)	Waxer(s)	Window Washer(s)
Total MINUTES required to successfully complete this task per job class per event >>>					

**30 Other (i.e. Chemical Spills)**

Special instructions:

Frequency: 1 x a Year <<< This will be used for Price Evaluation purposes only (Contractor to bill as line item per event)

	Supervisor(s)	Janitor(s)	Shampooer(s)	Waxer(s)	Window Washer(s)
Total MINUTES required to successfully complete this task per job class per event >>>					

**31 Other (i.e. Biological Spills)**

Special instructions:

Frequency: 1 x a Year <<< This will be used for Price Evaluation purposes only (Contractor to bill as line item per event)

	Supervisor(s)	Janitor(s)	Shampooer(s)	Waxer(s)	Window Washer(s)
Total MINUTES required to successfully complete this task per job class per event >>>					

**32 Other (i.e. Bodily Fluids)**

Special instructions:

Frequency: 1 x a Year <<< This will be used for Price Evaluation purposes only (Contractor to bill as line item per event)

	Supervisor(s)	Janitor(s)	Shampooer(s)	Waxer(s)	Window Washer(s)
Total MINUTES required to successfully complete this task per job class per event >>>					

**33 Other**



Special instructions:

Frequency: 1 x a Year <<< This will be used for Price Evaluation purposes only (Contractor to bill as line item per event)

Supervisor(s)

Janitor(s)

Shampooer(s)

Waxer(s)

Window Washer(s)

Total MINUTES required to successfully complete this task  
per job class per event >>>

☐ 34 Other

Special instructions:

Frequency: 1 x a Year <<< This will be used for Price Evaluation purposes only (Contractor to bill as line item per event)

Supervisor(s)

Janitor(s)

Shampooer(s)

Waxer(s)

Window Washer(s)

Total MINUTES required to successfully complete this task  
per job class per event >>>

**Absent a compelling business reason**

State

Agencies are to utilize state contract to purchase PAPER SUPPLIES

☐ 33 Flat Monthly Fee to supply PAPER SUPPLIES (i.e. paper towels, toilet paper & covers) AT VENDORS ACTUAL COST

All monthly invoices must be accompanied with a cost break down and supporting documentation to validate vendor's actual costs are accurately reflected

Bidder to propose Monthly Flat Service Fee >>>

<<<Bidder to identify (for market research purposes only) the estimated monthly costs the client should expect to budget for PAPER SUPPLIES

Supply	Environmentally Preferred?			Provided by Agency		
Toilet Paper		<input checked="" type="checkbox"/>			<input checked="" type="checkbox"/>	
Paper Towels		<input checked="" type="checkbox"/>			<input checked="" type="checkbox"/>	
Toilet Seat Covers		<input checked="" type="checkbox"/>			<input checked="" type="checkbox"/>	

Provided by  
Vendor

Other (please specify)		<input checked="" type="checkbox"/>			<input checked="" type="checkbox"/>	
		<input type="checkbox"/>			<input type="checkbox"/>	
		<input type="checkbox"/>			<input type="checkbox"/>	

**Absent a compelling business reason**  
**State Agencies are to utilize state contract to purchase CLEANING SUPPLIES**

☐ 34

**Flat Monthly Fee to provide all necessary CLEANING SUPPLIES AT VENDORS ACTUAL COST**

All monthly invoices must be accompanied with a cost break down and supporting documentation to validate vendor's actual costs are accurately reflected

Bidder to propose Monthly Flat Service Fee >>> \$0.00

<<<Bidder to identify (for market research purposes only) the estimated monthly costs the client should expect to budget for CLEANING SUPPLIES

Supply	Environmentally Preferred?		Provided by Agency	
Light Bulbs		<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>
Deicer		<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>
Liquid Soap		<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>
Floor Care Products		<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>
Garbage Bags		<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>
Glass Cleaner		<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>
Restroom Disinfectants & Cleaners		<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>
Trash Can Liners		<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>
Other (please specify)		<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>
		<input type="checkbox"/>		<input type="checkbox"/>
		<input type="checkbox"/>		<input type="checkbox"/>

Provided by  
Vendor

**Important!**

**Client Questionnaire must be filled out and submitted with RFQQ.**

[Click here to open and fill out Client Questions!](#)

Prompt Payment Discount (PPD)  % (Maximum amount attributable to Bid Score is 5%)

NOTE: A PPD % net 30 days will be applied to the bidders bid prices and thereby impact the bidders score.

Total Amount of Annual Minutes/hours Bid for this project:

15,530

258.8

Minutes

Hours

**Total Labor Cost For Regularly Scheduled Services - Based on minutes bid.**  
This is the minimum amount that vendor has to pay for the labor in order to remain compliant with prevailing wage requirement.

**\$2,053.33**

IF Vendor wish to pay a wage other than prevailing wage, type in the new wage below. NOTE: The contracting agency/entity may request verification of wages paid to employees. Paying wages less than prevailing wage or less than submitted in the RFQQ could be grounds for breach of any future work contract.

	Janitor	Shampoo	Waxer	Window Washer	
Vendor Changed Wages					Note: IF wages are reduced below prevailing wage level Bidder must submit a written declaration identifying how bidder is exempt from paying prevailing wage.

### Bidder Labor Cost/Percentage multiplier >>>

The labor cost multiplier provides a mark-up to cover Vendor's non-labor related expenses and added profit margin. It can be applied as a flat annual amount, a monthly amount, and/or as an additional percentage increase to the overall labor costs. Choose one, two, or all three multiplier formats you wish to use and type the proper amount in the correct box.

Enter Monthly Added Fee

Enter Annual Added Fee

Enter % increase to Labor Costs

35%

Total Per Unit "As Needed Cleaning" Labor Cost

\$0.00

<<Excluded from Annual Contract Amount.

Flat Monthly Fee for providing Janitorial Products: As noted above (§33 and §34)>>>

\$0.00

Prompt Payment Discount Bid Evaluation Credit>>>

\$0.00

<<Excluded from Annual Contract Amount.

Annual Total Labor Cost Adjustment (from above calculations) >>>

\$718.67

Total Bid Evaluation Price >>>

**\$2,772.00**

Total Projected Annual Contract Price (Plus Applicable Taxes)>>>		\$2,772.00
Price per month (Plus Applicable Taxes)		\$231.00
Average Price per Day (Plus Applicable Taxes)		\$7.59
VENDORS USE PRICE PER QUARTER & AGENCY # OR ID TO		
REPORT 00508 QUARTERLY SALES →→→		
Price per Quarter (Plus Applicable Taxes)		\$693.00
Agency #/ID		21405

Email your completed RFQQ Worksheet response to:

[DESCPRMHealHumServ@des.wa.gov](mailto:DESCPRMHealHumServ@des.wa.gov)

Bid submitted by: P.G. Clean Janitorial of WA

**Bid responses must be received no later than 2:00 PM Monday, August 7, 2017**

Late submissions will not be considered for any reason

#### Work Contract Term & Extensions

The initial term of this Work Contract is a maximum of two (2) years and a minimum of one (1) year from date of award with the option to extend for additional two (2) year terms or portions thereof. Extensions for each additional term(s) or portion thereof shall be exercised at the sole discretion of the Purchasing Activity upon written notice to the Contractor. The total contract term, including the initial term and all subsequent extensions, shall not exceed one (1) year beyond the maximum term date of MCC Primary Contract 00508 unless the MCC determines an emergency exists and/or special circumstances require a partial term extension.

#### Certifications and Assurances

We make the following certifications and assurances as a required element of the Response, to which it is included herein, affirming the truthfulness of the facts declared here and acknowledging that the continuing compliance with these statements and all requirements of the MCC Janitorial Services Primary Contract 00508 are conditions precedent to the award or continuation of the resulting Work Contract.

1. The prices in this Response have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered. The prices in this Response have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before Contract award unless otherwise required by law. No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition. However, we may freely join with other persons or organizations for the purpose of presenting a single Bid in accordance with the MCC Janitorial Services Primary Contract 00508.

2. This Response is a firm offer for a period of 60 days following the Response Due Date specified in the RFQQ, and it may be accepted by the Purchasing Activity without further negotiation (except where obviously required by lack of certainty in key terms) at any time within the 60-day period. In the case of protest, our Response will remain valid for 90 days or until the protest and any related court action is resolved, whichever is later.

3. Bidder further agrees to furnish materials, equipment and personnel necessary to successfully fulfill all contract terms including amendments. Submitting this document constitutes complete understanding and compliance with the terms and conditions.

The state of Washington, acting by and through MCC, issued RFQQ 00508 dated [9/18/08], for the purpose of acquiring Janitorial Services in accordance with its authority under Chapter 39.26 RCW. The MCC evaluated bid responses and all Responsive and Responsible Bidder's were included in the establishment of a pre-qualified bidder pool. The pre-qualified bidder pool was used to solicit prices for this Janitorial Services Work Contract bid opportunity. Consistent with the Janitorial Services Primary Contract 00508 RFQ evaluation criteria, The MCC evaluated RFQ responses and determined that the Bidder identified below to be the lowest responsive responsible bidder. Accordingly, the MCC has determined that entering into a Contract with The Successful Bidder will meet Client's needs and will be in Client's best interest.

Now Therefore, Purchasing Activity awards to the Bidder identified below this Work Contract, the terms and conditions of which shall govern Contractor's furnishing to the Purchasing Activity janitorial services. This Work Contract is not for personal use. In Consideration of the mutual promises as set forth in the MCC RFQQ 00508 Primary Agreement Contract, the parties agree to contract for Janitorial Services.

#### **WORK CONTRACT AWARD**

A contract is hereby enacted between

**P.G. Clean Janitorial of WA**

And

**McCleary Public Works - City Hall Complex**

\_\_\_\_\_  
Bidder's Signature

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Effective Date

**TAB - F**

**STAFF REPORT**

To: Mayor Schiller  
From: Todd Baun, Director of Public Works  
Date: September 8, 2017  
Re: Development Incentives

---

After meeting with Dan, Ben, and Paul about possible development incentives the city could provide, I have found that there is several potential incentives that we could legally provide. Below and attached is information that I have found. Please review and give direction on whether to pursue any of these incentives or if you have any ideas on possible incentives.

**RCW 36.70A.540****Affordable housing incentive programs—Low-income housing units.**

(1)(a) Any city or county planning under RCW [36.70A.040](#) may enact or expand affordable housing incentive programs providing for the development of low-income housing units through development regulations or conditions on rezoning or permit decisions, or both, on one or more of the following types of development: Residential; commercial; industrial; or mixed-use. An affordable housing incentive program may include, but is not limited to, one or more of the following:

- (i) Density bonuses within the urban growth area;
- (ii) Height and bulk bonuses;
- (iii) Fee waivers or exemptions;
- (iv) Parking reductions; or
- (v) Expedited permitting.

(b) The city or county may enact or expand such programs whether or not the programs may impose a tax, fee, or charge on the development or construction of property.

(c) If a developer chooses not to participate in an optional affordable housing incentive program adopted and authorized under this section, a city, county, or town may not condition, deny, or delay the issuance of a permit or development approval that is consistent with zoning and development standards on the subject property absent incentive provisions of this program.

(2) Affordable housing incentive programs enacted or expanded under this section shall comply with the following:

(a) The incentives or bonuses shall provide for the development of low-income housing units;

(b) Jurisdictions shall establish standards for low-income renter or owner occupancy housing, including income guidelines consistent with local housing needs, to assist low-income households that cannot afford market-rate housing. Low-income households are defined for renter and owner occupancy program purposes as follows:

(i) Rental housing units to be developed shall be affordable to and occupied by households with an income of fifty percent or less of the county median family income, adjusted for family size;

(ii) Owner occupancy housing units shall be affordable to and occupied by households with an income of eighty percent or less of the county median family income, adjusted for family size. The legislative authority of a jurisdiction, after holding a public hearing, may establish lower income levels; and

(iii) The legislative authority of a jurisdiction, after holding a public hearing, may also establish higher income levels for rental housing or for owner occupancy housing upon finding that higher income levels are needed to address local housing market conditions. The higher income level for rental housing may not exceed eighty percent of the county area median family income. The higher income level for owner occupancy housing may not exceed one hundred percent of the county area median family income. These established higher income levels are considered "low-income" for the purposes of this section;

(c) The jurisdiction shall establish a maximum rent level or sales price for each low-income housing unit developed under the terms of a program and may adjust these levels or prices based on the average size of the household expected to occupy the unit. For renter-occupied housing units, the total housing costs, including basic utilities as determined by the jurisdiction, may not exceed thirty percent of the income limit for the low-income housing unit;

(d) Where a developer is utilizing a housing incentive program authorized under this section to develop market rate housing, and is developing low-income housing to satisfy the requirements of the housing incentive program, the low-income housing units shall be provided in a range of sizes comparable to those units that are available to other residents. To the extent practicable, the number of bedrooms in low-income units must be in the same proportion as the number of bedrooms in units within the entire development. The low-income units shall generally be distributed throughout the development and have substantially the same functionality as the other units in the development;

(e) Low-income housing units developed under an affordable housing incentive program shall be committed to continuing affordability for at least fifty years. A local government, however, may accept payments in lieu of continuing affordability. The program shall include measures to enforce continuing affordability and income standards applicable to low-income units constructed under this section that may include, but are not limited to, covenants, options, or other agreements to be executed and recorded by owners and developers;

(f) Programs authorized under subsection (1) of this section may apply to part or all of a jurisdiction and different standards may be applied to different areas within a jurisdiction or to different types of development. Programs authorized under this section may be modified to meet local needs and may include provisions not expressly provided in this section or RCW [82.02.020](#);

(g) Low-income housing units developed under an affordable housing incentive program are encouraged to be provided within developments for which a bonus or incentive is provided. However, programs may allow units to be provided in a building located in the general area of the development for which a bonus or incentive is provided; and

(h) Affordable housing incentive programs may allow a payment of money or property in lieu of low-income housing units if the jurisdiction determines that the payment achieves a result equal to or better than providing the affordable housing on-site, as long as the payment does not exceed the approximate cost of developing the same number and quality of housing units that would otherwise be developed. Any city or county shall use these funds or property to support the development of low-income housing, including support provided through loans or grants to public or private owners or developers of housing.



(3) Affordable housing incentive programs enacted or expanded under this section may be applied within the jurisdiction to address the need for increased residential development, consistent with local growth management and housing policies, as follows:

(a) The jurisdiction shall identify certain land use designations within a geographic area where increased residential development will assist in achieving local growth management and housing policies;

(b) The jurisdiction shall provide increased residential development capacity through zoning changes, bonus densities, height and bulk increases, parking reductions, or other regulatory changes or other incentives;

(c) The jurisdiction shall determine that increased residential development capacity or other incentives can be achieved within the identified area, subject to consideration of other regulatory controls on development; and

(d) The jurisdiction may establish a minimum amount of affordable housing that must be provided by all residential developments being built under the revised regulations, consistent with the requirements of this section.

[ [2009 c 80 § 1](#); [2006 c 149 § 2](#).]

## City of Vancouver Development Incentives

			Vancouver/Local	State	Federal	City-Wide	Downtown	Fourth Plain	Examples Where Used
	Tax or Fee-Based Incentives	Description							
1	Multi-Family Housing Tax Abatement	Local program authorized by state; property taxes deferred on >3 m.f. units for 8 yrs (market rate) or 12 years (if 20% affordable)	X	X			X	X	Vancouvercenter, Heritage Place, Prestige Plaza, 11 West, West Coast Building,
2	City Traffic Impact Fee (TIF) Reduction	<b>New incentive:</b> For businesses locating to Vancouver or adding more than 200 employees and which pay higher than median salaries, tiered schedule of TIF reduction can apply, subject to a D.A. approval by Council	X			X			Banfield HQ
3	City TIF Credits for Redevelopment	Sites that are redeveloped may receive "credit" for the traffic that the previous use(s) generated, which reduces the fee for new development	X			X			Vancouvercenter, Heritage Place, Prestige Plaza, 11 West, West Coast, Library Square
4	City Business License Surcharge Exemption	<b>New incentive:</b> For businesses locating to Vancouver or adding more than 200 employees and which pay higher than median salaries, business license surcharge of \$50/employee can be eliminated, subject to a D.A. approval by Council	X			X			Banfield HQ
5	City Building Permit Fee Cap (\$3M)	<b>New incentive:</b> In 2013, CED implemented a building valuation permit fee cap of \$3M, so buildings with an estimated value of more than \$3M will have their fee based as if building is \$3M	X			X			All large (+\$3M) projects since July 2013; Banfield HQ is one example
6	City Building Permit Fee Reduction (30%)	<b>New incentive:</b> In 2013, CED also implemented an across-the-board reduction in building plan review/permit fees of 30% for commercial/industrial and multi-family projects, due to efficiencies in the permitting process	X			X			All projects except single family and subtrade permits since July 2013

Development Incentives (cont.)			Vancouver/Local	State	Federal	City-Wide	Downtown	Fourth Plain
7	City System Development Charge (SDC) Assistance Program	New incentive: Initially established to reduce upfront SDC costs by restaurants (which have large fees), owners of businesses with 2" or smaller water meters can lease sewer capacity on a monthly basis rather than purchase it upfront. Policy was extended to other businesses including Banfield HQ in 2014	X			X		A number of restaurants citywide; Banfield HQ
8	City SDC Credits for Redevelopment	Similar to the TIF Credits for redevelopment, Water and Sewer System Development Charges (SDC's) for new development receive a "credit" for the water/sewer usage of the previous use(s)	X			X		Vancouvercenter, Heritage Place, Prestige Plaza, 11 West, West Coast
9	Clark County Historic Preservation Tax Credits	Federal, state and local programs offer tax incentives that provide sustantial savings to property owners who maintain and restore historic structures. This includes a historic tax deferral program for property owners of qualifying open space lands, and a "special valuation" program that defers taxes on improvemements to historic properties for 10 years	X					
10	Downtown Employee Off-street Parking Permits	Pilot parking program for reduced parking permits (\$30/mo.) for hourly wage employees in the downtown. 20 spaces in the Vancouvercenter garage are reserved for these special permits.	X				X	
11	Governor's Opportunity Fund	The Governor has a discretionary fund of \$500,000/yr which can be used to attract (or retain) a major corporation to the state. Any funds so approved are distributed to the assigned ADO (CREDC in Vancouver's case)		X				Banfield HQ

Development Incentives (cont.)			Vancouver/Local	State	Federal	City-Wide	Downtown	Fourth Plain
12	State of Washington Biotechnology Sales/Use Tax Deferral or Waiver	A sales and use tax deferral or waiver may be available for construction and equipment purchases that support biotechnology and medical device manufacturers		X		X		
13	State of Washington High Technology B&O Tax Credit	A B&O tax credit may be available to businesses conducting research and development in high technology fields		X		X		
14	State of Washington High Technology Sales / Use Tax Deferral or Waiver	A sales and use tax deferral or waiver may be available for construction and equipment purchases that support high technology		X		X		
15	State of Washington Manufacturing - Sales/Use Tax Deferral or Waiver	A sales and use tax deferral or waiver may be available for construction and equipment purchases for new and expanding businesses locating in qualifying counties		X		X		
16	State of Washington Manufacturing - Sales/Use Tax Deferral or Waiver: Mfg Machinery & Equipment	A sales and use tax deferral or waiver may be available for construction and equipment purchases used directly in manufacturing operation or research and development performed by a manufacturer, or testing operations performed for a manufacturer		X		X		
17	State of Washington Food Processing/ Manufacturing - B&O Tax Exemptions for Fresh Fruit and Vegetable Manufacturers	A B&O tax exemption may be available to manufacturers of fresh fruit and vegetables through canning, preserving, freezing, processing, or dehydrating fresh fruits/vegetables		X		X		
18	State of Washington Food Processing/ Manufacturing - B&O Tax Exemptions for Seafood Manufacturers	A B&O tax exemption may be available to manufacturers of seafood products; to purchasers who transport the goods out of state		X		X		
Development Incentives (cont.)			Vancouver/Local	State	Federal	City-Wide	Downtown	Fourth Plain

19	State of Washington Food Processing / Manufacturing - B&O Tax Exemptions for Dairy Manufacturers	A B&O tax exemption may be available to manufacturers of dairy products, or sales by the manufacturer of dairy products who transport the goods out of state		X		X			
20	State of Washington Remittance of State Sales Tax for Warehouses, Distribution Centers & Grain Elevators	Wholesalers, or third-party warehouse, who own or operate warehouses, grain elevators, and retailers who own or operate distribution centers, may qualify for remittance of state sales tax paid on the construction or expansion of warehouse or distribution center by at least 200K sf		X		X			
21	Washington State Department of Transportation Commute Trip Reduction Program	A business and occupation tax/public utility tax credit for employers who provide commute trip reduction incentives to or on behalf of their own (or other) employees		X		X			
22	Federal EB-5 Visa Program	The EB-5 visa provides a method of obtaining a green card for foreign nationals who invest at least \$1M (or \$500K in a Targeted Employment Area) which creates or retains at least 10 jobs for US workers excluding the investor and their immediate family			X	X			
23	New Market Tax Credits (NMTC)	The NMTC Program was established in 2000 to spur revitalization efforts of low-income and impoverished communities. Provides tax credit incentives to investors for equity investments in certified Community Development Entities, which invest in low-income			X		X	X	FarWest Steel; Library Square qualifies as for this as a "distressed property" under previous census
24	US Dept. of Energy Renewable Energy Cost Recovery Incentive Payment Program	Provides reimbursement for generating electricity on site with an anaerobic digester, wind generator, or solar energy system			X	X			
<div> <div>Development Incentives (cont.)</div> <div> <div>Vancouver/Local</div> <div>State</div> <div>Federal</div> <div>City-Wide</div> <div>Downtown</div> <div>Fourth Plain</div> </div> </div>									

25	US Dept. of Energy Clean Alternative Fuel Vehicles Tax Incentive	Sales/Use tax exemptions are available to businesses for purchasing or leasing a new passenger car, light duty truck, or medium duty passenger vehicle that is powered exclusively by clean alternative fuels			X	X			
26	US Small Business Administration HUBZone Program	The Historically Underutilized Business Zones Program helps small businesses in urban and rural communities gain preferential access to federal procurement activities. HUBZone-certified businesses are eligible for competitive and sole-source contracting opportunities and a 10% price-evaluation preference in full and open contract competitions, as well as subcontracting opportunities			X	X			
Process-Based Incentives		Description							Examples Where Used
1	Case Manager/Team Approach to Reviews	Every land use project that is submitted is assigned to a case manager (planner) who coordinates the review with a consistent team of reviewers from other departments (e.g. engineering, fire, building, etc.), which provides one point of contact for applicants.	X			X			All projects since around 1998
Development Incentives (cont.)					Vancouver/Local State Federal City-Wide Downtown Fourth Plain				

2	Streamlined Land Use/Engineering Review Process	The City has an award-winning streamlined review process whereby land use applications are reviewed concurrently (vs. consecutively) with engineering plans, all within 90 days of city review time. This process is at the applicant's option, and is available at no extra charge. Additionally, if building plans are ready to submit at the same time, all three processes can be handled together	X			X		Most major projects since 2000
3	Planned Action - Frontloading SEPA Review	Currently the VCCV is the only subarea for which a Planned Action Ordinance has been approved. City prepared an Environmental Impact Statement for all future development in the 20-year horizon, therefore any project which is consistent with the plan and within the scope of environmental impacts assessed does not require further SEPA review	X			X		Heritage Place, Vancouvercenter, Library, Esther Short Commons, Hilton Hotel, Columbia Building (City Hall), West Coast (Columbia) Bank Building, 101 Building, County Public Service Building
4	Planned Action - Type I Site Plan Reviews	In the VCCV where there has been significant upfront planning and public input, city code provides that every development, no matter how large, will be handled as a Type I (28 day) review with no public notice/appeal.	X			X		All downtown projects since 2008

Development Incentives (cont.)

Vancouver/Local

State

Federal

City-Wide

Downtown

Fourth Plain

5	Small Business Pre-Lease Program	Free City service offered to small businesses where an on-site meeting with appropriate review staff from city, county and state visit with prospective tenants to identify major code issues or requirements before they sign a lease or purchase a property. Mostly used downtown where older buildings have unique issues.	X			X			Thirsty Sasquatch Taproom, Dirty Hands Brewpub, The Grocery, Bleu Door Bakery expansion, Loowit Brewery, Torque Coffee, Luepke Florist renovation, Trap Door Brewing, Kiggins Theater renovation
6	Pre-application Conference	Low cost meeting, primarily for larger projects, where review staff meet with applicants and go over all code requirements, fees, and process timelines before they apply for approvals. City has been recognized as a leader in providing quality information to applicants at this stage of the process.	X			X			All large projects in City
7	Request for Utility Services (RUS)	Free service to help applicants determine the location and size of available public water and sewer facilities that can serve a given development site, and what utility improvements or extensions may be needed for the development. Also prepared as part of pre-app.	X			X			All projects in City
8	Electronic Plan Review <i>*Coming Fall of 2015*</i>	Still in development, applicants will soon be able to submit plans/applications electronically and receive comments/corrections back from reviewers electronically, which will save substantial time and costs, and be more convenient	X						
<b>Development Incentives (cont.)</b>			<div> <div>Vancouver/Local</div> <div>State</div> <div>Federal</div> <div>City-Wide</div> <div>Downtown</div> <div>Fourth Plain</div> </div>						
	<b>Public-Private Partnership Incentives</b>	<b>Description</b>							<b>Examples Where Used</b>



1	Development Agreements	Used primarily to "lock in" development standards, allowed uses, trip capacity, etc. on most major developments; also formalizes commitments made by developer and City	X						CTC, Vancouvercenter, Prestige Plaza, Heritage Plaza, West Coast (Columbia) Bank) Building, Riverview Tower, SWWMC, Clark College, Waterfront, etc.
2	Local Infrastructure Financing Tool (LIFT) - Pilot Program	This one-time tool approved by the State Legislature Local Infrastructure Financing Tool (LIFT) program, provides a credit of up to \$500,000 per year for 25 years against state sales and use tax for purpose of constructing a public parking garage to support the library and a proposed mixed use development		X			X*		*Available for Library Square only
3	Use of CDBG Funds for Grants/Loans	The CDBG Program receives an annual entitlement from the Federal Government. This past year, the City received a \$1.2 million allocation. In the past, CDBG has applied the majority of funding to service programs serving homelessness, mental health, youth services, and removing barriers for the disabled. It is possible to use a portion of this allocation for economic development-related projects, including public infrastructure, job training, daycare, etc. provided certain strict criteria are met, such as number of low wage jobs created.	X		X				Was made available to Banfield HQ but not acted upon
4	City-owned Properties: Negotiated Sale Price	For properties that the City owns, it can set a lower price in exchange for increased density, uses that are desired, quality design, etc.	X						Vancouvercenter, Prestige Plaza
<b>Development Incentives (cont.)</b>				Vancouver/Local	State	Federal	City-Wide	Downtown	Fourth Plain
5	Financing/Construction of Public Facilities	A number of public parking garages have been built as part of private developments, using sales of tax-exempt G.O. Bonds	X						Vancouvercenter, Main Place, Riverview Tower, Library Square (proposed)

6	Destination Downtown Program	This partnership between the City, Vancouver's Downtown Association, and C-Tran provides incentives to employees for biking, walking, using transit, and carpooling which helps reduce congestion and frees up parking for downtown business patrons	X				X		
7	City Brownfield Assessment Program (Grant Funded through EPA)	City works with brownfield site property owners to encourage redevelopment by determining specific environmental constraints and facilitate clean up if needed. Includes Phase I and II Environmental Assessments and detailed remediation plans.	X		X	X			Projects currently pending
8	Workforce Training Grants (through SSWDC)	The Southwest Washington Workforce Development Council receives state funds and directs such funds to programs that train future employees for local companies. SSWDC works to understand the needs of local manufacturing and tech sectors	X	X					
9	Local Improvement Districts (LIDs)	State law allows cities to form local improvement districts which result in the construction of public infrastructure (roads, utilities, etc.) by the city, using publicly-financed dollars that are paid back by benefitting properties through multi-year assessments	X			X			City formed an LID along Evergreen Highway to reduce train horn noise at several crossings
<b>Development Incentives (cont.)</b>			<div> <div>Vancouver/Local</div> <div>State</div> <div>Federal</div> <div>City-Wide</div> <div>Downtown</div> <div>Fourth Plain</div> </div>						
	<b>Miscellaneous Incentives</b>	<b>Description</b>							<b>Examples Where Used</b>

1	Reduced Minimum Parking Requirement	Low parking requirement in VCCV (1 space/mf unit, 1 space 1,000 sf non-residential), no minimum parking requirement in Fourth Plain Subarea; can count adjacent on-street spaces toward minimum requirement for non-residential uses	X					X	X	All downtown projects have been built with minimum parking; no projects along Fourth Plain have taken advantage of the no minimum parking requirement
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iStudios North is a multi-unit apartment development being built near the Tacoma Mall by Steve Novotny (left) and Roy Kissler, October 3, 2016. **Peter Haley** - phaley@thenewtribune.com

POLITICS & GOVERNMENT

## Does Tacoma still need tax breaks to entice housing development?

BY CANDICE RUUD  
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When someone questions the need for tax breaks to lure new development to Tacoma, Ricardo Noguera points to the sky.

The city's economic development director says he won't be satisfied until there are 20 to 30 cranes piercing the skyline downtown.

"There's two cranes in Tacoma right now," Noguera said recently as he pointed a city-owned Prius up a hill past The Grand on Broadway, a 139-unit residential development set to be completed next year.

As Noguera points out, Tacoma isn't experiencing the building boom of its neighbor to the north. But there are a handful of high-density projects underway he's excited about: Stadium Apartments at North G Street, which will eventually have 172 units and two stories of parking, and The Napoleon downtown, which will boast 135 units.

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They have something in common: The owners of both apartment complexes will enjoy an eight-year tax break from the city of Tacoma.

Those tax breaks are available to developers of high-density housing in Tacoma's 17 "mixed-use centers," such as Proctor, downtown, the Lincoln District and Tacoma Mall, and are meant to keep density in those districts and out of more residential areas.

The program exempts property taxes for eight to 12 years on the improvements a developer makes to a piece of land, provided the project results in four or more additional housing units. The developer still has to pay property taxes on the value of the land, but not on the buildings they develop there.

“

**IF WE WERE TO DO AWAY WITH THE MULTIFAMILY TAX EXEMPTION, YOU WOULD MORE LIKELY THAN NOT SEE MANY PROJECTS IN THIS AREA GO AWAY, THEY WOULDN'T OCCUR.**

Ricardo Noguera, city of Tacoma economic development director

Noguera and developers say if these tax breaks weren't available, they wouldn't be building here. Tacoma is not Seattle, Noguera says, and it's harder to encourage development here because buildings can't be as tall, developers can't charge as much for rent, and yet construction costs are similarly high.

"The big challenge for Tacoma, Lakewood, Everett, all these cities — Renton, Kent — is we don't have the density, we don't have the height. We share in the same construction costs, but we don't have the job growth you see in Seattle and Bellevue," Noguera said. "If we were to do away with the multifamily tax exemption, you would more likely than not see many projects in this area go away, they wouldn't occur."

Whether pivotal or not, the tax breaks have helped add thousands of apartments and condos to Tacoma's housing stock. What they haven't done, at least not directly, is create a lot of affordable housing. Since 2007, when the city started offering longer tax breaks to developers who set aside a portion of their units for people below the median income, only one project that qualified has been built.

That could be changing.

### **LONG UNPOPULAR, AFFORDABLE OPTION SEES A BOON**

The Legislature approved the multifamily property tax exemption incentive program in 1995. It was designed to give developers and condo owners a 10-year break from property taxes on apartments, condos and other multifamily developments built in certain neighborhoods. The building or condo owners still pay taxes on the property on which the buildings were constructed, but get a tax break on the value of the structures themselves.

On its website, Tacoma bills itself as the first city to adopt the program. It got a slow start in the late 1990s and early 2000s, but ramped up in the mid-2000s, with dozens of new developments getting the exemption between 2004 and 2007.

In 2007, state lawmakers tweaked the program to create the two options that exist now: the 10-year break was reduced to an eight-year exemption for market-rate housing, and the 12-year option was created for developments with units that qualify as affordable housing.

Developers must keep at least 20 percent of rental units affordable to people earning no more than 80 percent of the area median income, which in Tacoma would equate to roughly \$40,000 for a one-person household. Condos must be affordable to buyers making no more than 115 percent of the area median income, or approximately \$58,000 for a one-person household.

Since the program began, 116 projects with 3,342 units have been built. Of those projects, only one qualified for the longer 12-year tax break: A development near the Tacoma Mall that is required to rent two of its six units to tenants who meet the income requirements.

● Completed ○ Active ● Approved but unbuilt

## Multifamily property tax breaks

Since the city of Tacoma began offering tax breaks to apartment and condo developers, it has extended them to 137 projects, 21 of which are not yet built. Thirty-one properties have joined the tax rolls after the expiration of their tax breaks, most of them in 2010 or later.

But in the past three years, there has been a shift. Of the 21 projects approved by the City Council but not yet built, 12 of them have agreed to meet the affordable housing requirements. They tend to be in lower-rent areas — near the Tacoma Mall, the McKinley mixed-use center, or the Lincoln District — and usually are smaller, with fewer than 20 units.

The 12-year tax break had been unpopular, some developers and city officials said, because of regulations that made it seem like heavy penalties — including retroactive tax payments — would be levied against those who didn't perfectly comply with the affordable requirements. Auditing required to make sure that building managers were renting to income-eligible tenants also were seen as a burden.

"I'd done some of these where I only did an eight-year program, and there's two reasons why we went with the eight-year — I was worried about all that auditing, and they had so many regulations that if I messed up one little thing, that all of the tax savings

would go retroactive and I would have to pay it all back,” said Steve Novotny, a developer who has several 12-year projects under construction, including in South Tacoma near the Tacoma Mall and on Pacific Avenue.

Hearing developers’ concerns, city officials changed the language in the regulations to give developers a year to get in compliance. Now, those penalties are more geared toward developers who abuse the program and try to get the 12-year tax break without maintaining affordable units, and not those with minor bookkeeping errors.

Novotny said he noticed when he started building projects in cheaper parts of town that the majority of his tenants had lower incomes anyway.

<b>85</b>	Developments currently receiving tax breaks under multifamily property tax exemption
<b>21</b>	Projects approved by City Council since 2013 but not yet built
<b>31</b>	Developments in the MFPT program that are back on the tax rolls

“This makes me decide, OK, I’ll take less of a location and improve the area,” Novotny said, “so I’m taking a little risk and the city is taking a risk with me, and it’s like the rising tide lifts all ships.”

Connie Brown, executive director of the Tacoma-Pierce County Affordable Housing Consortium, said she would like to see more developers take advantage of the 12-year break.

About half of the people making between 30 and 50 percent of area median income in Pierce County are spending more than 50 percent of their income on rent, she said. The rule of thumb is that households should have to spend no more than 30 percent of their income on housing.

Seattle, she pointed out, doesn’t offer the eight-year tax break. If developers want a tax break, they have to include affordable housing in their mix.

“They say if you want to get a property tax exemption, you can have it for 12 years and you include affordable housing in the development,” she said. “So our having the eight-year is probably working against our goals for affordable housing.”

#### **CITY SAYS TAX BREAKS STILL NEEDED**

But city officials say they still need both options to entice developers to locate their projects in Tacoma, where they fill not only a need for more housing, but help boost the city’s tax base.

Thirty-one properties have joined the tax rolls after the expiration of their tax breaks, most of them in 2010 or later. Since 2015, the tax breaks on 15 developments have expired, pushing the total assessed value of those properties from \$4.3 million for just the land to \$33.4 million for the land plus the new buildings.

Another 20 properties are on their last year of the tax holiday and will return to paying full taxes at the beginning of 2017. They are among the 85 Tacoma developments currently receiving tax

breaks. Twenty-one more have been approved by the City Council since 2013 but haven't been built yet, according to the city. They range from small projects — four or 10 units in south and east Tacoma — to nearly 200-unit upscale condos and apartment buildings on the waterfront downtown.

**116**

Total projects built since MFPTE program started

**3,342**

Units built as part of MFPTE program

Most City Council members applaud the tax breaks as a way to eventually reap big tax revenues from properties that once sat lifeless. But Councilman Joe Loneragan has pressed city staff at recent council meetings about whether developers considering projects in popular, up-and-coming areas such as Proctor and Point Ruston need tax breaks.

In August, the City Council approved an eight-year tax break for 178 units at Point Ruston, the first multifamily property tax exemption granted for any development at the urban village near Point Defiance Park. Loneragan pointed out that the lack of tax breaks in the past have not stopped developers from building residential properties there: Upscale apartment buildings and a condominium development are already in place.

"That perhaps answers to some extent the question of whether this would have been built otherwise," he said.

But economic development officials say they only know what they hear as they try to lure new development to Tacoma.

"Every developer will tell you 'without this exemption, I can't do my project,' and we can't really assess whether that's true or not," said Debbie Bingham, an economic development specialist for the city, in an interview. "I think Tacoma is still in a place where we have such low vacancy rates ... we feel like we need more development in housing."

*Candice Ruud: 253-597-8441, @candiceruud*





iStudios North is a multi-unit apartment development being built near the Tacoma Mall by Steve Novotny (left) and Roy Kissler, October 3, 2016. **Peter Haley** - phaley@thenewstribune.com

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## Incentive programs

Many businesses may qualify for several tax incentives offered by Washington state. These incentives include deferrals, reduced B&O rates, exemptions and credits.

### Your annual filing requirement

If your business claimed a tax incentive, you are required to file your annual survey and/or the annual report by May 31 of each year. If May 31 falls on a weekend or state holiday, the due date is the next business day. *Some incentives require you to file both a survey and a report.* Check each tax incentive below for information on your reporting requirements. You can also review the survey and report to see if the incentive you claim is listed.

If you do not file your information by the deadline as required, the amount of incentive that you claimed during the incentive year may be billed back to you. Starting with annual surveys and annual reports due after July 1, 2017, if they are not filed timely, you will be billed 35 or 50 percent of the incentive claimed. For more information, see our Special Notice, Changes to Annual Tax Incentive Reports and Surveys

([http://dor.wa.gov/Docs/Pubs/SpecialNotices/2016/sn\\_August\\_16\\_tax\\_incentives.pdf](http://dor.wa.gov/Docs/Pubs/SpecialNotices/2016/sn_August_16_tax_incentives.pdf)).

- Annual Survey ([/get-form-or-publication/forms-name](#)) (*See page 1*)
- Annual Report ([/get-form-or-publication/forms-name](#)) (*See page 8*)

Aerospace Industry

Aluminum Smelting Industry

Biofuel Industry

Employer

Extracting & Timber Manufacturing

Farming & Agriculture

Food Manufacturing Industry

General Manufacturing

High Technology Industry

High Unemployment County / CEZ

Miscellaneous Incentive Programs

Renewable Energy / Green Incentives

Rural County / Community Empowerment Zone (CEZ) Incentives

Semiconductor Industry

Warehouse Incentive Programs

## **Aerospace Industry**

B&O credit for preproduction development expenditures

B&O credit for property/leasehold taxes paid on aerospace business facilities

Construction of new facilities used for airplane repair and maintenance - retail sales and use tax exemption

Reduced B&O tax rate for aerospace businesses

Retail sales and use tax exemption for the construction of new facilities used to manufacture commercial airplanes, fuselages or wings of commercial airplanes

Sales & use tax exemption for aerospace businesses for computer hardware/software/peripherals

## **Aluminum Smelting Industry**

B&O tax credit for property tax on aluminum smelter

B&O tax credit for state portion of sales tax on materials used in aluminum smelter

B&O Tax/Public utility tax credit for electricity, natural gas, or manufactured gas sold to aluminum smelters

Brokered natural gas use tax exemption

Reduced B&O tax rate for aluminum smelting

## **Biofuel Industry**

B&O tax deduction for sales of biofuels (expired July 1, 2015)

Property/Leasehold tax exemption for manufacturers of biodiesel/alcohol fuel, etc.

Reduced B&O tax rate for manufacturing wood biomass fuel

Sales/Use tax exemption for machinery/equipment, delivery vehicles & construction of facilities for retail sales of biofuels (expired July 1, 2015)

Waste vegetable oil - Sales/use tax exemption and special fuel tax exemption on purchases for personal use

## **Employer**

B&O credit for new employees in manufacturing and research & development in rural counties

Commute trip reduction program - B&O tax/public utility tax credit

Hiring unemployed veterans - B&O tax and PUT credit

Internationals Services - B&O tax credit for new employment

Washington customized employment training program - B&O tax credit

## **Extracting & Timber Manufacturing**

Reduced B&O tax rate for timber extracting and manufacturing

## **Farming & Agriculture**

Sales/Use tax exemption for anaerobic digesters

Sales/Use tax exemption for equipment to reduce field burning & construction of hay sheds expired January 1, 2011

Sales/Use tax exemption for farm fuel users

Sales/Use tax exemption for livestock nutrient management equipment & facilities

Sales/Use tax exemption for replacement parts for farm machinery & equipment

## **Food Manufacturing Industry**

B&O tax deduction for manufacturers of dairy products

B&O tax exemption for manufacturers of fresh fruit & vegetables

B&O tax exemption for manufacturers of seafood products

## **General Manufacturing**

Sales and Use Tax Deferral Certificate for Manufacturers - Eligible Investment Projects

Sales and Use Tax Exemption for Manufacturing Machinery & Equipment

## **High Technology Industry**

Biotechnology & medical device manufacturing sales & use tax deferral/waiver (expired January 1, 2017)

High technology B&O credit for R&D spending (expired January 1, 2015)

High technology sales & use tax deferral/waiver (expired January 1, 2015)

## **High Unemployment County/CEZ**

High unemployment county sales & use tax deferral/waiver for manufacturing facilities (effective July 1, 2010)

## **Miscellaneous Incentive Programs**

Commute trip reduction program - B&O tax/public utility tax credit

International services - B&O tax credit for new employment

Main street tax credit - B&O tax/public utility tax credit

Newspapers - reduced B&O tax rate for publishers

Power for electrolyte processing - public utility tax exemption

Sales/Use tax exemption for motion picture and video production companies on rental of production equipment and purchase of production services

Washington filmworks contributors B&O tax credit (formerly motion picture competitiveness program)

Weatherization assistance program - sales & use tax exemption

## **Renewable Energy/Green Incentives**

Clean alternative fuel and plug-in hybrid vehicles - sales/use tax exemptions

Clean alternative fuel commercial vehicles - B&O and PUT credit

Electric vehicle batteries and electric vehicle infrastructure (charging stations) - sales/use tax exemption, leasehold tax exemption

Hog fuel and forest-derived biomass - B&O tax credit and sales & use tax exemption

Machinery & equipment used to generate electricity using renewable energy & solar thermal heat systems - sales/use tax exemption

Renewable energy cost recovery incentive payment program - electrical energy production using power from solar, wind & anaerobic digester

Solar energy system and components of solar energy systems  
manufacturers - reduced B&O tax rate

## **Rural County/Community Empowerment Zone (CEZ) Incentives**

B&O credit for new employees in manufacturing and research &  
development in rural counties

Purchases of server equipment and power infrastructure for use in  
eligible data centers - sales/use tax exemption

Sales & use tax deferral/waiver for corporate headquarters locating in  
community empowerment zone

## **Semiconductor Industry**

Reduced B&O tax rate for manufacturers of semiconductor materials

Sales/Use tax exemption for purchases of semiconductor gases &  
chemicals

## **Warehouse Incentive Programs**

Remittance of state sales tax for warehouses, distribution centers, &  
grain elevators

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**TAB - G**

**STAFF REPORT**

To: Mayor Schiller  
From: Todd Baun, Director of Public Works  
Date: September 8, 2017  
Re: Grays Harbor PW Mutual Aid Agreement

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Our jurisdiction was not part of the Public Works Emergency Response Mutual Aid Agreement from 2010. The purpose of the Public Works Emergency Response Mutual Aid Agreement is to permit signatory agencies to make the most efficient use of their assets by enabling them to coordinate resources and to maximize funding reimbursement during disasters/emergencies.

The agreement allows signatory agencies to support each other during disasters/emergencies to protect life and property, when the event is beyond the capabilities of the affected entity. The agreement provides the mechanism for an immediate response to the Requesting Agency provided the Responding Agency has the necessary resources and expertise available.

**Action Requested:**

Please allow the Mayor to sign the Mutual Aid Agreement.

March/14/2010

Public Works Directors/Engineers  
of All Cities and Counties

Public Works Emergency Response  
Mutual Aid Agreement

Enclosed for your agency's consideration and adoption is a copy of the Public Works Emergency Response Mutual Aid Agreement. The purpose of the Agreement is to permit signatory agencies to make the most efficient use of their assets by enabling them to coordinate resources and to maximize funding reimbursement during disasters/emergencies. This document is in two parts: (1) the Agreement (to be officially adopted by your agency) and (2) the Reference Guide (not to be adopted but has suggested procedures for implementing the Agreement).

This agreement was created to enable agencies to assist other agencies on an as needed basis when they are faced with a disaster/emergency. When a disaster/emergency occurs public works agencies have the responsibility to maintain service and recover in the most expedient way. This can best be accomplished by preparation, coordination and cooperation with other public works agencies. Agencies are charged with coordinating their efforts, compiling damage and recovery information and reporting to the appropriate authority. This Agreement provides a mechanism for immediate response provided the responding agency has the resources and expertise necessary.

This Agreement provides for the development of the documentation necessary to seek the maximum reimbursement possible from the appropriate federal agencies. For instance, during the Mt. St. Helen's eruption, the City of Yakima requested resource assistance from King County. Because there was not an agreement in place prior to the disaster, the Federal Emergency Management Agency (FEMA) could only reimburse the City of Yakima for King County resources at the city's rates. The City of Yakima's rates were approximately 42 percent lower than King County's. This resulted in the City of Yakima paying the difference. However, if both agencies had been signatory to this agreement, then FEMA would have reimbursed the City of Yakima for King County resources at King County's rates.

The listing of agencies' signatory to this mutual aid agreement will be maintained by WSDOT, Highways & Local Programs. Additions and deletions will be provided via email to signatory members. H&LP will also provide access to the list of signatory agencies, the Agreement and the supporting Reference Guide on the Internet.

Please forward an original or certified copy of the agreement to Dave Mounts, Highways & Local Programs, PO Box 47390, Olympia, WA 98504-7390, so your agency can be added to the list. If you have any questions, contact Dave at (360) 705-7379.

Sincerely,



Kathleen B. Davis

Director

Highways & Local Programs Service Center

## INTRODUCTION

The purpose of the Public Works Emergency Response Mutual Aid Agreement is to permit signatory agencies to make the most efficient use of their assets by enabling them to coordinate resources and to maximize funding reimbursement during disasters/emergencies.

This Agreement will allow signatory agencies to support each other during disasters/emergencies to protect life and property, when the event is beyond the capabilities of the affected entity. This Agreement provides the mechanism for an immediate response to the Requesting Agency provided the Responding Agency has the necessary resources and expertise available.

When faced with a disaster or emergency, public works agencies have a responsibility to maintain service and recover in the most expedient way. This can best be accomplished by preparation, coordination and cooperation with other public works agencies. Agencies are charged with the responsibility of coordinating efforts and compiling damage and recovery information on disasters and then reporting to the appropriate authority. Then the State requests aid and assistance from the federal government.

The following definitions for disaster and emergency are from the State Comprehensive Disaster Plan and were used in this Public Works Emergency Response Mutual Aid Agreement:

Disaster - An event expected or unexpected, in which a community's available, pertinent resources are expended; or the need for resources exceeds availability; and in which a community undergoes severe danger; incurring losses so that the social or economic structure of the community is disrupted; and the fulfillment of some or all of the community's essential functions are prevented.

Emergency - An event, expected or unexpected, involving shortages of time and resources; that places life, property or the environment, in danger; and requires response beyond routine incidents.

The reference guide is designed to be useful to individual agencies during a proclaimed emergency -- whether it be to borrow a piece of equipment for a specific job or request crews to assist in repair of a major failure. The reference guide will be updated and revised periodically, please insert the revisions immediately.

# REFERENCE GUIDE

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## PROCEDURES TO CONSIDER in using the Public Works Emergency Mutual Aid Agreement

Below are **SUGGESTED** steps for your agency to follow when using the Public Works Emergency Response Mutual Aid Agreement. The participants to the agreement are listed by agency, with a contact person, their phone number and an emergency 24-hour phone number. Simply make the contact and obtain the assistance. (TransAid will keep and updated list of signatory agencies on the Internet and provide a copy to the signatory agencies.)

### Requesting Agency Steps to Follow

When your agency is requesting assistance:

1. Assess the situation and determine the resources needed.
2. Fill out the REQUESTING AGENCY'S CHECKLIST (see page 2).
3. Locate agencies included in the agreement.
4. Call the agency(s) listed that may have the resources you need.
5. Fill out a Requesting Agency's MUTUAL AID INFORMATION form (see page 3).
6. Send copy of form to the Responding Agency as soon as possible.

### Responding Agency Steps to Follow

When your agency is responding to a request for assistance:

1. Make sure you can fulfill the request before giving an answer. Remember, *you are not required* to supply aid if you determine you can not spare resources or if you do not have qualified personnel, appropriate equipment and necessary materials for what is requested.
2. Analyze the level of risk of the request.
3. Complete the RESPONDING AGENCY CHECKLIST (see page 4) with the information given by the Requesting Agency.
4. Brief your employees and prepare the equipment.
5. Complete the EMPLOYEE & EQUIPMENT INFORMATION (see page 5) form -- provide copies to your responding staff and to the Requesting Agency.
6. Dispatch staff to the Requesting Agency for assistance.

### Supervisor of Responding Agency Steps to Follow

1. Complete the INCIDENT COMMANDER CHECKLIST (see page 7).
2. Carry a copy of the Requesting Agency's MUTUAL AID INFORMATION (see page 3) form and your EMPLOYEE & EQUIPMENT INFORMATION (see page 5) form and provide a copy of each to the Requesting Agency.
3. Remember, you are responsible for your crew working in a safe and professional manner.
4. Track your equipment and materials inventory.

## REQUESTING AGENCY CHECKLIST

- Ensure that a real need exists. The Public Works Emergency Response Mutual Aid Agreement is only to be used to support resources already reasonably committed.
- What can the Responding Agency help you repair or service? What is the nature of the emergency?
- Identify what type of equipment, material and skilled employees are needed.
- How long may they be needed? Will Responding Agency employees work independently or with one of your supervisors?
- Where will Responding Agency employees eat, sleep and shower? Do you need to make contact with the Red Cross for meals? What facilities/hotels are available for Responding Agency employees?
- Has an arrangement for refueling and repair of equipment been made?
- Identify a staging area. Where will Responding Agency employees meet your Agency supervisor(s) to be briefed and assigned work? Responding Agency employees will need names of your supervisor(s), phone numbers and locations and times to meet and report.

### Who Can Help?

- Review list of Public Works Emergency Response Mutual Aid agencies and locate an agency not affected by the emergency.
- Contact your local Office of Emergency Management, if necessary.
- Call the agency directly. Send written request as soon as possible.
  - Identify yourself and your agency.
  - Fill out a MUTUAL AID INFORMATION (see page 3) form.
  - State the nature of the problem.
  - State your needs - personnel, equipment, resources, etc. Length of time they will be needed?
  - Advise the Responding Agency on weather and road conditions.
  - How soon is aid needed? Is the work time sensitive?
  - Advise the Responding Agency where, when and to whom they are to report?
  - Identify facilities that are available to Responding Agency (shelter, food, etc.)
  - **Briefing**
- Meet with your agency's union reps or supervisors to discuss how staff will be used.
- Identify a staff person to work directly with your employees to handle and address questions. Provide local maps of the area with information such as eating and sleeping sites.
- Provide system maps and discuss how to use them.
- Review standards for the type of work being requested.
- Establish a communications plan.

**MUTUAL AID INFORMATION FORM**  
**Requesting Agency**

DATE: TIME:

REQUESTING AGENCY:

NAME/TITLE CONTACT:

PHONE NUMBER: FAX NUMBER:

EMERGENCY PHONE NUMBER:

TYPE OF EMERGENCY:

ESTIMATED DURATION ASSISTANCE WILL BE REQUIRED:

ASSISTANCE BEING REQUESTED (be as specific as possible.)

*Technical Assistance \**

Personnel Area of Expertise

*Equipment \**

Communication Equipment:

*Materials \**

\* Items to consider in your request:

Inspectors Engineers Surveyors

Technicians Truck Drivers Utility person

Operators Flaggers Welders

Mechanics Bridge Repair Carpenters

Electricians Dump Trucks Back Hoe

Gravel Pipe Paving Equipment

Oiler Grader Compactor

Traffic Control Equip. Power Supply Communication Equip.



## RESPONDING AGENCY CHECKLIST

DATE: TIME:

REQUESTING AGENCY:

NAME/TITLE CONTACT:

PHONE NUMBER: FAX NUMBER:

EMERGENCY PHONE NUMBER:

TYPE OF EMERGENCY:

ESTIMATED DURATION ASSISTANCE WILL BE REQUIRED:

*Fill out Mutual Aid Information form.*

### Clarify Need

- Review types of damage and what Responding Agency employees may be expected to deal with (volcanic ash, earthquake, flooding, etc.)
- Review types of equipment, materials and number of employees needed and skills required.
- How long will your employees be needed? Should a relief crew be prepared? Where will your employees stay and eat?
- Identify a communications plan for crews.
- How will responding affect your agency's current operations?
- Immediately notify Supervisor, elected officials and Highways & Local Programs of request for Emergency Response Mutual Aid.

### Preparations

- Identify your responding employees. Review employee selection with union reps or supervisors. Ask employees to bring necessary personal items.
- Identify Incident Commander for your employees and appoint staff for operations, planning, logistics and finance.
- Review ER/FEMA documentation procedures with supervisors and initiate record-keeping requirements.
- Inventory and standardize tools and materials on vehicles. Inspect vehicles for travel.
- Set up daily check in time between Responding and Requesting agency. Review progress, identify hours worked, working conditions and status of crew.
- Send cash (not check) or credit cards with Supervisor for emergency expenses.
- Send mobile phone or ham radio equipment for back up communications.
- Be sure emergency food and water are on each vehicle.

## EMPLOYEE & EQUIPMENT INFORMATION

### Responding Agency

Agency: Date:

Supervisor of Crew:

Communication Equipment/Phone Numbers:

Report Time: Report Date:

Report To: Area Assigned:

ASSISTANCE BEING PROVIDED (be as specific as possible)

*Supervisor & Crew Employees*

Name Emergency Contact Qualifications

& Phone Numbers Flagger CPR CDL Operator First Aid

*Technical Assistance \**

Personnel Area of Expertise

Confined Space:

*Equipment \**

Truck Type & Size:

Truck Materials Inventory:

Truck Tools & Equipment Inventory:

Communication Equipment:

*Materials \**

Shoring Needed:

\* Items to consider in your request:

Inspectors Engineers Surveyors

Technicians Truck Drivers Utility person

Operators Flaggers Welders

Mechanics Bridge Repair Carpenters

Electricians Dump Trucks Back Hoe

Gravel Pipe Paving Equipment

Oiler Grader Compactor

Traffic Control Equip. Power Supply Communication Equip.

1 copy to Requesting Agency

1 copy to Responding Agency

1 copy to Crew Supervisor

## **INCIDENT COMMANDER CHECKLIST**

### **Responding Agency**

#### **Upon Arrival**

- Check-in with supervisor on site.
- Review maps, damage information, repair needs and potential crew assignments. Request information on repair standards.
- Ensure that lodgings, meals and refueling capabilities exist. If not, identify crew member to work on problem and ask Requesting Agency for assistance.
- Review documentation procedures with Requesting Agency's supervisor and obtain supplies to track repairs and costs associated with job.
- Establish daily briefing time with Requesting Agency's supervisor.
- Establish daily documentation briefing with Requesting Agency's supervisor to ensure that tasks are completed.
- Establish working shifts.
- Review Communication Plan.

#### **Daily Process**

- Briefing with supervisors and crew on work assignments and progress.
- Review safety procedures with crew.
- Review events and any problems or positive interaction with Requesting Agency's employees or customers.
- Ensure lunch and evening food breaks are provided and that a system for meals, refueling and restocking is maintained.
- Contact Responding Agency for briefing.
- Review documentation at end of each day for accuracy and completion.

#### **Work Termination**

- Meet with crews to review successes and problems.
- Identify total hours worked and number of repairs.
- Total up costs associated with work.
- Allow rest and recovery time before leaving for home.

**Public Works Emergency Response Mutual Aid Agreement Signatory Agencies**

Signatory Agency	Primary Contact	Phone No.	Emergency 24 Hour Phone No.	E-Mail Address
<b>COUNTIES</b>				
Adams	Gale Kulm	(503)659-3276	(509)659-1122	
Benton	Ross Dunfee	(509)786-5611	(509)588-4360 or (509)539-3501	ross.dunfee@co.benton.wa.us
Chelan	Dispatch/Sheriff	(509)667-6415	(509)667-6243	donna.holmes@co.benton.wa.us
Challan	Joe Chiarlo	3604172305	(360)417-2459	
Clark	Peter Capell	(360)397-2446, (360)397-6118 x4071	(360)901-7469	peter.capell@clark.wa.gov
Columbia	Scott Smith	(509)382-2534	(509)382-2518	
Franklin	Tim Fife	5095453514	(509)545-3510	
Garfield	Clay Barr	(509) 843-3369	(509) 843-3493	
Grant	Derek Phole	(509)754-6082	(509)754-6332	dphole@co.grant.wa.us
Grays Harbor	F. Paul Easter	(360)249-4222	(360)580-2281	
Island	William Oakes (PWD)	(360)679-7331 ex7346	(360)914-0405	
Jefferson	Gary Rowe	(360)385-9160	(360)385-7693 or (360)385-3831	
King	Linda Dougherty	(206)296-6590	(206)296-8100	linda.dougherty@kingcounty.gov
Kitsap	Randy Casteel	(360)337-5777	(360)710-5236	rcasteel@co.kitsap.wa.us
Kittitas	Director	(509)962-7523	(509)962-7523	
Lewis	John Huestis	(360)740-2697	(360)269-5909	john.huestis@lewiscountywa.gov
Lincoln	Rick Becker	(509)725-7041	(509)725-3501	rbecker@co.lincoln.wa.us
Mason	Sandra Loertscher	(360)427-7535	(360)427-7761 or (360)455-5625 Pager	sloertscher@so.co.mason.wa.us
Okanogan	Frank Sautell	(509)422-7300 (509)322-6360	(509)826-6997	fsautell@co.okanogan.wa.us
Pacific	Don Larson	(360)875-9368	(360) 875-9395	pw@co.pacific.wa.us
Pend Oreille County	Don Ramsey	(509)447-4513	(509)447-4513	
Pierce	Bruce Wagner	(253)798-7364	(253)798-3842	
San Juan	Jon Shannon-PWD	(360)370-0516	911 or (360)378-7643	ions@rockisland.com
Skagit	Chal Martin	(360)336-9400	(360)424-0414 or 708-0432 cell #	
Skamania	David Brown	(509) 427-9490	(509) 427-9490	
Snohomish	Owen Carter	(425)388-6652	(425) 754-1998 or 359-2104 cell #	
Spokane	Bob Bruggeman	(509)477-3600	(509)710-5040	bbruggeman@spokanecounty.org
Thurston	Lester Olson	(360)754-4580	(360)704-2740	olsonl@co.thurston.wa.us
Wahkiakum	Pete Ringen (PWD)	(360) 795-3301	S.O. Dispatch (360)795-3242	ringenp@co.wahkiakum.wa.us
Walla Walla	Randy Glaeser	(509)524-2711	(509) 527-3765	rglaeser@co.walla-walla.wa.us
Whatcom	Frank Abart	(360)676-6692	(360)676-6681 Emer. Op. (360)676-6910 911 Ctr	
Whitman	Mark Storey	(509)397-6206	Whatcom local 911	
Yakima	Vern Redifer	(509)574-2300	(509)574-2500 Sheriff	

**Public Works Emergency Response Mutual Aid Agreement Signatory Agencies**

<b>Signatory Agency</b>	<b>Primary Contact</b>	<b>Phone No.</b>	<b>Emergency 24 Hour Phone No.</b>	<b>E-Mail Address</b>
<b>CITIES</b>				
Aberdeen	Larry Bledsoe	(360)533-4100	(360)533-5817	
Alnitra	Darrell Francis	(509)639-2221	(509)639-2580 Mayor	
Anacortes	Bob Hyde	(360)293-1919	(360)661-3471 (cell)	bobhyde@cityofanacortes.org
Arlington	Paul Richart	(360)403-3500	(360)403-3500	
Auburn	Duty Officer	(253)931-3060	(253)852-2121	
Bainbridge Island	Lance Newkirk	(206)842-1212	(360)308-5400	
Bellingham	Dick McKinley	(360)676-6961	(360)676-6896	
Bellevue	Dennis Vidmar	(425)452-7840	(206)996-0186(pager)	
Bothell	Clark Meek	cell (425)471-4696	(425)486-1254	clark.meek@ci.bothell.wa.gov
Bremerton	Robert Tulp	(360)478-7253	(360)337-3437	
Brewster	JD Smith PWD	(509)689-3464	(509)689-2331	jdsmithpwd@verizon.net
Bridgeport	Jean Hardie	(509)686-4041	911	bportcity@nwi.net
Buckley	Arthur McGehee	(360)829-3157	(360)829-3157	
Bucoda	Mayor	(360)278-3525	(360)704-2740	
Burien	Stephen Clark, PWD	(206)248-5514	(206)391-1648	
Camas	Monte Brachmann	(360)834-2457	(360)737-0592	
Cathlamet	David Vik	(360)795-8032 or 3203	(360)795-3242	cpw@scattercreek.com
Centralia	Tom Reber	(360)330-7674	(360)330-7681	
Clyde Hill	Mich Wasserman	(425)545-7187	(206)454-7187 or (425)510-0663 cellular	mitch@clydehill.org
Colfax	Emily Adams	(509)397-3861	(509)397-3416 Fire Dept	
College Place	Paul Hartwig	(509)525-0510	(509)527-1960	
Colton	Bill Frye	(509)229-3712	(509)229-3717	
Coulee City	Lorna Pearce	(509)632-5331	1-888-431-9911	tcoulee@odessaoffice.com
Coupeville	Malcom Bishop	(360)678-4461	(360)240-4543	
Covington	Glenn Akramoff	(253)638-1110 ex 2553	206)423-0200	gakramoff@ci.covington.wa.us
Creston	Larry Haydon	(509)636 3145	(509)636-3636	townofcreston@hotmail.com
Deer Park	Roger Krieger(cell 509 220-0285) or Brian Ramsden(cell 509 220-0286)	(509)276-8802	(509)276-8230	rkrieger@ci.deerpark.wa.us
Des Moines	Timothy Heydon	(206)870-6522	(206)870-6530	
Eatonville	Russell Blount	(360)832-3361	(360)893-6198	
Edmonds	Noel Miller	(425)771-0235	(425)775-4545	
Ellensburg	John Akers	(509)962-7230	(509)925-8535	akersj@ci.ellensburg.wa.us
Elma	Police Chief	(360)482-3131	Grays Harbor 911	
Everett	Dave Davis	(425)257-8913	(425)257-8821	ddavis@ci.everett.wa.us
Everson	Rick Holt	(360)966-3411	(360)354-6210	

**Public Works Emergency Response Mutual Aid Agreement Signatory Agencies**

<b>Signatory Agency</b>	<b>Primary Contact</b>	<b>Phone No.</b>	<b>Emergency 24 Hour Phone No.</b>	<b>E-Mail Address</b>
Fairfield	Sue Adams	(509)283-2414	(509)283-2181 Mayor	
Farmington	Laura Hokenson	(509)287-2500 or (509)287-2840	Whitman Co. 911	
Fife	Russ Blount	(253)896-8677 or (253)255-5350 Cell	(253)922-6633 Fife PD Dispatch	rblount@cityoffife.org
George	Cherie Escure	(509)785-5081	(509)750-7408	geoclerk@smwireless.net
Gig Harbor	Dave Breton	(253)851-8145	(253)530-6888	
Goldendale	Keith Grundei	(509)773-3771 509- 261-9426	(509)773-3780	kgrundei@ci.goldendale.wa.us
Harrah	Garry Decker	(509)848-2432	(509)848-3702	
Houquiam	Rick Thomas	(360)532-0892	(360)532-0892	
Issaquah	Bret Heath	(425)837-3470	(425)837-3200	Breth@ci.issaquah.wa.us
Kelso	Sam Adams	(360)423-6590	(360)695-3218	
Kenmore	Stephen Anderson	(425)398-8900	(206)296-8100	Sanderson@ci.kenmore.wa.us
Kennewick	Pete Beaudry	(509)585-4292	(509)585-4419	
Kent	Larry Blanchard	(253)856-5600	(206)841-1468	lblanchard@ci.kent.wa.us
Kettle Falls	Joel Cassaway	(509)738-6821	(509)684-5296 Sheriff	joelc@pdxnet.com
Kirkland	John Hoplauf	(425)828-1156	(425)828-1183	
Lacey	Jared Burbridge	(360)456-7786	(360)412-3186	JBURBRIDGE@ci.lacey.wa.us
Lake Forest Park	Frank Zerk	(206)368-5440; (206)255-4643	(206)364-8216 Police Dept.	
Lakewood	William Larkin	(253)-512-2261	(253)798-3842 or (253)404-2817 (pager)	
Langley	Challis Stringer	(253)988-3507	(360)221-4433	
Latah	Heidi Turnbough	(509)286-3471	509)286-3340	latahtown@palousenet.com
Leavenworth	Mike Deason	(509)548-5275	Chelan Co Sheriff (509)667-6851	pwdirector@cityofleavenworth.com
Liberty Lake	Chief Brian Asmus	(509)755-1141 / (509)755-6700 Cell	On duty police (509)218-4899	basmus@libertylakewa.gov
Longview	Bob Gregory	(360)577-3375	(360)577-2686	
Lynden	Terry Klimpel	(360)354-3446	(360)738-8683	
Lynnwood	William Franz	(425)670-6657	(425)754-5951	
Mansfield	Tricia Sima	(509)683-1112	(509)683-1975	mansfield@nwi.net
Maple Valley	Patricia Gerdes	(509)932-4037	(509)932-4112	townhall@gemsi.com
Maple Valley	Stephen R. Clark	(425)413-8800	(206)853-7061	steve.clark@maplevalleywa.gov
Medina	Carl Burris	(425)788-2777	(425)-76-604560	
Mesa	Teresa Standridge	(509)265-4253	(509)265-4280	
Mill Creek	Tom Gathmann	(425)921-5772	911 or (206)778-2121	tomg@cityofmillcreek.com
Milton	Leticia Neal - PWD	(253)922-8738, (253)255-4331 cell	Dispatch (253)922-6633, Glen Baker (253)370-9851, PWD cell	

# Public Works Emergency Response Mutual Aid Agreement Signatory Agencies

Signatory Agency	Primary Contact	Phone No.	Emergency 24 Hour Phone No.	E-Mail Address
Monroe	Gene Brazel	(360) 794-7400	(360) 805-1716 home or (425) 754-3750 cell	gbrazel@ci.monroe.wa.us
Moses Lake	PW Supt	(509) 766-9224	(509) 766-9230	
Mossyrock	Nanette Crocker	(360) 983-3300	(360) 983-3392	
Mountlake Terrace	Curt Brees	(425) 670-8264	(425) 754-1987	cbrees@mt.ci.wa.us
Naches	Eric Wolfe	(509) 653-2647	(509) 480-6316 Cell	Eric.wolfe@co.yakima.wa.us
Newcastle	Jim Walker	(425) 649-4444		
Oak Harbor	Mark Sopotich	(360) 240-1608	(360) 679-9567	
Oakesdale	Thomas Zornes	(509) 285-4020	(509) 285-5210	
Olympia	John Cunningham	(360) 753-8470	(360) 753-8333	
Ormak	Fred Sheldon or Chad Short	(509) 826-1170 (509) 826-1390	(509) 322-4047 (cell) (509) 322-4045 (cell)	isheldon@ormakcity.com
Oroville	Rod Noel	(509) 476-2106	(509) 476-2300	
Orting	Jim Mercer	(360) 893-2219	(360) 829-3157	
Pacific	Bob Boyd	(253) 929-1190	(253) 929-1190 ex1510	
Pasco	Robert J. Alberts	(509) 545-3446	(509) 539-6340	albertsb@ci.pasco.wa.us
Port Angeles	Glenn Cutler	(360) 417-4801	(360) 417-4970	
Port Orchard	Jay Cookson	(360) 876-2722	Kitsap Co. 911	
Port Townsend	Kenneth Clow	(360) 385-7212	Jefferson Co. 911	kclow@ci.port-townsend.wa.us
Prosser	L.J. DaCorisi	(509) 786-7300	(509) 786-7094	
Pullman	Mark Workman	(509) 338-3222	(509) 332-2521	mark.workman@Pullman-Wa.gov
Quincy	Dan Frazier-PWD David Reynolds-PW	(509) 787-3523 (509) 787-4131	(509) 398-0817	
Renton	Greg Zimmerman	(425) 430-7311	911	
Richland	Stanley Arlt	(509) 943-7460	(509) 545-2763	
Ritzville	Larry Swift	(509) 659-1930	(509) 659-1122	
Rockford	Carrie Roecks	(509) 291-4716	(509) 291-4261 or (509) 291-3300	
Rock Island	Jeff Spencer	(509) 884-1261	(509) 421-6954	
Roy	Thomas Jacobs	(253) 843-1113	(253) 843-1536	
Ruston	Kim Wheeler	(253) 761-0272	(253) 594-3228	
Saunamanish	John Cunningham	(253) 759-3544		
Sealtac	Donald Monaghan	(425) 836-7913 (206) 973-4800 or (206) 973-4721	(1) 800) 527-6237 (425) 228-0436 or (206) 786-4791	dmonaghan@ci.sealtac.wa.us
Sedro Woolley	Dean Klinger	(360) 855-0111	(360) 855-2252	
Selah	Joseph Henne	(509) 698-7365	(509) 698-7365 or (509) 698-5081	jHenne@elltel.net
Shelton	Jim Ghiglione	(360) 426-3348	(360) 426-3348	
Skykomish	Ted Cleveland	(360) 677-2388	(360) 677-2591	
Snoqualmie	Kirk Holmes	(425) 766-2231	(425) 766-2231	

Public Works Emergency Response Mutual Aid Agreement Signatory Agencies					
Signatory Agency	Primary Contact	Phone No.	Emergency 24 Hour Phone No.	E-Mail Address	
St. John	Larry Dickenson or Wayne Bly	(509)648-3322 (509)648-3977	(509)648-3311		
Stanwood	Bill Beckman	(360)629-4577	fax # (360)629-6294	bill@ci.stanwood.wa.us	
Steilacoom	Mark Burlingame	(253)581-1912	(253)380-1134	mark.burlingame@ci.stilacom.wa.us	
Sultan	Connie Dunn	(360)793-1262	(425)267-1246	s	
Tacoma	Beth Brooks	(253)591-5576	(253)591-5480	beth.brooks@ci.votacoma.org	
Toledo	Robert Lockard	(360)864-4565 (360)864-4564	(360)785-4849		
Toppenish	Ed Martindale	(509)865-4500	(509)837-3328		
Turnwater	Jay Eaton	(360)754-4150	(360)754-4150		
Twisp	Gary McConnell	(509)997-4081	(509)997-0440 Home (509)429-2781 Cellular		
Uniontown	Angie Meyer	(509)229-3805	(509)335-4555 Police		
Vancouver	Brian Carlson	(360)696-8008x18334	(360)693-9302		
Waitsburg	Trina Cole	(509)337-6702	(509)337-6371		
Walla Walla	Hal Thomas	(509)527-4463	(509)527-1960		
Waverly	Kyrda Browning	(509)283-4122	(509)283-4162		
Westport	Randy Lewis	(360)268-0131	(360)581-2112		
Woodway	Randal Burns	(206)542-4443	(425)339-9295		
Yakima	Dick Zais	(509)575-6040	(509)575-6200		
OTHER					
Olympic View Water & Sewer District	Roger Eberhart	(425)774-7769	(425)774-7769		
WSDOT	John Himmel	(360)705-7973	(360) 239-6759	himmel@wsdot.wa.gov	



# **PUBLIC WORKS EMERGENCY RESPONSE MUTUAL AID AGREEMENT**

**WHEREAS**, the purpose of this pre-disaster agreement between the agencies is to provide for immediate assistance to protect life and property;

**WHEREAS**, this Agreement is authorized under the provisions of Titles 35 (City), 36 (County), Chapter 38.52 (Emergency Management), Chapter 39.34 (Interlocal Agreements) and Title 47 (Public Highway Transportation (DOT) of the Revised Code of Washington, which is activated only in the event of an emergency proclamation issued by the local and/or state government approving authority;

**WHEREAS**, the agency asking for assistance from any signatory agency will herein be referred to as the Requesting Agency;

**WHEREAS**, the signatory agency agreeing to assist another signatory agency asking for assistance will herein be referred to as the Responding Agency;

**WHEREAS**, it is necessary and desirable that this Agreement be executed for the exchange of mutual aid; with the intent to supplement not supplant agency personnel.

**NOW, THEREFORE**, it is hereby agreed by each and all of the party's signatory to the Agreement as follows:

1. Each agency signatory to this Agreement agrees to furnish, upon its sole discretion, those resources and services it deems to be available to each other signatory agency hereto as necessary to assist in the prevention, response, recovery and mitigation of proclaimed emergencies/disasters.
2. It is hereby understood that this Agreement shall not supplant pre-existing mutual aid agreements nor deny the right of any agency hereto to negotiate other mutual aid agreements.
3. The Responding Agency shall assist in only those situations for which it has determined it has qualified personnel, appropriate equipment and necessary materials. Resources of the Responding Agency that are made available to the Requesting Agency shall, whenever possible, remain under the control and direction of the Responding Agency. The Requesting Agency shall coordinate the activities and resources of all Responding Agencies.
4. It is hereby understood that the Responding Agency will be reimbursed (e.g., labor, equipment, materials and other related expenses as applicable, including loss or damage to equipment) at its adopted usual and customary rates. The Responding Agency shall submit an itemized voucher of costs to the Executive Head of the Requesting Agency within sixty (60) days after completion of work

(RCW 38.52.080). Unless otherwise agreed, the Responding Agency shall receive reimbursement within ninety (90) days after the voucher submittal date.

5. The Responding Agency shall have no responsibilities or incur any liabilities because it does not provide resources and/or services to any other party to this Agreement. The Responding Agency shall retain the right to withdraw some or all of its resources at any time. Notice of intention to withdraw shall be communicated to the Requesting Agency's designated official, or the official's designee, as soon as practicable.
6. All privileges, immunities, rights, duties and benefits of officers and employees of the Responding Agency shall apply while those officers and employees are performing functions and duties on behalf of the Requesting Agency, unless otherwise provided by law. Employees of the Responding Agency remain employees of the Responding Agency while performing functions and duties on behalf of the Requesting Agency (RCW 38.52.080).
7. To the extent permitted by law, the Requesting Agency shall protect, defend, hold harmless and indemnify all other Responding signatory Agencies, and their officers and employees from any and all claims, suits, costs, damages of any nature, or causes of action, including the cost of defense and attorneys fees, by reason of the acts or omissions, whether negligent, willful, or reckless, of its own officers, employees, agency or any other person arising out of or in connection with any acts or activities authorized by this agreement, and will pay all judgments, if any, rendered. This obligation shall not include such claims, costs, damages or other expenses, which may be caused by the sole negligence of the Responding Agencies or their authorized agents or employees.
8. Authorization and approval of this Agreement shall be in a manner consistent with the Agency's current procedures. This Agreement shall be effective upon approval by two or more agencies and shall remain in effect as long as two or more agencies are parties to this Agreement. Upon execution of this Agreement, the agency shall send an original or a certified copy of the agreement to the Washington State Department of Transportation, Highways & Local Programs Service Center. Highways & Local Programs shall maintain a list of all signatory agencies and send an updated list to all agencies whenever an agency is added or removed from the list.
9. Any agency signatory to this Agreement may cancel its participation in this Agreement by giving written notice to the Washington State Department of Transportation, Highways & Local Programs Service Center.
10. This Agreement is for the benefit of the signatory agencies only and no other person or entity shall have any rights whatsoever under this Agreement as a third party beneficiary.

**AGENCY:**

Grays Harbor County Department of Public Works  
100 West Broadway, Suite 31  
Montesano, WA 98563

ACCEPTED and APPROVED this 6<sup>th</sup> day of May, 2002.

Grays Harbor County, Washington  
Board of County Commissioners

Bob Beerbower  
Bob Beerbower, Chairman

Dan Wood  
Dan Wood, Commissioner

Dennis Morrisette  
Dennis Morrisette, Commissioner

ATTEST:

Andrea Daniels  
Clerk of the Board

5.6.02  
Date

Designated Primary Contact:  
Office: Contact: Phone Number:

F. Paul Easter, Director of Public Services  
360-249-4222

Emergency 24 Hour Phone Number:

360-249-5856

Approved As To Form

/S/  
ANN E. SALAY  
Office of the Attorney General  
Date: July 10, 1997

# AGREEMENT

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## **PUBLIC WORKS EMERGENCY RESPONSE MUTUAL AID AGREEMENT**

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WHEREAS, this Agreement is authorized under State of Washington, RCW's 35 (City), 36 (County), 38.52 (Emergency Management), 39.34 (Interlocal Agreement) and 47 (Public Highway Transportation (DOT)); which is activated only in the event of a proclamation of an emergency by the local and/or state government approving authority;

WHEREAS, the agency asking for assistance from any signatory agency will herein be referred to as the Requesting Agency;

WHEREAS, the signatory agency agreeing to assist another signatory agency asking for assistance will herein be referred to as the Responding Agency;

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1. Each agency signatory to this Agreement agrees to furnish, upon its sole discretion, those resources and services it deems to be available to each other signatory agency hereto as necessary to assist in the prevention, response, recovery and mitigation of proclaimed emergencies/disasters.
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3. The Responding Agency shall assist in only those situations for which it has determined it has qualified personnel, appropriate equipment and necessary materials. Resources of the Responding Agency that are made available to the Requesting Agency shall, whenever possible, remain under the control and direction of the Responding Agency. The Requesting Agency shall coordinate the activities and resources of all Responding Agencies.

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7. To the extent permitted by law, the Requesting Agency shall protect, defend, hold harmless and indemnify all other Responding signatory Agencies, and their officers and employees from any and all claims, suits, costs, damages of any nature, or causes of action, including the cost of defense and attorneys fees, by reason of the acts or omissions, whether negligent, willful, or reckless, of its own officers, employees, agency or any other person arising out of or in connection with any acts or activities authorized by this agreement, and will pay all judgments, if any, rendered. This obligation shall not include such claims, costs, damages or other expenses which may be caused by the sole negligence of the Responding Agencies or their authorized agents or employees.

8. Authorization and approval of this Agreement shall be in a manner consistent with the Agency's current procedures. This Agreement shall be effective upon approval by two or more agencies and shall remain in effect as long as two or more agencies are parties to this Agreement. Upon execution of this Agreement, the agency shall send an original or a certified copy of the agreement to the Washington State Department of Transportation, Highways & Local Programs Service Center. Highways & Local Programs shall maintain a list of all signatory agencies and send an updated list to all agencies whenever an agency is added or removed from the list.

9. Any agency signatory to this Agreement may cancel its participation in this Agreement by giving written notice to the Washington State Department of Transportation, Highways & Local Programs Service Center.

10. This Agreement is for the benefit of the signatory agencies only and no other person or entity shall have any rights whatsoever under this Agreement as a third party beneficiary.

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Agency

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County, Washington

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Authorized Representative

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Date

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**Designated Primary Contact:**  
Office: Contact: Phone Number:

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**Emergency 24 Hour Phone Number:**

*Approved As To Form*

\_\_\_\_\_/S/\_\_\_\_\_  
**ANN E. SALAY**  
*Office of the Attorney General*

***Date: July 10, 1997***

**TAB - H**

**STAFF REPORT**

To: Mayor Schiller  
From: Todd Baun, Director of Public Works  
Date: September 8, 2017  
Re: Conditional Use Hearing

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**Application and Project Description:**

On August 21<sup>st</sup>, 2017, KMD Architects, on behalf of Great Rivers Behavioral Health Organization, submitted an application to the City of McCleary for a conditional use permit to approve a Residential Treatment facility within an existing building located at 322 S. Birch St, (Parcel No. 618051233002). The center will be located within approximately 13,210 square feet of the existing building. The facility will be licensed by the Washington State Department of Health as a 16-bed Residential Treatment Facility-under WAC 246-337. The facility will be reviewed under Chapters 17.40 Conditional Use Permits of the McCleary Municipal Code (MMC). The property is zoned R1 (Single Family Residential).

**Location:**

The project site is located at 322 S. Birch St, (Parcel No. 618051233002).

**Conditional Use Permit Process:**

The proposal will be reviewed for compliance with City of McCleary requirements for conditional use permits (Chapter 17.40 MMC). A SEPA checklist review with a determination is expected to be completed by September 22<sup>nd</sup>, 2017. A formal public hearing before the Hearing Examiner is scheduled for October 10<sup>th</sup> at 1:30 PM. The hearing will be held at McCleary City Hall at 100 S. 3rd Street. Notice of the public hearing will be distributed to property owners within 300 feet, posted at the site, published in the Montesano Vidette, and posted at City Hall, City Library, and McCleary Post Office.

**Project Contact:**

Todd Broderius CEO  
Great Rivers BHO  
57 West Main Street, Suite 220  
Chehalis, WA 98532  
360-795-5960

**Comments:**

Comments concerning this project should be mailed to the City of McCleary, 100 S. 3<sup>rd</sup> Street, McCleary, WA 98557 OR delivered to McCleary City Hall at 100 S. 3<sup>rd</sup> Street. Comments will also be accepted at the public hearing on October 10<sup>th</sup>.

**Contact:**

The file on this project is maintained in the Building Department office at the above listed address. If you wish to be notified of related hearings or meetings, the appeal rights of this application or if you have other questions, please contact Todd Baun, Director of



Public Works, at (360) 495-3667 or [toddb@cityofmccleary.com](mailto:toddb@cityofmccleary.com). Please make reference to file number 2017.0040 when making contact.

**Date of this Notice:** August 29th, 2017

**Comment Period Ends:** October 10<sup>th</sup>, 2017

**TAB - I**

**STAFF REPORT**

To: Mayor Schiller  
From: Todd Baun, Director of Public Works  
Date: September 8, 2017  
Re: Fireworks discussion

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At previous meetings, the subject of fireworks has been brought up. There has been discussion of possibly banning them and also limiting them to certain times and dates. If Council would like to adopt an ordinance that is more restrictive than state law, the ordinance may not take effect until at least one year after adoption.

**Action Requested:**

Please give direction on what direction you would like staff to go on the fireworks issue.

For reference to what current state law is:

**RCW 70.77.395****Dates and times consumer fireworks may be sold or discharged—Local governments may limit, prohibit sale or discharge of fireworks.**

(1) It is legal to sell and purchase consumer fireworks within this state from twelve o'clock noon to eleven o'clock p.m. on the twenty-eighth of June, from nine o'clock a.m. to eleven o'clock p.m. on each day from the twenty-ninth of June through the fourth of July, from nine o'clock a.m. to nine o'clock p.m. on the fifth of July, from twelve o'clock noon to eleven o'clock p.m. on each day from the twenty-seventh of December through the thirty-first of December of each year, and as provided in RCW [70.77.311](#).

(2) Consumer fireworks may be used or discharged each day between the hours of twelve o'clock noon and eleven o'clock p.m. on the twenty-eighth of June and between the hours of nine o'clock a.m. and eleven o'clock p.m. on the twenty-ninth of June to the third of July, and on July 4th between the hours of nine o'clock a.m. and twelve o'clock midnight, and between the hours of nine o'clock a.m. and eleven o'clock p.m. on July 5th, and from six o'clock p.m. on December 31st until one o'clock a.m. on January 1st of the subsequent year, and as provided in RCW [70.77.311](#).

(3) A city or county may enact an ordinance within sixty days of June 13, 2002, to limit or prohibit the sale, purchase, possession, or use of consumer fireworks on December 27, 2002, through December 31, 2002, and thereafter as provided in RCW [70.77.250](#)(4).

Below is our current Fireworks code:

**City of McCleary  
Home of the Bear Festival****8.04 Fireworks**

- 8.04.010 Provisions adopted by reference.
- 8.04.020 Fireworks discharge restrictions.

**8.04.010 Provisions adopted by reference.**

The city adopts by reference the provisions of RCW Chapter 70.77 as now existing or hereafter amended to the extent they are not inconsistent with the other provisions of this chapter.

(Ord. 589 § 1, 1992: Ord. 206 § 1, 1962)

**8.04.020 Fireworks discharge restrictions.**

It shall be unlawful for any person to ignite, discharge, use or explode any common fireworks on any public property or rights-of-way and they shall be exploded only upon real property with the permission of the owner.

(Ord. 589 § 2, 1992)

I have also attached some other cities that restrict or ban fireworks in their cities.

**Puyallup**

**Chapter 16.20**

**FIREWORKS**

Sections:

- [16.20.010](#) Adoption of sections of Revised Code of Washington by reference.
- [16.20.020](#) City – Local public agency – Local government – Defined.
- [16.20.030](#) Local fire official – Defined.
- [16.20.035](#) Emergency fireworks ban – Defined.
- [16.20.040](#) Designee – Fire chief.
- [16.20.045](#) “Common fireworks” and “special fireworks” – Additional definitions.
- [16.20.050](#) State license and city permit required.
- [16.20.055](#) Inspections required.
- [16.20.060](#) Copy of license to be filed.
- [16.20.070](#) Certificate of insurance required.
- [16.20.080](#) Activities to be conducted in a safe and reasonable manner.
- [16.20.090](#) Permit required for sales – Application.
- [16.20.100](#) Retail fireworks stands.
- [16.20.110](#) Sale and discharge of fireworks.
- [16.20.120](#) Special purchase and use permits.
- [16.20.130](#) Permit for public display.
- [16.20.140](#) Agreement to confiscate and destroy illegal fireworks – Alternative to seizure process.
- [16.20.150](#) Permit revocation.
- [16.20.155](#) Emergency prohibition of fireworks use.
- [16.20.160](#) Penalty.
- [16.20.170](#) Severability.

**16.20.010 Adoption of sections of Revised Code of Washington by reference.**

The following laws contained within the Revised Code of Washington (RCW) are hereby adopted by reference as currently enacted and as hereafter amended from time to time, and shall be given the same force and effect as if set forth herein in full; provided, that any provision in the RCW dealing solely and exclusively with the investigation, prosecution, or sentencing of a felony crime is not adopted herein.

**RCW**

- 70.77.126 Definitions – “Fireworks.”
- 70.77.131 Definitions – “Special fireworks.”
- 70.77.136 Definitions – “Common fireworks.”
- 70.77.141 Definitions – “Agricultural and wildlife fireworks.”
- 70.77.146 Definitions – “Special effects.”
- 70.77.160 Definitions – “Public display of fireworks.”
- 70.77.165 Definitions – “Fire nuisance.”
- 70.77.170 Definitions – “License.”
- 70.77.175 Definitions – “Licensee.”
- 70.77.180 Definitions – “Permit.”
- 70.77.190 Definitions – “Person.”
- 70.77.200 Definitions – “Importer.”
- 70.77.205 Definitions – “Manufacturer.”
- 70.77.210 Definitions – “Wholesaler.”
- 70.77.215 Definitions – “Retailer.”
- 70.77.230 Definitions – “Pyrotechnic operator.”
- 70.77.236 Definitions – “New fireworks item.”
- 70.77.255 Acts prohibited without appropriate licenses and permits – Minimum age for license or permit – Activities permitted without license or permit.
- 70.77.260 Application for permit.
- 70.77.265 Investigation, report on permit application.
- 70.77.270 Governing body to grant permits – State-wide standards – Liability insurance.
- 70.77.280 Public display permit – Investigation – Governing body to grant – Conditions.
- 70.77.285 Public display permit – Bond or insurance for liability.
- 70.77.290 Public display permit – Granted for exclusive purpose.
- 70.77.295 Public display permit – Amount of bond or insurance.
- 70.77.345 Duration of licenses and retail fireworks sales permits.
- 70.77.381 Wholesalers and retailers – Liability insurance requirements.
- 70.77.386 Retailers – Purchase from licensed wholesalers.
- 70.77.401 Sale of certain fireworks prohibited.
- 70.77.405 Authorized sales of toy caps, tricks, and novelties.
- 70.77.410 Public displays not to be hazardous.
- 70.77.415 Supervision of public displays.
- 70.77.420 Storage permit required – Application – Investigation – Grant or denial – Conditions.
- 70.77.425 Approved storage facilities required.
- 70.77.435 Seizure of fireworks.

- 70.77.440 Seizure of fireworks – Proceedings for forfeiture – Disposal of confiscated fireworks.
  - 70.77.480 Prohibited transfers of fireworks.
  - 70.77.485 Unlawful possession of fireworks – Penalties.
  - 70.77.488 Unlawful discharge or use of fireworks – Penalty.
  - 70.77.495 Forestry permit to set off fireworks in forest, brush, fallow, etc.
  - 70.77.510 Unlawful sales or transfers of special fireworks – Penalty.
  - 70.77.515 Unlawful sales or transfers of common fireworks – Penalty.
  - 70.77.517 Unlawful transportation of fireworks – Penalty.
  - 70.77.520 Unlawful to permit fire nuisance where fireworks kept – Penalty.
  - 70.77.525 Manufacture or sale of fireworks for out-of-state shipment.
  - 70.77.535 Special effects for entertainment media.
  - 70.77.540 Penalty.
  - 70.77.545 Violation a separate, continuing offense.
  - 70.77.547 Civil enforcement not precluded.
  - 70.77.580 Retailers to post list of fireworks.
- (Ord. 2722 § 2, 2002).

**16.20.020 City – Local public agency – Local government – Defined.**

The terms “city,” “local public agency,” and “local government,” as used in the sections of Chapter [70.77](#) RCW that are adopted by reference in this chapter, shall mean the city of Puyallup. (Ord. 2722 § 2, 2002).

**16.20.030 Local fire official – Defined.**

The term “local fire official,” as used in the provisions of the Revised Code of Washington adopted by this chapter, shall mean the chief of the fire and emergency services department of the city of Puyallup. (Ord. 2722 § 2, 2002).

**16.20.035 Emergency fireworks ban – Defined.**

The term “emergency fireworks ban” means use of consumer fireworks is prohibited. (Ord. 3116 § 1, 2016).

**16.20.040 Designee – Fire chief.**

Pursuant to RCW [70.77.270](#), the city council hereby designates the fire chief or his or her designee as the person with authority to grant or deny permits that are sought pursuant to this chapter. (Ord. 2722 § 2, 2002).

**16.20.045 “Common fireworks” and “special fireworks” – Additional definitions.**

(1) The term “common fireworks,” shall, in addition to the definition set forth in RCW [70.77.136](#), include the types of fireworks set forth in WAC [212-17-035](#).

(2) The term “special fireworks,” shall, in addition to the definition set forth in RCW [70.77.131](#), include the types of fireworks set forth in WAC [212-17-040](#). (Ord. 2722 § 2, 2002).

**16.20.050 State license and city permit required.**

(1) Pursuant to Chapter [70.77](#) RCW and this chapter, a permit issued by the fire chief or his or her designee shall be required for any activity enumerated in RCW [70.77.255](#)(1) or PMC [16.20.140](#).

(2) No permit for the activities set forth in RCW [70.77.255](#)(1) shall be issued until:

(a) A license issued by the Chief of the Washington State Patrol is filed with the fire chief or his or her designee; and

(b) A certificate of insurance as required by PMC [16.20.070](#) and Chapter [70.77](#) RCW is filed. (Ord. 2722 § 2, 2002).

**16.20.055 Inspections required.**

Prior to the issuance of any permit, the fire chief or his or her designee shall perform an inspection of any structure or building intended for retail activity, wholesale activity, manufacturing activity, fireworks storage, or public display of fireworks, to determine whether such structures or buildings comply with the requirements of the Revised Code of Washington, the Washington Administrative Code or the city code. No permit shall be issued until such structures or buildings comply with applicable laws. (Ord. 2722 § 2, 2002).

**16.20.060 Copy of license to be filed.**

Any person who obtains a permit as required by this chapter shall file with the fire chief, a copy of each license for such activity required by Chapter [70.77](#) RCW. (Ord. 2722 § 2, 2002).

**16.20.070 Certificate of insurance required.**

(1) As a condition of the issuance of any permit required by this chapter, and at all times during the sale, storage, or display of fireworks pursuant to the authority granted by a permit issued pursuant to this chapter, every retailer, wholesaler, manufacturer, or pyrotechnic operator operating within the city limits of Puyallup shall obtain and have in effect a bond or insurance in the amounts required by RCW [70.77.270](#), [70.77.285](#) and [70.77.295](#). The fire chief shall approve the bond or insurance if it meets the requirements of this section.

(2) Any certificate of insurance or bond required by this chapter or the sections of Chapter [70.77](#) RCW adopted by this chapter shall provide that:

(a) The insurer will not cancel the insured's coverage without 15 days prior written notice to the fire chief of the city of Puyallup and the Chief of the Washington State Patrol through the director of fire protection;

(b) The city of Puyallup, its employees, officer, agents, volunteers, and officials are included as additional insureds; and

(c) The city of Puyallup is not responsible for any premiums or assessments on the policy.

(3) Nothing in this section shall relieve any person of the insurance requirements in Chapter [70.77](#) RCW. (Ord. 2722 § 2, 2002).

**16.20.080 Activities to be conducted in a safe and reasonable manner.**

(1) All retailers of fireworks or persons publicly displaying fireworks shall be responsible for conducting activities in a manner that is safe and responsible and in compliance with all federal, state, and local laws and regulations. The issuance of any permit required by this chapter shall in no way relieve any person from the duty of complying with all federal, state, and local laws and regulations or conducting activities in a safe and reasonable manner. The issuance of a permit shall not be deemed an endorsement by the city of Puyallup of the activity engaged in.

(2) The city shall not be liable to any person, corporation, entity or holder of property for any damage that is caused by or derived from the display of fireworks, and the person displaying fireworks assumes all risks of such display, and shall hold the city and its employees and officials harmless from any and all claims or causes of action for damage caused by or derived from such display. (Ord. 2722 § 2, 2002).

**16.20.090 Permit required for sales – Application.**

An application for a permit to sell fireworks shall be made in writing to the fire chief or his or her designee no later than June 15th of the year for which permit is sought, on

forms provided for that purpose. Permit fees, inspection, and plan review charges shall be charged as required by resolution of the city council. The fire chief or his or her designee shall deny or grant any such application in writing. The fire chief or his or her designee may place reasonable conditions on any permit issued. The person applying for a permit may appeal in writing the denial of the permit or the conditions of the permit to the fire chief. The appeal shall be based solely upon written information provided by the applicant and information obtained or held by the fire chief, and no hearing shall be required. The determination of the fire chief of the appeal shall be final. (Ord. 2722 § 2, 2002).

**16.20.100 Retail fireworks stands.**

The following requirements shall apply to the operation of retail fireworks stands (hereinafter “stand”):

(1) Prior to opening for business, a stand must be inspected and approved by the fire chief or his or her designee.

(2) Inspections of stands shall not be conducted until the fire chief or his or her designee has received the following:

(a) A temporary use application;

(b) Documentation of approval by the community development department;

(c) A business license;

(d) A copy of the state license required by Chapter [70.77](#) RCW; and

(e) Proof of insurance as required by PMC [16.20.070](#).

(3) Fire lanes and hydrants shall be maintained clear of obstruction and provide access at all times.

(4) No decorations shall be used unless flameproof.

(5) Electrical extension cords shall not be used without specific approval of the State Electrical Inspector or the fire chief or his or her designee.

(6) No stand shall be located within 25 feet of any other building, including motor homes and trailers, nor within 50 feet of any gasoline or LPG dispensing device.

(7) Each stand shall have at least two exits. Exits must be doors that open outward and must be clear and unlocked when the stand is occupied.

(8) Each stand shall have at least two properly operating 2A, 20BC extinguishers mounted on the stand and easily accessible. Occupants must be physically capable of using the extinguishers, and must know how to operate the extinguishers.

(9) Smoking is prohibited inside stands and within 25 feet of the exterior of stands. “No Smoking” signs shall be posted on the exterior front, back and sides, and interior of the stand.

(10) No stand shall be located closer than 600 feet from another stand.

(11) All weeds and combustible material shall be cleared from the location of the stand, including a distance of at least 20 feet surrounding the stand.

(12) Stands shall be operated by adults, 18 years of age or older only. No fireworks shall be left unattended in a stand.

(13) Every stand shall have a sign stating:

NO FIREWORKS MAY BE SOLD TO ANY PERSON UNDER THE AGE OF SIXTEEN YEARS. THE DISCHARGE OF FIREWORKS IS ONLY PERMITTED BETWEEN THE HOURS OF 9:00 A.M. AND 11:00 P.M. ON JULY 4. PUYALLUP MUNICIPAL CODE SECTION [16.20.130](#).



Signs shall be 12 inches by 18 inches and shall have letters and background of contrasting colors, readily readable from at least 10 feet. Signs shall be affixed to the front of the stand and shall be visible to the public at all times the stand is open for business.

(14) Overnight sleeping in a stand is prohibited.

(15) Heating appliances are prohibited in stands.

(16) All unsold fireworks, accompanying litter, and the stand shall be removed from the location by 12:00 noon on the 6th of July each year. (Ord. 2722 § 2, 2002).

**16.20.110 Sale and discharge of fireworks.**

(1) Except as permitted by this chapter and state law, it is unlawful to possess, discharge or sell at wholesale or retail any fireworks other than common fireworks.

(2) No common fireworks shall be sold or offered for sale at retail within the city except from 12:00 noon on the twenty-eighth day of June to 9:00 p.m. on the fourth day of July of each year. No common fireworks may be sold between the hours of 11:00 p.m. and 9:00 a.m.

(3) It is unlawful for a person to ignite, discharge, use or explode any common fireworks except between the hours of 9:00 a.m. and 11:00 p.m. on July 4th.

(4) It is unlawful for any person to discharge fireworks on the property of another without permission of the owner of such property. It is unlawful for any person to discharge fireworks in a public park unless a written permit has been obtained by park commissioners. It is unlawful for any person to discharge fireworks on city property that is not a park without the express written permission of the city council.

(5) No person shall sell any common fireworks to a consumer or user thereof under the age of 16 years.

(6) No person under the age of 16 years shall possess or discharge any fireworks unless directly supervised by an adult who is responsible for the person under the age of 16 years.

(7) The transfer of fireworks ownership, whether by sale at wholesale or retail, by gift or by other means of conveyance of title, or the delivery of any fireworks to any person who does not possess a valid permit at the time of such transfer where a permit is required by this chapter, is prohibited.

(8) The sale, transportation, possession, or discharge of fireworks not marked with the manufacturer's license number and State Fire Marshal's classification, as required by Chapter [70.77](#) RCW is prohibited.

(9) This section shall take precedence over and shall preempt any conflicting provision of the Revised Code of Washington or the Washington Administrative Code. (Ord. 2722 § 2, 2002).

**16.20.120 Special purchase and use permits.**

(1) Religious organizations or private organizations or persons may purchase or use common fireworks on dates and at times other than that specified in PMC [16.20.130](#) if:

(a) Purchased from a manufacturer, importer or wholesaler licensed pursuant to Chapter [70.77](#) RCW;

(b) For use on prescribed dates and locations;

(c) For religious or specific purposes; and

(d) A permit is obtained from the fire chief or his or her designee.

(2) Applications for a permit required under this section shall be made in writing to the fire chief or his or her designee on forms provided for that purpose and shall be

accompanied by a fee as required by resolution for each private or religious use of fireworks authorized by this section. The fire chief or his or her designee shall investigate whether the character and location of the proposed use would be hazardous or dangerous to any person or property. Based on such investigation, the fire chief or his or her designee may grant or deny such permit and may place reasonable conditions on any permit issued.

(3) No permit issued pursuant to this section shall be transferable. If such permit is issued it shall be lawful only for the prescribed uses. A permit authorized by this section shall not be issued unless the applicant is over the age of 18 years. (Ord. 2722 § 2, 2002).

**16.20.130 Permit for public display.**

(1) An application to make a public display of fireworks shall be made in writing to the fire chief or his or her designee on forms provided for that purpose and shall be accompanied by a fee as required by resolution for each display. Application shall be submitted at least 10 days in advance of the proposed display.

(2) The fire chief or his or her designee shall investigate whether the character and location of the display would be hazardous or dangerous to any person or property.

(3) If the fire chief or his or her designee grants a permit for the public display of fireworks, the sale, possession and use of fireworks for the public display is lawful for that purpose only. No such permit shall be transferable. Every public display of fireworks shall be conducted or supervised by a competent and experienced pyrotechnic operator approved by the fire chief or his or her designee.

(4) The person applying for a permit may appeal in writing the denial of the permit or the conditions of the permit to the fire chief. The appeal shall be based solely upon written information provided by the applicant and information obtained or held by the fire chief, and no hearing shall be required. The determination of the fire chief of the appeal shall be final. (Ord. 2722 § 2, 2002).

**16.20.140 Agreement to confiscate and destroy illegal fireworks – Alternative to seizure process.**

(1) In lieu of the formal seizure and forfeiture process set forth in RCW [70.77.435](#) and [70.77.440](#), the city and the person possessing or selling fireworks subject to seizure may enter an agreement wherein the city agrees to confiscate and destroy the fireworks subject to seizure.

(2) An agreement made pursuant to this section vests all right, title and possession in the fireworks with the fire chief or his or her designee. The fireworks may be immediately destroyed or otherwise disposed of at the discretion of the fire chief or his or her designee. (Ord. 2722 § 2, 2002).

**16.20.150 Permit revocation.**

Violations of any provision of Chapter [70.77](#) RCW, this chapter, or a permit issued hereunder, or any failure or refusal on the part of the permittee to obey any rule, regulation or request of the fire chief or his or her designee concerning fireworks, shall be grounds for the revocation of a fireworks permit. (Ord. 2722 § 2, 2002).

**16.20.155 Emergency prohibition of fireworks use.**

Upon recommendation of the city manager, the city council of the city of Puyallup may issue a citywide temporary order prohibiting the use of consumer fireworks. Said recommendation shall be based on a reasonable and articulable belief that hazardous conditions exist where the use of consumer fireworks poses a severe wildland or woodland fire hazard, increasing risk and threatening public safety. Prior to making the

recommendation, the city manager shall consult the fire chief and/or police chief for best available public safety information pertinent to the conditions. Said information shall be communicated to city council as part of the city manager's recommendation. At a minimum the risk of fire danger in Pierce County must be determined by the Washington Department of Natural Resources to be "very high/extreme" or otherwise at the highest fire danger level. The temporary emergency order shall specify the time period it shall be in effect. The emergency order may be cancelled by the city manager prior to its expiration date, based on information from the fire chief and/or police chief as to prevailing conditions. (Ord. 3116 § 2, 2016).

#### **16.20.160 Penalty.**

Except as otherwise provided in this chapter, any person violating any provision of this chapter or any permit issued pursuant to this chapter is guilty of a misdemeanor punishable by imprisonment for a maximum term fixed by the court of not more than 90 days, or by a fine in an amount fixed by the court of not more than \$1,000, or by both such imprisonment and fine. A person is guilty of a separate offense for each day or occurrence during which he or she commits, continues, or permits a violation of any provision of, or permit issued under, this chapter. The inclusion in this chapter of criminal penalties does not preclude enforcement of this chapter through civil means. (Ord. 2722 § 2, 2002).

#### **16.20.170 Severability.**

If any provision of this chapter, or its application to any person or circumstance, is held invalid, the remainder of the chapter or the application of the provisions to other persons or circumstances is not affected. (Ord. 2722 § 2, 2002).

## **Kirkland**

### **Chapter 11.60**

### **FIREWORKS**

Sections:

- [11.60.010](#) Definitions.
- [11.60.020](#) Sale of fireworks unlawful.
- [11.60.030](#) Possession, use and discharge of fireworks unlawful.
- [11.60.040](#) Permit required to display fireworks.
- [11.60.050](#) Permit fees.
- [11.60.060](#) Issuance—Nontransferable—Voiding.
- [11.60.070](#) Application for public display permit.
- [11.60.080](#) Standards for public fireworks.
- [11.60.090](#) Use of fireworks in public parks and on public land.
- [11.60.100](#) Special effects for entertainment media.
- [11.60.110](#) Nonprohibited acts—Signal purposes, forest protection.
- [11.60.120](#) Construction.
- [11.60.130](#) Enforcement.

#### **11.60.010 Definitions.**

The definitions of Chapter [70.77](#) RCW as now stated or hereafter amended shall govern the construction of this chapter, when applicable. RCW [70.77.120](#) through and including RCW [70.77.230](#) as now stated or hereinafter amended is adopted by this reference and a

copy of such shall be kept on file in the office of the city clerk for public use and inspection. In addition, the following terms are defined:

(1) Dangerous Fireworks. Any fireworks not defined as “consumer fireworks” under the provisions of RCW [70.77.136](#). (Ord. 4334 § 6 (part), 2011)

**11.60.020 Sale of fireworks unlawful.**

It is unlawful for any person, firm or corporation to sell any fireworks within the city; provided, that this prohibition does not apply to duly authorized public displays. (Ord. 4334 § 6 (part), 2011)

**11.60.030 Possession, use and discharge of fireworks unlawful.**

Except as authorized by state license and city permit granted pursuant to RCW [70.77.260](#)(2) (public display) or RCW [70.77.311](#)(2) (use by group or individual for religious or other specific purpose on approved date and at an approved location), it is unlawful for any person, firm, or corporation to engage in the retail sale of, or to sell, possess, use, transfer, discharge or explode any fireworks of any kind within the city. Violation of this section, to the extent it also constitutes a violation of RCW [70.77.488](#), [70.77.510](#) or [70.77.515](#), shall constitute a gross misdemeanor. Otherwise, violation of this section shall constitute a misdemeanor. (Ord. 4334 § 6 (part), 2011)

**11.60.040 Permit required to display fireworks.**

It is unlawful for any person, firm or corporation to hold, conduct or engage in a public display of fireworks within the city without first having obtained and being the holder of a valid permit issued pursuant to the provisions of this chapter. (Ord. 4334 § 6 (part), 2011)

**11.60.050 Permit fees.**

The fee for a public display permit for the public display of fireworks shall be one hundred dollars, payable in advance. (Ord. 4334 § 6 (part), 2011)

**11.60.060 Issuance—Nontransferable—Voiding.**

Each public display permit issued pursuant to this chapter shall be valid for the specific authorized public display event only, shall be used only by the designated permittee and shall be nontransferable. Any transfer or unauthorized use of a permit is a violation of this chapter and shall void the permit granted in addition to all other sanctions provided in this code. (Ord. 4334 § 6 (part), 2011)

**11.60.070 Application for public display permit.**

Applications for a permit to hold, conduct, or operate a public display of fireworks as defined under Chapter [70.77](#) RCW shall be made to the building official for a permit. Such a permit shall also require the approval of the fire department. Applications shall be made at least fourteen days prior to the scheduled event. Applicants shall meet all qualifications and requirements of state law regarding public display of fireworks and all fire and safety requirements as set forth in the standards for public display and, in particular, shall hold a pyrotechnic operator license issued by the state of Washington as defined by Chapter [70.77](#) RCW and Chapter [212-17](#) WAC. (Ord. 4491 § 4 (part), 2015; Ord. 4334 § 6 (part), 2011)

**11.60.080 Standards for public fireworks.**

All public fireworks displays shall conform to the following minimum standards and conditions:

(1) All public fireworks displays must be planned, organized, and discharged by a state-licensed pyrotechnician.

(2) A permit must be obtained from the city and approved by the fire department or designee prior to any display of public fireworks. The permit shall include the name of the applicant and his address, the name of the pyrotechnician and his address, the exact location, date and time of the proposed display, the number, type and class of fireworks to be displayed, the manner in which the fireworks are being stored prior to the public fireworks display.

(3) The applicant for a public display of fireworks permit shall include with the application evidence of a bond issued by an authorized surety or a certificate of public liability insurance. Such bond or certificate shall conform to the requirements set forth in RCW [70.77.285](#) and [70.77.355](#).

(4) A drawing shall be submitted with the application to the fire department showing a plan view of the fireworks discharge site and the surrounding area within a five-hundred-foot radius. The drawing shall include all structures, fences, barricades, streets, fields, streams, and any other significant factors that may be subjected to ignition or that may inhibit firefighting capabilities.

(5) When, in the discretion of the fire department, such requirement is necessary to preserve the public health, safety and welfare, the permit may, at the direction of the fire department or designee, require that a Kirkland fire pumper and a minimum of three firefighters shall be on site thirty minutes prior to and after the conclusion of the display. All compensation for fire personnel and apparatus will be paid by the applicant in an amount calculated according to the Washington State Chiefs Association's fee schedule and shall be designated to the Kirkland fire and life safety district.

(6) All combustible debris and trash shall be removed by the applicant from the area of discharge for a distance of three hundred feet in all directions.

(7) Applicant shall dispose of all unfired or "dud" fireworks in a safe manner.

(8) Applicant shall provide the fireworks discharge site a minimum of two 2A-rated pressurized water fire extinguishers and one fire blanket.

(9) The permit may be immediately revoked at any time deemed necessary by the fire department or designee due to any noncompliance, weather conditions such as extremely low humidity or wind factor. The display may also be canceled by accidental ignition of combustible or flammable material in the vicinity due to fall debris from the display.

(10) Areas of public access shall be determined by the fire department or designee and maintained by the applicant in an approved manner. (Ord. 4491 § 4 (part), 2015; Ord. 4334 § 6 (part), 2011)

#### **11.60.090 Use of fireworks in public parks and on public land.**

It shall be unlawful for any person to discharge or possess any fireworks upon public land or in any public park owned by the city of Kirkland; provided, however, nothing herein shall be deemed to limit the authority of the city to allow event display of special fireworks under a permit issued in accordance with the provisions of this chapter.

Violation of this section shall constitute a misdemeanor. (Ord. 4334 § 6 (part), 2011)

#### **11.60.100 Special effects for entertainment media.**

This chapter does not prohibit the assembling, compounding, use and display of special effects of whatever nature by any person engaged in the production of motion pictures, radio or television productions, theatricals or operas when such use and display are a necessary part of the production and such person possesses a valid permit issued by the city of Kirkland to purchase, possess, transport or use such fireworks. (Ord. 4334 § 6 (part), 2011)

**11.60.110 Nonprohibited acts—Signal purposes, forest protection.**

This chapter does not prohibit the use of flares or fuses in connection with the operation of motor vehicles, railroads, or other transportation agencies for signal purposes or illumination or for use in forest protection activities. (Ord. 4334 § 6 (part), 2011)

**11.60.120 Construction.**

This chapter is intended to implement Chapter [70.77](#) RCW, and shall be construed in connection with that law and any and all rules or regulations issued pursuant thereto. (Ord. 4334 § 6 (part), 2011)

**11.60.130 Enforcement.**

The fire department, or designee, in coordination with the building official, is authorized to enforce all provisions of this chapter and, in addition to criminal sanctions or civil remedies, he/she may revoke any permit issued pursuant to this chapter upon any failure or refusal of the permittee to comply with the orders and directives of the fire chief or designee, and/or to comply with any provisions of this code relating to temporary structures. (Ord. 4491 § 4 (part), 2015; Ord. 4334 § 6 (part), 2011)