

Covington: Unmatched quality of life
CITY OF COVINGTON
CITY COUNCIL REGULAR MEETING AGENDA
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Tuesday, June 10, 2014
7:00 p.m.

City Council Chambers
16720 SE 271st Street, Suite 100, Covington

Note: A Joint Meeting with the Parks and Recreation Commission is scheduled from 6:00 to 7:00 p.m.

CALL CITY COUNCIL REGULAR MEETING TO ORDER

ROLL CALL/PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

PUBLIC COMMUNICATION

- End of Session Report (Covington Lobbyist Briahna Taylor)

PUBLIC COMMENT Speakers will state their name, address, and organization. Comments are directed to the City Council, not the audience or staff. Comments are not intended for conversation or debate and are limited to no more than four minutes per speaker. Speakers may request additional time on a future agenda as time allows.*

APPROVE CONSENT AGENDA

- C-1. Minutes: May 13, 2014 Special Joint Meeting with CEDC & Chamber Board (Scott)
- C-2. Vouchers (Hendrickson)
- C-3. Approve Agreement with Tahoma School District for Aquatics Property Lease (Bahl)
- C-4. Approve Design Contract with Puget Sound Energy for Undergrounding Design (Vondran)
- C-5. Approve Agreement for Stormwater System Cleaning (Junkin)
- C-6. Adopt Resolution to Adopt 2015-2020 Transportation Improvement Program (Vondran)
- C-7. Accept Community Development Block Grant Contract for Jenkins Creek Park (Vondran)

NEW BUSINESS

1. LED Street Lights Briefing (Vondran)

COUNCIL/STAFF COMMENTS - Future Agenda Topics

PUBLIC COMMENT *See Guidelines on Public Comments above in First Public Comment Section

EXECUTIVE SESSION – If Needed

ADJOURN

For disability accommodation contact the City of Covington at 253-480-2400 a minimum of 24 hours in advance. For TDD relay service, dial (800) 833-6384 and ask the operator to dial 253-480-2400.

Consent Agenda Item C-1

Covington City Council Meeting

Date: June 10, 2014

SUBJECT: APPROVAL OF MINUTES: MAY 13, 2014 SPECIAL JOINT MEETING WITH
COVINGTON ECONOMIC DEVELOPMENT COUNCIL & CHAMBER
BOARD MINUTES

RECOMMENDED BY: Sharon G. Scott, City Clerk

ATTACHMENT(S): Proposed Minutes

PREPARED BY: Joan Michaud, Senior Deputy City Clerk

EXPLANATION:

ALTERNATIVES:

FISCAL IMPACT:

CITY COUNCIL ACTION: _____ Ordinance _____ Resolution X Motion _____ Other

**Councilmember _____ moves, Councilmember _____
seconds, to approve the May 13, 2014 Special Joint Meeting with
Covington Economic Development Council & Chamber Board
Minutes.**

Unapproved Draft – May 13, 2014 Special Joint Study Session with Covington Chamber of Commerce Board of Directors and Covington Economic Development Council Minutes
Submitted for Approval: June 10, 2014

City of Covington
City Council Special Joint Study Session with Covington Chamber of Commerce Board of Directors and Covington Economic Development Council Minutes
Tuesday, May 13, 2014

(This meeting was recorded and will be retained for a period of six years from the date of the meeting).

The Special Joint Study Session with the Covington Chamber of Commerce Board of Directors and Covington Economic Development Council was called to order in the City Council Chambers, 16720 SE 271st Street, Suite 100, Covington, Washington, Tuesday, May 13, 2014, at 6:02 p.m., with Mayor Harto presiding.

COUNCILMEMBERS PRESENT:

Margaret Harto, Joe Cimaomo, Mark Lanza, Marlla Mhoon, Jim Scott, Wayne Snoey, and Jeff Wagner.

CHAMBER OF COMMERCE BOARD OF DIRECTORS PRESENT:

Joshua Lyon, Tamara Paul, Colleen Star, Dr. Richard Stedry, and Zach Steele.

CHAMBER OF COMMERCE BOARD OF DIRECTORS ABSENT:

Kathy Fosjord, Debbie Markwald, Jessica Oliver, Scott Pudwell, Andrea Steele, and Jim Wene.

ECONOMIC DEVELOPMENT COUNCILMEMBERS PRESENT:

Mike Hanratty, Kevin Holland, Laura Roth, Rick Oliveira, Steven Pand, Zach Steele, and Jeff Wagner.

ECONOMIC DEVELOPMENT COUNCILMEMBERS ABSENT:

Hugh Kodama, Jim Hutchinson, and Josh Parnell.

CITY STAFF PRESENT:

Derek Matheson, City Manager; Richard Hart, Community Development Director; Karla Slate, Communications & Marketing Manager; Joey Meisenheimer, Community Development Department Intern; and Sharon Scott, City Clerk/Executive Assistant.

Mayor Margaret Harto called the joint study session to order.

APPROVAL OF AGENDA:

Council Action: There was Council consensus to approve the agenda.

ITEMS FOR DISCUSSION:

1. Branding Implementation.

Unapproved Draft – May 13, 2014 Special Joint Study Session with Covington Chamber of Commerce Board of Directors and Covington Economic Development Council Minutes
Submitted for Approval: June 10, 2014

CEDC Co-Chairs Jeff Wagner and Rick Oliveira introduced this item and then turned it over to Communications & Marketing Manager Karla Slate who gave the presentation.

The groups provided comments and asked questions, and Ms. Slate provided responses.

ADJOURNMENT:

There being no further business, the meeting was adjourned at 6:32 p.m.

Prepared by:

Submitted by:

Joan Michaud
Senior Deputy City Clerk

Sharon Scott
City Clerk

Consent Agenda Item C-2

Covington City Council Meeting

Date: June 10, 2014

SUBJECT: APROVAL OF VOUCHERS.

RECOMMENDED BY: Rob Hendrickson, Finance Director

ATTACHMENT(S): Vouchers #31113-31152, Including ACH Payments in the Amount of \$1,527,817.50, Dated May 28, 2014.

PREPARED BY: Joan Michaud, Senior Deputy City Clerk

EXPLANATION: Not applicable.

ALTERNATIVES: Not applicable.

FISCAL IMPACT: Not applicable.

CITY COUNCIL ACTION: _____ Ordinance _____ Resolution X Motion _____ Other

Councilmember _____ moves, Councilmember _____ seconds, to approve for payment Vouchers #31113-31152, Including ACH Payments in the Amount of \$1,527,817.50, Dated May 28, 2014.

May 28, 2014

City of Covington

City of Covington

City of Covington
Voucher/Check Register

Check # 31113 through Check # 31152, including ACH payments

In the Amount of \$1,527,817.50

We, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described herein and that the claims are just, due and unpaid obligations against the City of Covington, Washington, County of King, and that we are authorized to authenticate and certify said claims per the attached register.

Cassandra Parker
Senior Accountant

Mark Lanza
City Councilmember

Wayne Snoey
City Councilmember

Marlla Mhoon
City Councilmember

Council Meeting Date Approved _____

Accounts Payable

Checks by Date - Detail by Check Date

User: scles
 Printed: 5/30/2014 10:48 AM



Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
ACH	0345 0345-5 0345-5-1	Sharon Scott Scott; KCMCA meeting; mileage Reimbursement; NW Managers conference, hote	05/28/2014	24.30 185.07
Total for this ACH Check for Vendor 0345:				209.37
ACH	0546 0546-5	Victoria Throm Throm; CDBG meeting, mileage	05/28/2014	22.99
Total for this ACH Check for Vendor 0546:				22.99
ACH	0706 4308 4308 4309 4309	Covington Retail Associates 1st floor; building lease, June 1st floor; operating expenses, June 2nd floor; building lease, June 2nd floor; operating expenses, June	05/28/2014	25,717.00 10,757.40 3,280.83 1,484.75
Total for this ACH Check for Vendor 0706:				41,239.98
ACH	1271 1271-5	Rob Hendrickson Hendrickson; GFOA conference, per diem	05/28/2014	183.19
Total for this ACH Check for Vendor 1271:				183.19
ACH	1705 TM-140026	Alpine Products, Inc. CCP; signs	05/28/2014	55.85
Total for this ACH Check for Vendor 1705:				55.85
ACH	2461 602754	Tri-Tec Communications, Inc. Conway; phone/license	05/28/2014	428.70
Total for this ACH Check for Vendor 2461:				428.70
ACH	2555 41830927	NuCO2 LLC Aquatics; CO2 lease	05/28/2014	66.90
Total for this ACH Check for Vendor 2555:				66.90
ACH	2747 2747-5 2747-5 2747-5-1 2747-5-1	Bob Linskov Linskov; PSRC meeting, parking Linskov; PSRC meeting, parking Linskov; KC Project Evaluation Team meetings Linskov; KC Project Evaluation Team meetings	05/28/2014	5.60 8.40 14.40 9.60
Total for this ACH Check for Vendor 2747:				38.00
31113	2502 2502-5	AALL Self Storage Storage unit #D5; 5/18/14-12/31/14	05/28/2014	1,940.00
Total for Check Number 31113:				1,940.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
31114	1830	Allwest Underground, Inc.	05/28/2014	
	40843	Intern Spry; confined space training/book		61.29
	40843	Kemp/Matthews; confined space training/book		122.58
			Total for Check Number 31114:	183.87
31115	2033	Aquatic Specialty Services	05/28/2014	
	6537	Aquatics; clean/calibration service, May		124.90
	6538	Aquatics; pool chemicals		1,274.20
			Total for Check Number 31115:	1,399.10
31116	0019	AWC Employee Benefits Trust	05/28/2014	
	100315L0620140	Medical Insurance Premiums, June		422.56
	100315L0620140	Medical Insurance Premiums, June		8,835.05
	100315L0620140	Medical Insurance Premiums, June		6,381.72
	100315L0620140	Medical Insurance Premiums, June		1,816.87
	100315L0620140	Medical Insurance Premiums, June		2,093.71
	100315L0620140	Medical Insurance Premiums, June		2,149.70
	100315L0620140	Medical Insurance Premiums, June		6,615.72
	100315L0620140	Medical Insurance Premiums, June		1,684.38
	100315L0620140	Medical Insurance Premiums, June		2,760.56
	100315L0620140	Medical Insurance Premiums, June		770.20
	100315L0620140	Medical Insurance Premiums, June		841.79
	100315L0620140	Medical Insurance Premiums, June		5,670.97
	100315L0620140	Medical Insurance Premiums, June		10,204.96
	100315L0620140	Medical Insurance Premiums, June		723.30
			Total for Check Number 31116:	50,971.49
31117	2801	Berk Consulting, Inc.	05/28/2014	
	7697-04-14	Infrastructure study; services through 4/30/14		24,494.45
			Total for Check Number 31117:	24,494.45
31118	2151	Shawn Buck	05/28/2014	
	2151-5	Buck; WAURISA conference, mileage/parking		74.43
			Total for Check Number 31118:	74.43
31119	0026	C&B Awards	05/28/2014	
	140274	Commissioners Wheeler/McMeen/Lord; name b		50.50
	140275	Feser; desk plate		7.87
	140275	Commissioner Langelough; name badge/desk pl		16.84
			Total for Check Number 31119:	75.21
31120	1997	Capital One Commercial	05/28/2014	
	000383	Regional Domestic Violence meeting, refreshme		77.95
	164619285211	City hall; coffee creamer, paper products, cleanir		233.30
	164619285211	Maint shop; coffee, creamer, paper towels, bath t		48.62
	164619285211	Maint shop; coffee, creamer, paper towels, bath t		48.62
	164619285211	Maint shop; coffee, creamer, paper towels, bath t		24.32
			Total for Check Number 31120:	432.81
31121	2270	CenturyLink	05/28/2014	
	6317966698B-5	City hall; telephone, 5/13-6/13/14		54.67
			Total for Check Number 31121:	54.67
31122	0366	City of Covington	05/28/2014	

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	0366-5	SWM utility tax; April		18,776.43
Total for Check Number 31122:				18,776.43
31123	1170 W2664140	Coastwide Laboratories Aquatics; cleaning supplies	05/28/2014	249.30
Total for Check Number 31123:				249.30
31124	0537	Covington Water District	05/28/2014	
	104587-5	Crystal view; water, 4/19-5/16/14		28.50
	105731-5	SR 516; water, 4/19-5/16/14		54.50
	107666-5	CCP; water, 3/22-5/16/14		40.00
	108188-5	Skate park; water, 3/22-5/16/14		56.95
	115324-5	Aquatics; water, 3/22-5/16/14		1,200.05
	122505-5	Maint shop; water, 3/22-5/16/14		15.80
	122505-5	Maint shop; water, 3/22-5/16/14		31.60
	122505-5	Maint shop; water, 3/22-5/16/14		31.60
	132669-5	CCP; water, 3/22-5/16/14		60.10
	132670-5	CCP; water, 4/19-5/16/14		454.15
Total for Check Number 31124:				1,973.25
31125	0361 000013167000-1Q	Employment Security Department Unemployment compensation; 1st Qtr 2014	05/28/2014	630.78
Total for Check Number 31125:				630.78
31126	1996	Facility Maintenance Contractors	05/28/2014	
	SALES01465 140515	Maint shop; janitorial service		54.80
	SALES01465 140515	Maint shop; janitorial service		109.60
	SALES01465 140515	Maint shop; janitorial service		109.60
Total for Check Number 31126:				274.00
31127	2686 2686-5	Angela Feser Feser; RCO grant presentations, mileage/parking	05/28/2014	125.45
Total for Check Number 31127:				125.45
31128	2465 6200596	FloHawks Emergency call out; spill response, 4/2/14	05/28/2014	605.99
Total for Check Number 31128:				605.99
31129	0354 9442218534	Grainger Aquatics; light bulbs	05/28/2014	72.72
Total for Check Number 31129:				72.72
31130	2527 35 36	Harkness Construction, LLC Minor housing repair; #TREP-01-13 Minor housing repair; #MOEN-02-13	05/28/2014	402.81 628.14
Total for Check Number 31130:				1,030.95
31131	2789 557-1402	Henderson, Young & Company Parks impact fee; 4/1-4/30/14	05/28/2014	6,363.00
Total for Check Number 31131:				6,363.00
31132	1342	Integra Telecom	05/28/2014	

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	11990641	City hall; telephone, 5/8-6/7/14		1,212.85
	11990641	Maint shop; telephone, 5/8-6/7/14		177.10
	11990641	Maint shop; telephone, 5/8-6/7/14		177.10
	11990641	Maint shop; telephone, 5/8-6/7/14		88.56
	11990641	Aquatics; telephone, 5/8-6/7/14		90.22
Total for Check Number 31132:				1,745.83
31133	1803 KGE7714	Iron Mountain Document storage; 5/1-5/31/14	05/28/2014	148.00
Total for Check Number 31133:				148.00
31134	2234 31847 31847 31847 31849 31849 31849 S79568A S79568A S79568A	Issaquah Honda Kubota Mower blades Mower blades Mower blades Return, mower blades Return, mower blades Return, mower blades #3371; repairs/service #3371; repairs/service #3371; repairs/service	05/28/2014	35.04 35.05 17.52 -29.66 -14.83 -29.66 180.47 360.94 360.94
Total for Check Number 31134:				915.81
31135	0641 14-331 14-331 14-331	King County Sheriff's Office Sheriffs office; lease, January - May Police services; 2013 reconciliation credit Police services; January - May	05/28/2014	-9,395.85 -79,352.00 1,405,175.45
Total for Check Number 31135:				1,316,427.60
31136	2802 45914	KPG CCP Ph.1; park sign design, services through 4/2	05/28/2014	1,515.00
Total for Check Number 31136:				1,515.00
31137	1878 6879	MacLeod Reckord CCP Ph.2; engineering, 4/1-4/30/14	05/28/2014	35,884.39
Total for Check Number 31137:				35,884.39
31138	2367 126387	Magnum Print Solutions Toner cartridges	05/28/2014	217.09
Total for Check Number 31138:				217.09
31139	2621 2621-5	Jaquelyn Martinsons Instructor payments; Super Sitters, 5/3/14	05/28/2014	336.00
Total for Check Number 31139:				336.00
31140	0305 894551	Net Venture Business hosting; 5/27-8/26/14	05/28/2014	89.70
Total for Check Number 31140:				89.70
31141	0004 1680816233 1682248615 1682255966	Office Depot Aquatics; receipt tape Conway; office chair Athletics; start up supplies	05/28/2014	24.83 289.41 44.17

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	1683968412	Aquatics; inbox tray		
	707896655001	Office supplies		3.08
	711587316001	PW; chart tape		275.92
	711587316001	PW; chart tape		21.10
	711587434001	Office supplies		21.10
				284.67
			Total for Check Number 31141:	964.28
31142	2771 109551	Pacific Office Automation Copier; usage, 2/12-5/12/14	05/28/2014	32.10
			Total for Check Number 31142:	32.10
31143	2637 2637-5	Poverty Bay Power Squadron Instructor payment; boating safety, 4/26/14	05/28/2014	122.50
			Total for Check Number 31143:	122.50
31144	2474 723	SCORE Jail costs; April	05/28/2014	10,800.00
			Total for Check Number 31144:	10,800.00
31145	1905 C802970-701 C803207-701	Sharp Electronics Corporation Workroom copier; usage, 4/1-5/1/14 Police copier; usage, 4/11-5/16/14	05/28/2014	1,126.92 30.08
			Total for Check Number 31145:	1,157.00
31146	1903 634916	Sound Publishing, Inc. Weekly bulletins; 4/4, 4/25	05/28/2014	548.86
			Total for Check Number 31146:	548.86
31147	0281 006355510001-5 006355510001-5 006355510001-5 006355510001-5 006355510001-5 006355510001-5 006355510001-5 006355510001-5 006355510001-5 006355510001-5 006355510001-5 006355510001-5 006355510001-5 006355510001-5 006355510001-5 006355510001-5 006355510001-5	Standard Insurance Company Life Insurance Premiums, June Life Insurance Premiums, June	05/28/2014	43.27 78.31 95.06 100.83 86.63 359.72 164.89 502.10 307.44 595.30 183.82 95.02 7.91 577.73 358.05
			Total for Check Number 31147:	3,556.08
31148	0217 L103138	State Auditor's Office Audit fees; April	05/28/2014	167.00
			Total for Check Number 31148:	167.00
31149	2103 253674303 253985212	US Bancorp Equip Finance Inc. Workroom copier; lease Reception copier; lease	05/28/2014	639.10 93.40

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for Check Number 31149:	732.50
31150	2254 1712-2014-Qtr1	Washington Department of Revenue Business license, credit card fees; 1st Qtr 2014	05/28/2014	394.61
			Total for Check Number 31150:	394.61
31151	2230 8018618RI	Wilbur-Ellis Company CCP; field soil testing	05/28/2014	41.27
			Total for Check Number 31151:	41.27
31152	0355 200000309	WRPA Patterson; Software Symposium, registration	05/28/2014	49.00
			Total for Check Number 31152:	49.00
			Total for 5/28/2014:	1,527,817.50
			Report Total (48 checks):	1,527,817.50

Consent Agenda Item C-3

Covington City Council Meeting

Date: June 10, 2014

SUBJECT: AUTHORIZE THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH THE TAHOMA SCHOOL DISTRICT TO EXTEND THE AQUATIC CENTER GROUND LEASE FOR AN ADDITIONAL FIVE YEARS WITH NO COST TO THE CITY.

RECOMMENDED BY: Scott Thomas, Parks & Recreation Director

ATTACHMENT(S):

1. Tahoma School District Ground Lease Agreement, Updated 2014

PREPARED BY: Rachel Ann Bahl, Aquatics Supervisor

EXPLANATION:

Staff is seeking council's approval of an updated five year lease with the Tahoma School District for use of the land at the Covington Aquatic Center. The original forty year Ground Lease Agreement between King County and the Tahoma School District was transferred to the city of Covington through an Assignment Agreement in 2004. There are no direct costs associated with the Ground Lease Agreement.

The original Ground Lease Agreement includes the grounds on which the Covington Aquatic Center is located and forty additional parking spots allocated specifically for Aquatic Center customers. The School District will provide all convenient and necessary easements for utilities, ingress, and egress, and the City of Covington is responsible for all charges for utilities or governmental charges or taxes levied against the property for the duration of the lease.

The updated Ground Lease Agreement extends the original agreement, under the same conditions, for five additional years, with the option to renew for another five years at the expiration of that term. Other minor adjustments to the Ground Lease Agreement language have been recommended by the City Attorney to clarify terms which have been accepted by the Tahoma School District.

ALTERNATIVES:

1. Negotiate for additional changes to the Ground Lease Agreement.
2. Not renew the Ground Lease Agreement.

FISCAL IMPACT:

No fiscal impact.

CITY COUNCIL ACTION: ____ Ordinance ____ Resolution __X__ Motion ____ Other

**Councilmember _____ moves, Councilmember _____
seconds, to authorize the City Manager to sign the Tahoma School District
Ground Lease Agreement.**

REVIEWED BY: City Manager, City Attorney, Finance Director

ATTACHMENT 1

GROUND LEASE AGREEMENT

THIS LEASE AGREEMENT (“Lease”) is made and entered into this 1st day of May, 2014, by and between Tahoma School District No. 409, a Washington municipal corporation (“Lessor”), and the City of Covington, a Washington municipal corporation (“Lessee”) (collectively the “Parties”). This Lease is subject to the terms, covenants, and conditions set forth herein. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee agree upon the following terms and conditions:

1. Property.

1.1. Property Description. Lessor hereby leases to Lessee and Lessee leases from Lessor the certain real property as described below (the “Property”):

Commencing at the monument marking the Southwest corner of the Southwest Quarter of Section 18, Township 22 North, Range 6 East, Willamette Meridian, King County, Washington; thence East along the Southerly line of said subdivision said line being the centerline of S.E. 240th Street, 60 foot wide right-of-way, a distance of 645.90 feet; thence North at right angles to said subdivision line, a distance of 42 feet to the True Point of Beginning;

Thence continuing North 168 feet; thence along a curve to the left, having a radius of 100 feet; thru a central angle of 24°50’04”, an arc distance of 43.34 feet; thence East 29.25 feet; thence South 63°26’06” East a distance of 111.80 feet to a point of 202 feet Northerly, as measured at right angles from said subdivision line; thence East 180 feet; thence South 160 feet; thence West, parallel to said sub-division line, a distance of 300 feet to the True Point of Beginning. Containing 1.3 acres more or less. All in King County, Washington.

In addition to the Property leased, Lessor will provide all convenient and necessary easements for utilities, ingress and egress.

1.2. Parking. In addition to the Property leased, for the term of this Lease Lessee shall have exclusive use during pool operation hours of forty (40) parking stalls within the Tahoma High School parking lot. Lessee shall also have the right to share with Lessor the use of the remainder of the Tahoma High School parking lot during pool operation hours as pool requirements demand. Lessee shall provide reasonable directional signs in the parking lot adequately informing the public of the permitted uses of the parking lot for swimming pool use.

2. Term. The term of this Lease shall be for a period of five (5) years from the date first above written. Upon expiration of the initial term, the Parties may mutually agree to extend the term of this Lease for an additional five (5) year term. Upon expiration of said Lease terms, Lessee shall have an option to renew this Lease upon terms to be negotiated between the Parties, it being the intent of the Parties at this date that this Lease continue for at least the useful life of the building and structures located on the Property.

3. Property Acceptance and Use. Lessee accepts the Property in the present condition and for the purpose of continuing the operation of a major indoor swimming pool.

4. Lessee Responsibilities. Lessee shall be responsible for all charges for utilities or governmental charges or taxes that should be levied against the Property and shall keep the Property in good repair and insured against all damage and liability resulting from the use thereof.

5. Lessor Rights. As further consideration for this Lease, when the pool facilities on the Property are not in use of Lessee, Lessee shall permit Lessor to use such facilities subject to a separate written Use Agreement between the Parties.

6. Indemnification. Lessee shall defend, indemnify, and hold harmless Lessor, its officers, officials, employees, and volunteers from and against any and all claims, suits, actions, or liabilities for injury of any person, or for loss or damage to property, which arises out of Lessee's use of the Property or from the conduct of Lessee's business or from any activity, work, or thing done, permitted, or suffered by Lessee in or about the Property, except only such injury or damage as shall have been caused by the sole negligence of Lessor.

Lessor shall defend and hold harmless Lessee and its officers, officials, employees, and volunteers from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by any reason of or arising out of any act or omission of the Lessor, its officers, agents, employees, and volunteers, relating to or arising out of the performance of this Lease.

The indemnification obligations contained in this Section shall not be limited by any worker's compensation, benefit, or disability laws, and each indemnifying party hereby waives any immunity that said party may have under the Washington Industrial Insurance Act, Title 51 RCW and similar worker's compensation, benefit, or disability laws.

THE LESSOR AND LESSEE ACKNOWLEDGE BY THEIR EXECUTION OF THIS LEASE THAT EACH INDEMNIFICATION PROVISION OF THIS LEASE (INCLUDING, BUT NOT LIMITED TO, THOSE RELATING TO WORKER'S COMPENSATION BENEFITS AND LAWS) WAS SPECIFICALLY NEGOTIATED AND AGREED TO BY LESSOR AND LESSEE.

The indemnities included in this section shall survive the expiration or termination of this Lease.

7. Assignment. The rights, duties, and obligations of either party to the Lease may not be assigned to any third party without the prior written consent of the other party, which consent shall not be unreasonably withheld.

8. Notices. Any notice, approval, consent, or request required or permitted under this Lease shall not be effective unless in writing. Such notices shall be addressed to the person(s) entitled to notice and shall be personally delivered or mailed to the address in the signature blocks below.

9. Final Agreement. This is the final and fully integrated agreement of the Parties and all prior agreements, statements, promises, representations and/or discussions between or among the Parties, whether or not in writing, are void if not set forth in this final lease agreement.

10. Counterparts. This Lease may be executed in counterparts.

IN WITNESS WHEREOF, the Parties agree to the terms of this Lease on the date first written above.

THE CITY OF COVINGTON:

TAHOMA SCHOOL DISTRICT NO. 409:

Michael Margonick

By:

By:

Its:

Its:

Mailing Address:

Mailing Address:

Consent Agenda Item C-4

Covington City Council Meeting

Date: June 10, 2014

SUBJECT: AUTHORIZE THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH PUGET SOUND ENERGY (PSE) FOR THE DESIGN OF UNDERGROUNDING THE POWER DISTRIBUTION SYSTEM ON SR 516 FROM JENKINS CREEK TO 185TH AVENUE SE (CIP 1127).

RECOMMENDED BY: Don Vondran, Public Works Director

ATTACHMENT(S):

1. Schedule 74 Underground Conversion – Project Design Agreement

PREPARED BY: Don Vondran, Public Works Director and Fred French, Special Projects

EXPLANATION:

This project includes the conversion of the overhead electrical distribution system on SE 272nd Street, (SR 516/Kent-Kangley) from Jenkins Creek to 185th Avenue SE to an equivalent Underground Distribution System.

In order for the Underground Distribution System to be completed, an agreement with PSE is required to complete the final design and cost estimates for the conversion work. An agreement for the physical conversion work will be considered after the final design and estimates are completed.

The SR 516 Conversion Project will replace PSE's existing overhead electrical distribution system with an Underground Distribution System within the following area (the "Conversion Area"): SR 516 (Kent-Kangley) from approximately 420' west of Jenkins Creek to approximately 150' east of 186th Avenue SE. The Conversion Project is approximately 2,950 feet in length.

ALTERNATIVES:

Keep the utilities above ground and remove the underground conversion component from the CIP project.

FISCAL IMPACT:

The preliminary estimate (design and construction) for the total undergrounding component of CIP 1127 is between \$975,000 and \$1,460,000. The City portion of this work will be 40% (PSE covers the rest) of the total cost or between \$390,000 and \$584,000. The design portion is expected to cost between \$72,000 and \$109,000. As part of the agreement, PSE will produce a more detailed estimate and schedule to complete the design work. Upon receiving that estimate and schedule, the city has ten business days to give PSE a written notice to proceed with design or can choose to terminate the contract without incurring any costs. We are requesting approval to enter into a design agreement with PSE based on a preliminary design estimate of \$109,000.

These costs are included in the scope and estimate of the project and would be reimbursable by the grant/appropriation.

CITY COUNCIL ACTION: _____Ordinance _____Resolution X Motion _____Other

Council member _____ moves, Council member _____ seconds, to authorize the City Manager to enter into an agreement with Puget Sound Energy regarding the design for undergrounding of power for the SR 516 – Jenkins Creek to 185th Avenue SE Project (CIP 1127) in an amount not to exceed \$109,000.

REVIEWED BY: City Manager, Finance Director, City Attorney



Puget Sound Energy, Inc.
6905 South 228th Street
Kent, WA 98032

May 7, 2014

Mr. Don Vondran
City of Covington
16720 SE 271st St., Ste 100
Covington, WA 98042

RE: SE 272nd St – Jenkins Creek to 186th PL SE Rd Improvements
Schedule 74 Design Agreement

Dear Mr. Vondran:

Puget Sound Energy (PSE) has reviewed the City's request for a Schedule 74 Conversions for the above referenced project. As part of the proposed improvements, the City has requested PSE to convert its existing overhead electric distribution to an underground system consistent with PSE's Rate Schedule 74.

I have enclosed two (2) original Design Agreements for signature by the appropriate City representative. Once signed, please return both originals to me for execution by PSE. I will return one of the originals to you for your file. **As noted in Section 2 of the Agreement the City has ten (10) business days from the date the agreements are fully executed, to provide PSE a written scope of work for the Conversion Project, design drawings, list of key milestone dates and a statement as to whether the City desires to install the duct and vault.** Within 10 business days after receiving these items from the City, PSE will prepare and submit to the City a reasonably detailed good faith estimate of the cost to perform the Design Work and a proposed schedule for the completion of the Design Work. The City then has another ten (10) business days to either provide PSE with a written notice to proceed with the Design or a written notice to terminate the Agreement without cost to the City.

We look forward to working with the City on this project. Please feel free to contact me at 253-395-6867 if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read 'Douglas L. Corbin', with a long horizontal line extending to the right.

Douglas L. Corbin
Municipal Liaison Manager

Cc: A. Yurovchak
B. Swart
T. Quann

Design Agreement Letter

SCHEDULE 74 UNDERGROUND CONVERSION
Project Design Agreement

Project Name: SE 272nd - Jenkins Creek to 186th PL SE Schedule 74 Conversion

THIS Agreement, dated as of this ____ day of _____, 2014, is made by and between the CITY of Covington, a Municipal Corporation (the "Government Entity"), and PUGET SOUND ENERGY, Inc., a Washington Corporation (the "Company").

RECITALS

A. The Company is a public service company engaged in the sale and distribution of electric energy and, pursuant to its franchise or other rights from the Government Entity, currently locates its electric distribution facilities within the jurisdictional boundaries of the Government Entity.

B. The Government Entity is considering conversion of the Company's existing overhead electric distribution system to a comparable underground electric distribution, as more specifically described in the Scope of Work (as defined in paragraph 2, below) furnished to the Company by the Government Entity (the "Conversion Project").

C. The Government Entity has requested that the Company perform certain engineering design services and otherwise work cooperatively with the Government Entity to develop a mutually acceptable Project Plan (as defined in paragraph 6, below) for the Conversion Project, in accordance with and subject to the terms and conditions of this Agreement (the "Design Work").

D. The Government Entity and the Company wish to execute this written contract in accordance with Schedule 74 of the Company's Electric Tariff G ("Schedule 74") to govern the Design Work for the Conversion Project.

AGREEMENT

The Government Entity and the Company therefore agree as follows:

1. Unless specifically defined otherwise herein, all terms defined in Schedule 74 shall have the same meanings when used in this Agreement.
2. The Government Entity shall, within ten (10) business days after the date of this Agreement, provide the Company with a written scope of work for the Conversion Project which includes, among other things, (a) a reasonably detailed description of the scope of the work required for the Conversion Project, (b) a list of the key milestone dates for the Conversion Project, (c) reasonably detailed drawings showing any associated planned improvements to the Public Thoroughfare, and (d) a statement as to whether the Government Entity desires to install the ducts and vaults for the Conversion Project (the "Scope of Work"). The Government Entity shall provide the Company two (2) hard copies of the Scope of Work and a copy of the relevant electronic file(s) in a mutually agreed electronic format.
3. Within ten (10) business days of its receipt of the Scope of Work, the Company shall prepare and submit to the Government Entity (a) a reasonably detailed, good faith estimate of the cost to perform the Design Work (the "Design Cost Estimate"), and (b) a proposed schedule for completion of the Design Work which, to the extent reasonably practicable, reflects the applicable key milestone dates specified in the Scope of Work and provides for completion of the Design Work within ninety (90)

business days from the date the Company receives the Government Entity's notice to proceed under paragraph 5, below (the "Design Schedule"). The proposed Design Cost Estimate and the proposed Design Schedule shall be based upon the then-current Scope of Work. Unless otherwise specified in the Scope of Work, the Design Work shall not include negotiation or acquisition of third party property rights but shall include preliminary planning between the Company and the Government Entity regarding their respective obligations for negotiating and acquiring third party property rights.

4. Within ten (10) business days after the Government Entity's receipt of the proposed Design Cost Estimate and the proposed Design Schedule from the Company, the Government Entity and the Company shall meet in order to (a) review the proposed Design Cost Estimate, (b) review the proposed Design Schedule; (c) review the Scope of Work, and (d) make any changes necessary to create a final Scope of Work, final Design Cost Estimate, and final Design Schedule that are reasonably acceptable to both parties. If the parties are unable to agree upon a final version of the Scope of Work, Design Cost Estimate, and/or Design Schedule, then either party may, by written notice to the other party, submit the matter for resolution pursuant to the dispute resolution procedures in paragraph 16, below. The final Scope of Work, Design Cost Estimate and Design Schedule, once determined in accordance with this paragraph 4, may thereafter be changed or amended only in accordance with the change procedures set forth in paragraph 13, below.
5. The Government Entity shall, within ten (10) business days after determination of the final of the Scope of Work, Design Cost Estimate, and Design Schedule, issue (a) a written notice to proceed which shall delineate the final Scope of Work, Design Cost Estimate, and Design Schedule, or (b) a written notice to terminate this Agreement without cost to the Government Entity. If the Government Entity terminates this Agreement, the costs incurred by the Company in preparing and submitting the Design Cost Estimate and the Design Schedule shall not be reimbursable to the Company, and the rights and obligations of the parties under this Agreement shall be terminated in their entirety and without liability to either party.
6. Following the Company's receipt of the notice to proceed, and within the applicable time period specified in the Design Schedule, the Company shall, with the cooperation and assistance of the Government Entity as outlined in this Agreement, prepare a project plan for the Conversion Project (the "Project Plan") which shall include, among other things, the following: (a) a detailed description of the work that is required to be performed by each party and any third party in connection with the Conversion Project (the "Construction Work"), (b) the applicable requirements, drawings, and specifications for the Construction Work, (c) a description of any operating and other property rights that are required to be obtained by each party for the Conversion Project (and the requirements and specifications with respect thereto), (d) a detailed estimate of the costs to be incurred by each party in its performance of the Construction Work, and (e) a detailed schedule for completing the Construction Work (including, without limitation, the dates for delivery of the ducts and vaults and other materials for use at the site of the Construction Work).
7. The Government Entity shall be responsible for coordinating the Design Work with all other design work to be performed in connection with the Conversion Project and any associated planned improvements to the Public Thoroughfare. The parties shall work together in an effort to mitigate the costs of the Conversion Project to each party, including, without limitation, identifying ways to accommodate the facilities of the Company to be installed as part of the Conversion Project within the Public Thoroughfare.
8. Within the applicable time period specified in the Design Schedule, the Company shall prepare and submit to the Government Entity a proposed initial draft of the Project Plan. The parties understand and acknowledge that the proposed Project Plan submitted by the Company shall be preliminary in nature and shall not include, without limitation, information required to be supplied by the Government Entity (e.g., scope and estimate of the cost of the Construction Work to be performed by the Government Entity).

9. Within the applicable time period specified in the Design Schedule, the Government Entity shall (a) review the proposed Project Plan submitted by the Company, (b) complete any information required to be supplied by the Government Entity, (c) make any changes required to conform the proposed Project Plan to the Scope of Work and this Agreement, and (d) return the amended Project Plan to the Company.
10. Within the applicable time period specified in the Design Schedule, the Company shall review the amended Project Plan submitted by the Government Entity and notify the Government Entity in writing of either the Company's acceptance of, or the Company's specific objections to, the amended Project Plan. If the Company makes any objection to the amended Project Plan, and the parties are unable to resolve the objections and mutually agree upon the Project Plan prior to the final design date specified in the Design Schedule, then either party may, by written notice to the other party, submit the matter for resolution pursuant to the dispute resolution procedures in paragraph 16, below. The Project Plan, as mutually agreed upon by the parties or established through the dispute resolution process, shall be attached to and incorporated in a Project Construction Agreement substantially in the form attached hereto as Exhibit A (the "Construction Agreement") which is to be signed by the parties prior to commencement of the Construction Work.
11. The parties intend and agree that the Design Work and the Project Plan in its final form shall conform to the following requirements:
 - (a) The Project Plan shall, if requested by the Government Entity in its initial Scope of Work, specify that the Government Entity shall install the ducts and vaults for the Conversion Project; provided that (i) the parties mutually agree upon and set forth in the Project Plan (A) the costs of such installation work to be included in the Cost of Conversion, and (B) the specifications and standards applicable to such installation work, and (ii) such installation work is accomplished by the Government Entity in accordance with the applicable design and construction specifications provided by the Company and set forth in the Project Plan.
 - (b) Each estimate of the costs to be incurred by a party shall, at a minimum, be broken down by (i) the design and engineering costs, (ii) property and related costs, including any costs of obtaining operating rights, and (iii) construction costs, including and listing separately inspection, labor, materials, and equipment.
 - (c) All facilities of the Company installed as part of the Conversion Project shall be located, and all related property and operating rights shall be obtained, in the manner set forth in the applicable provisions of Schedule 74. The Project Plan shall describe in detail the location of such facilities, any related property and operating rights required to be obtained, and the relative responsibilities of the parties with respect thereto.
 - (d) The schedule set forth in the Project Plan for completing the Construction Work shall include, at a minimum, milestone time periods for completion of the Trenching, installation of ducts and vaults, the construction and removal of any Temporary Service, and the removal of overhead facilities.
 - (e) The Project Plan may include the specification of work and requirements for Government-Requested Upgrades and Company-Initiated Upgrades; provided, however, that the costs incurred by the Company with respect to the design and engineering of Company-Initiated Upgrades shall not be included in the costs reimbursable to the Company under this Agreement or the Construction Agreement. For purposes of the foregoing, (i) the term "Government-Requested Upgrade" shall mean any feature of the Underground Distribution System which is requested by the Government Entity and is not reasonably required to make the Underground Distribution System comparable to the overhead distribution system being replaced, and (ii) the term "Company-Initiated Upgrade" shall mean any feature of the Underground Distribution System which is required by the Company and is not reasonably required to make the Underground Distribution System comparable to the overhead distribution system being replaced. For

purposes of subparagraph (ii), above, a "comparable" system shall include, unless the parties otherwise agree, the number of empty ducts (not to exceed two (2), typically having a diameter of 6" or less) of such diameter and number as may be specified and agreed upon in the final Scope of Work necessary to replicate the load-carrying capacity (system amperage class) of the overhead system being replaced. For purposes of subparagraph (i), above, any empty ducts installed at the request of the Government Entity shall be a Government-Requested Upgrade.

- (f) The Project Plan shall set forth all specifications, design standards and other requirements for the Construction Work and the Conversion Project, including, but not limited to, the following:
 - (i) applicable federal and state safety and electric codes and standards, (ii) applicable construction and other standards of the Company, and (iii) applicable street design and other standards of the Government Entity which are in effect as of the commencement of the Conversion Project.

12. Upon request of the Government Entity, and in any event at the times specified in the Design Schedule, the Company shall provide periodic reports which compare the actual costs of the Design Work incurred to that point in time to the Design Cost Estimate, as changed or amended in accordance with paragraph 13, below. Further, if at any time the Company reasonably expects that the actual cost of the Design Work will exceed the Design Cost Estimate, as changed or amended in accordance with paragraph 13, below, the Company shall notify the Government Entity immediately. Upon receipt of the Company's notice, the Government Entity may, at its option,

- (a) notify the Company in writing that this Agreement is terminated; or
- (b) request a reasonably detailed explanation supported by documentation (reasonably satisfactory to the Government Entity) to establish that the actual costs in excess of the Design Cost Estimate are:
 - (i) reasonable,
 - (ii) consistent with the Scope of Work, and
 - (iii) consistent with sound engineering practices.

If the Government Entity requests an explanation, the Government Entity shall, within ten (10) business days after receipt of the explanation,

- (a) change the Scope of Work in accordance with paragraph 13, below, or
- (b) direct the Company to continue with the Design Work without a change in the Scope of Work, but reserving to the Government Entity the right to dispute the reasonableness of the costs to be paid the Company under paragraph 14, below, in accordance with the dispute resolution procedures in paragraph 16, below, or
- (c) direct the Company to discontinue performing the Design Work pending resolution, pursuant to paragraph 16, below, of any dispute regarding the reasonableness of the costs, in which event the Design Schedule will be adjusted to reflect the delay, or
- (d) notify the Company in writing that this Agreement is terminated.

In the event the Government Entity terminates this Agreement or discontinues the performance of the Design Work under subparagraph (c), above, for more than ninety (90) days, the Government Entity shall pay the Company for all costs incurred by the Company in its performance of the Design Work prior to the date the Company receives the Government Entity's notice of termination, plus any costs incurred by the Company for materials and other items ordered or procured by the Company with the prior authorization of the Government Entity in order to meet the schedule for the Conversion Project. The foregoing payment obligation shall survive any termination of this Agreement.

13. (a) Either party may, at any time, by written notice thereof to the other party, request changes to the Scope of Work (a "Request for Change"). No Request for Change shall be effective and binding upon the parties unless signed by an authorized representative of each party. If any approved Request for Change would cause an increase in the cost of, or the time required for, the performance of any part of the Design Work, an equitable adjustment in the Design Cost Estimate and the Design Schedule shall be made to reflect such increase. The parties shall negotiate in good faith with the objective of agreeing in writing on a mutually acceptable equitable adjustment. If the parties are unable to agree upon the terms of the equitable adjustment, either party may submit the matter for resolution pursuant to the dispute resolution procedures in paragraph 16, below. Notwithstanding any dispute or delay in reaching agreement or arriving at a mutually acceptable equitable adjustment, each party shall, if requested by the other party, proceed with the Design Work in accordance with the Request for Change. Any such request to proceed must be accompanied by a written statement setting forth the requesting party's reasons for rejecting the proposed equitable adjustment of the other party.
- (b) The Design Cost Estimate and/or the Design Schedule shall be equitably adjusted from time to time to reflect any change in the costs or time required to perform the Design Work to the extent such change is caused by: (i) any Force Majeure Event under paragraph 17, below, (ii) the discovery of any condition within the Conversion Area which affects the scope, cost, schedule or other aspect of the Design Work and was not known by or disclosed to the affected party prior to the date of this Agreement, or (iii) any change or inaccuracy in any assumptions regarding the scope, cost, schedule or other aspect of the Design Work which are expressly identified by the parties in the final Scope of Work. Upon the request of either party, the parties will negotiate in good faith with the objective of agreeing in writing on a mutually acceptable equitable adjustment. If, at any time thereafter, the parties are unable to agree upon the terms of the equitable adjustment, either party may submit the matter for resolution pursuant to the dispute resolution provisions in paragraph 16, below.
14. Upon completion of the Design Work (i.e., the date on which the Project Plan is final under paragraph 10, above, either by mutual agreement of the parties or as established through the dispute resolution procedures), the Government Entity shall pay the Company all actual, reasonable costs to the Company for the Design Work (which, if disputed in good faith by the Government Entity, may be submitted by either party for resolution pursuant to the dispute resolution provisions in paragraph 16, below), plus any costs incurred by the Company for materials and other items ordered by the Company with the prior authorization of the Government Entity in order to meet the schedule for the Conversion Project. If, thereafter, the Construction Agreement is executed by the parties and the Conversion Project is completed within five (5) years from the date of this Agreement, the full amount of the costs incurred by the Company in its performance of the Design Work shall be included in the "Shared Company Costs" under the Construction Agreement and any payment of such amounts under this Agreement shall be credited to the Government Entity in calculating the "Net Amount" payable under the Construction Agreement.
15. Within sixty (60) business days after completion of the Design Work, the Company shall issue to the Government Entity an itemized invoice for the amounts payable under this Agreement. Such invoice shall be in a form mutually agreed upon by the Company and the Government Entity and shall, at a minimum, itemize the design and engineering costs, including and listing separately inspection, labor, materials and equipment. In the event the Government Entity does not verify such invoice within ten (10) business days of receipt, the Government Entity shall provide a written request to the Company specifying the additional information needed to verify the invoice. The Company will provide, within a reasonable period after receipt of any request, such documentation and information as the Government Entity may reasonably request to verify such invoice. The Government Entity shall pay the Company all amounts payable under this Agreement within thirty (30) days after receipt of the Company's invoice. Payment as provided in this Agreement shall be full compensation for the Company's performance of the Design Work, including without limitation all services rendered and all materials, supplies, equipment, and incidentals necessary to complete the Design Work.

16. Dispute Resolution Procedures:

- (a) Any dispute, disagreement or claim arising out of or concerning this Agreement must first be presented to and considered by the parties. A party who wishes dispute resolution shall notify the other party in writing as to the nature of the dispute. Each party shall appoint a representative who shall be responsible for representing the party's interests. The representatives shall exercise good faith efforts to resolve the dispute. Any dispute that is not resolved within ten (10) business days of the date the disagreement was first raised by written notice shall be referred by the parties' representatives in writing to the senior management of the parties for resolution. In the event the senior management are unable to resolve the dispute within twenty (20) business days (or such other period as the parties may agree upon), each party may pursue resolution of the dispute through other legal means consistent with the terms of this Agreement. All negotiations pursuant to these procedures for the resolution of disputes shall be confidential and shall be treated as compromise and settlement negotiations for purposes of the state and federal rules of evidence.
 - (b) Any claim or dispute arising hereunder which relates to the Scope of Work, Design Cost Estimate, and Design Schedule under paragraph 4, above; the Project Plan under paragraph 10, above; or any Request for Change (including, without limitation, any associated equitable adjustment) under paragraph 13, above; and is not resolved by senior management within the time permitted under paragraph 16(a), above, shall be resolved by arbitration in Seattle, Washington, under the Construction Industry Arbitration Rules of the American Arbitration Association then in effect. The decision(s) of the arbitrator(s) shall be final, conclusive and binding upon the Parties. All other disputes shall be resolved by litigation in any court or governmental agency, as applicable, having jurisdiction over the Parties and the dispute.
 - (c) In connection with any arbitration under this paragraph 16, costs of the arbitrator(s), hearing rooms and other common costs shall be divided equally among the parties. Each party shall bear the cost and expense of preparing and presenting its own case (including, but not limited to, its own attorneys' fees); provided, that, in any arbitration, the arbitrator(s) may require, as part of his or her decision, reimbursement of all or a portion of the prevailing party's costs and expenses by the other party.
 - (d) Unless otherwise agreed by the parties in writing, the parties shall continue to perform their respective obligations under this Agreement during the pendency of any dispute.
17. In the event that either party is prevented or delayed in the performance of any of its obligations under this Agreement by reason beyond its reasonable control (a "Force Majeure Event"), then that party's performance shall be excused during the Force Majeure Event. Force Majeure Events shall include, without limitation, war; civil disturbance; flood, earthquake or other Act of God; storm, earthquake or other condition which necessitates the mobilization of the personnel of a party or its contractors to restore utility service to customers; laws, regulations, rules or orders of any governmental agency; sabotage; strikes or similar labor disputes involving personnel of a party, its contractors or a third party; or any failure or delay in the performance by the other party, or a third party who is not an employee, agent or contractor of the party claiming a Force Majeure Event, in connection with the Work or this Agreement. Upon removal or termination of the Force Majeure Event, the party claiming a Force Majeure Event shall promptly perform the affected obligations in an orderly and expedited manner under this Agreement or procure a substitute for such obligation. The parties shall use all commercially reasonable efforts to eliminate or minimize any delay caused by a Force Majeure Event.
18. This Agreement is subject to the General Rules and Provisions set forth in Tariff Schedule 80 of the Company's electric Tariff G and to Schedule 74 of such Tariff as approved by the Washington Utilities and Transportation Commission and in effect as of the date of this Agreement.

19. Any notice under this Agreement shall be in writing and shall be faxed (with a copy followed by mail or hand delivery), delivered in person, or mailed, properly addressed and stamped with the required postage, to the intended recipient as follows:

If to the Government Entity:

City of Covington
16720 SE 271st St., Ste 100
Covington, WA 98042
Attn: Don Vondran
Fax: 253-638-1122

If to the Company:

Puget Sound Energy, Inc.
6905 S. 228th St.
Kent, WA 98032
Attn: Doug Corbin
Fax: 253-395-6882

Either party may change its address specified in this paragraph by giving the other party notice of such change in accordance with this paragraph.

20. This Agreement shall in all respects be interpreted, construed and enforced in accordance with the laws of the State of Washington (without reference to rules governing conflict of laws), except to the extent such laws may be preempted by the laws of the United States of America.
21. This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof and all other agreements and understandings of the Parties, whether written or oral, with respect to the subject matter of this Agreement are hereby superseded in their entireties.
22. This Agreement shall be binding upon and inure to the benefit of the respective successors, assigns, purchasers, and transferees of the parties, including but not limited to, any entity to which the rights or obligations of a party are assigned, delegated, or transferred in any corporate reorganization, change of organization, or purchase or transfer of assets by or to another corporation, partnership, association, or other business organization or division thereof.

Government Entity:

Company:

City of Covington

PUGET SOUND ENERGY, INC.

BY _____

BY _____

ITS _____

ITS Municipal Liaison Manager

Date Signed _____

Date Signed _____

Approved as to form:

Consent Agenda Item C-5

Covington City Council Meeting

Date: June 10, 2014

SUBJECT: AUTHORIZE THE CITY MANAGER TO EXECUTE AN AGREEMENT FOR SERVICES WITH EVERSON'S ECONO-VAC, INC. FOR STORMWATER SYSTEM CLEANING.

RECOMMENDED BY: Don Vondran, Public Works Director

ATTACHMENT(S):

1. Bid Proposal Spreadsheet
2. Agreement for Services for Stormwater System Cleaning

PREPARED BY: Ross Junkin, Maintenance Supervisor

EXPLANATION:

The Public Works Department solicited bids from all the catch basin cleaning/vactoring/jet rodding companies identified on the Municipal Research and Services Center (MRSC) Small Works Roster. Sixteen companies requested the bid specifications packet. Seven companies provided complete bid proposals for the service. The lowest bid (Everson's Econo-Vac, Inc.) is listed below.

Everson's Econo-Vac, Inc.

YEAR 1

Item No.	Description	Bid Qty	Unit	Unit Rate	Total Amount
1	Catch Basins - Type I	975	Each	33.95	\$33,101.25
2	Catch Basins - Type II	321	Each	44.50	\$14,284.50
3	Stormfilters	124	Each	69.75	\$8,649.00
Year 1 Total					\$56,034.75

YEAR 2

Item No.	Description	Bid Qty	Unit	Unit Rate	Total Amount
4	Catch Basins - Type I	830	Each	33.95	\$28,178.50
5	Catch Basins - Type II	150	Each	44.50	\$6,675.00
6	Pre-Settling Tanks	12	Each	700.00	\$8,400.00
Year 2 Total					\$43,253.50

YEAR 3

Item No.	Description	Bid Qty	Unit	Unit Rate	Total Amount
7	Catch Basins - Type I	772	Each	33.95	\$26,209.40
8	Catch Basins - Type II	270	Each	44.50	\$12,015.00
9	Stormfilters	124	Each	69.75	\$8,649.00
Year 3 Total					\$46,873.40

GRAND TOTAL (YEARS 1 + 2 + 3)	\$146,161.65
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ADDITIONAL HOURLY SERVICES

Item No.	Description	Unit	Hourly Rate
10	Pipe Jetting/Cleaning	Hour	\$185.00
11	Emergency Response	Hour	\$223.00

Staff requests the City Council to award the Stormwater System Cleaning Agreement to the lowest, most qualified bidder, Everson's Econ-Vac, Inc., for a three (3) year agreement in an amount not to exceed \$180,000 to clean the stormwater systems of Covington as outlined in the agreement.

The stormwater system cleaning agreement will include additional funds for pipe cleaning and emergency response (approximately \$10,000/yr).

ALTERNATIVES:

Reject all bids and re-advertise the project for competitive bids later.

The staff recommends entering into the agreement at this time. The bid is a good one and bidding the project again will not likely yield a better price.

FISCAL IMPACT:

The Agreement for Services with Everson's Econo-Vac, Inc. for Stormwater System Cleaning will cost \$180,000 including discretionary items (Pipe Jetting/Cleaning and Emergency Response).

Pipe jetting is a necessary component in maintaining the storm system. The city anticipates spending approximately \$10,000/yr for this work.

Covington's 2014 budgeted amount for this activity is \$90,000 (Surface Water Management Fund) of which we anticipate spending \$66,000. Last year's (2013) stormwater cleaning low bid (awarded) came in at approximately \$74,000 (without pipe jetting costs).

The contract is written with a not to exceed amount of \$180,000. Some of the work is discretionary and emergent in nature. These tasks will be completed as issues are identified in

order to keep the systems functioning at an appropriate level and to meet federal and state requirements for system maintenance. Because of these increased mandatory requirements, these services must be provided.

CITY COUNCIL ACTION: _____ Ordinance _____ Resolution X Motion _____ Other

**Councilmember _____ moves, Councilmember _____
seconds, to authorize the City Manager to execute an Agreement for
Services with Everson’s Econo-Vac, Inc. for Stormwater System Cleaning.**

REVIEWED BY: City Manager, City Attorney, Finance Director

ATTACHMENT 1

	Company Name	Year 1 Bid Amount	Year 2 Bid Amount	Year 3 Bid Amount	Total Bid Amount	Pipe Jetting Hourly Rate	Emergency Response Hourly Rate	Signed Bid Proposal	Equipment Inventory	Disposal Sites
1	Everson's Econo-Vac, Inc.	\$ 56,034.75	\$ 43,253.50	\$ 46,873.40	\$ 146,161.65	\$ 185.00	\$ 223.00	X	X	X
2	Olson Brothers Pro-Vac, LLC	\$ 74,568.56	\$ 52,893.63	\$ 62,346.17	\$ 189,808.36	\$ 230.00	\$ 275.00	X	X	X
3	Phoenix Environmental Services Inc.	\$ 65,655.22	\$ 76,975.68	\$ 54,888.61	\$ 197,519.51	\$ 190.00	\$ 255.00	X	X	X
4	Northwest Cascade, Inc. (DBA Flowhawks)	\$ 70,337.62	\$ 70,040.59	\$ 60,531.51	\$ 200,909.72	\$ 180.00	\$ 180.00	X	X	X
5	Best Parking Lot Cleaning Inc.	\$ 92,872.55	\$ 68,656.92	\$ 77,744.57	\$ 239,274.04	\$ 175.00	\$ 175.00	X	X	X
6	Ventilation Power Cleaning, Inc.	\$ 185,072.86	\$ 109,903.20	\$ 178,653.52	\$ 473,629.58	\$ 192.00	\$ 192.00	X	X	X
7	Drakkar Industries	\$ 271,863.81	\$ 77,018.03	\$ 311,102.14	\$ 659,983.98	\$ 175.00	\$ 175.00	X	X	X

**CITY OF COVINGTON
AGREEMENT FOR SERVICES**

ATTACHMENT 2

Between: City of Covington and Everson's Econo-Vac, Inc.
Project: Stormwater System Cleaning
Commencing: June 10, 2014
Terminating: June 10, 2017
Amount: Not to Exceed \$180,000

THIS AGREEMENT FOR SERVICES ("Agreement") is entered into this 10th day of June, 2014, by and between the City of Covington ("City"), a Washington municipal corporation, and Everson's Econo-Vac, Inc. ("Contractor"), a corporation.

RECITALS:

A. The City seeks the temporary services of a skilled independent contractor capable of working without direct supervision to perform stormwater system cleaning services on behalf of the citizens of Covington; and

B. The City has taken the lead administrative role of requesting bids for said services and has selected the Contractor to perform said services; and

C. The Contractor has the requisite skill and experience necessary to provide said services; and

D. The purpose of this Agreement is to establish the terms and conditions under which the Contractor will perform said services.

NOW, THEREFORE, in consideration of the mutual promises and agreements set forth herein, the City and the Contractor do hereby agree as follows:

1. Engagement. The City, acting pursuant to its vested authority, does hereby engage the Contractor and the Contractor does hereby agree to perform on behalf of the City the services more particularly described herein.

2. Scope of Services. Upon written authorization from the City to proceed, the Contractor shall perform the services described on Exhibit "A", attached hereto and incorporated herein by this reference ("Services"), in a manner consistent with the accepted practices for similar services, performed to the City's satisfaction, within the time period prescribed by the City and pursuant to the direction of the City Manager or his or her designee. In performing the Services, the Contractor shall comply with all federal, state and local laws and regulations, including, without limitation, all City codes, ordinances, resolutions, standards and policies, as now existing or hereafter adopted or amended, that may be applicable to its performance. To the extent required by law, the Contractor and all subcontractors shall pay no less than the prevailing wage rate to employees performing work under this Agreement and shall submit a "Statement of Intent to Pay Prevailing Wages" and an "Affidavit of Wages Paid" in compliance with RCW 39.12.

3. Term of Agreement. This Agreement shall be in full force and effect for a period commencing upon execution and ending upon the completion of the Services, but in any event no later than June 10, 2017, unless earlier terminated under the provisions of this Agreement. This Agreement may be extended for additional periods of time upon the mutual written agreement of the City and the Contractor. Time is of the essence in each and every term of this Agreement.

4. Compensation and Method of Payment.

4.1 Compensation. In consideration of the Contractor performing the Services, the City agrees to pay the Contractor an amount not to exceed \$180,000.

4.2 Method of Payment. Payment for Services shall be made after the Services have been satisfactorily performed, a voucher or invoice is submitted in a form acceptable to the City within thirty (30) days of performance of the Services, and the same is approved by the appropriate City representative. Payment shall be made by the City no later than ten (10) days after the City's Council approval of the invoiced amount.

4.3 First Invoice. Prior to or along with the first invoice submitted, the Contractor shall return to the City a completed "Request for Taxpayer Identification Number and Certification", also known as IRS Form W-9.

4.4 Contractor Responsible for Taxes. The Contractor shall be solely responsible for the payment of any taxes imposed by any lawful jurisdiction as a result of the performance and payment of this Agreement.

5. Warranty. The Contractor warrants that it has the requisite training, skill and experience necessary to provide the Services and is appropriately accredited and licensed by all applicable agencies and governmental entities, including but not limited to being registered to do business in the City of Covington by obtaining a City of Covington business license. The Contractor shall be responsible for the professional quality, technical adequacy and accuracy, timely completion and coordination of all plans, designs, drawings, specifications, reports and other services prepared or performed pursuant to this Agreement. The Contractor shall perform its work in accordance with the requirements of this Agreement and pursuant to the standards of professional care, skill, diligence and competence as are normally exercised by other members and/or firms of the profession in good standing working under the same or similar conditions and circumstances and in similar communities as the services provided by the Contractor under this Agreement. The Contractor shall be responsible for the professional standards, performance and actions of all persons and firms performing work pursuant to this Agreement on behalf of the Contractor. The City shall also have the right to deduct from payments to the Contractor any costs or damages incurred by the City, or which may be incurred by the City, as a result of the Contractor's failure to comply with the requirements of the Agreement or failure to meet the professional standard of care and skill, or both. The City's approval of plans, drawings, designs, specifications, reports and other products of the professional services rendered hereunder shall not in any way relieve the Contractor of responsibility for the technical adequacy or accuracy thereof. Neither the City's review, approval, acceptance of, and/or payment for any services shall be construed to operate as a

waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

6. Ownership and Use of Documents. Any and all original and copies of records, reports, designs, files, documents, drawings, specifications, data or information, regardless of form or format, and all other materials prepared or produced by the Contractor in connection with the Services shall be the property of the City whether the project for which they were created is executed or not. At the termination or cancellation of this Agreement, any and all such records or information remaining in the possession of the Contractor shall be delivered to the City.

7. Independent Contractor. It is the intention and understanding of the City and the Contractor that the Contractor shall be an independent contractor and that the City shall be neither liable nor obligated to pay the Contractor sick leave, vacation pay or any other benefit of employment. The Contractor shall pay all income and other taxes due. Industrial or any other insurance that is purchased for the benefit of the City, regardless of whether such may provide a secondary or incidental benefit to the Contractor, shall not be deemed to convert this Agreement to an employment contract. The Contractor will be solely responsible for its acts and for the acts of its agents, employees, sub contractors or representatives during the performance of this Agreement. Nothing in this Agreement shall be considered to create the relation of employer and employee or principal and agent between the parties hereto. The Contractor shall have the sole judgment of the means, mode or manner of the actual performance of this Agreement. The Contractor, as an independent Contractor, assumes the entire responsibility for carrying out and accomplishing this Agreement.

8. Indemnification. To the maximum extent permitted by law, Contractor shall defend, indemnify and hold harmless the City of Covington and all of its officials, employees, principals and agents from all claims, demands, suits, actions, and liability of any kind, including injuries to persons or damages to property, which arise out of, are connected with, or are due to any errors, omissions or negligent acts of Contractor, its employees, agents, volunteers or representatives in performance of this Agreement; provided, however, that if (and only if) the provisions of RCW 4.24.115 apply to the work and services under this Agreement and any such damages and injuries to persons or property are caused by or result from the concurrent negligence of Contractor, its employees, agents, volunteers or representatives and the City or its employees, agents, or representatives, the indemnification applies only to the extent of the negligence of Contractor, its employees, volunteers, agents, or representatives. In the event of any such claims, demands, suits, actions, and lawsuits, Contractor shall assume all costs of defense thereof, including administrative and legal fees incurred by the City, and of all resulting judgments that may be obtained against the City or any of its officers, principals, agents, or employees. If resulting there from, any lien is placed upon property of the City or any of its officers, principals, agents, or employees, Contractor shall at once cause the same to be dissolved and discharged by giving bond or otherwise. Contractor specifically assumes potential liability for actions brought by Contractor's own employees against the City and for that purpose Contractor specifically waives, as respects the City only, any immunity under the Worker's Compensation Act, RCW Title 51; and Contractor recognizes that this waiver was the subject of mutual negotiation and specifically entered into pursuant to the provision of RCW 4.24.115, if applicable. In the event either party incurs attorney's fees, costs or

other legal expenses to enforce the provisions of this section against the other party, all such fees, costs and expenses shall be recoverable by the prevailing party.

The provisions of this Section shall survive any expiration or termination of this Agreement.

9. Insurance. The Contractor shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of work hereunder by the Contractor, its agents, representatives or employees. Contractor's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the City of Covington's recourse to any remedy available at law or in equity. The Contractor shall at a minimum obtain and carry the following insurance in such forms and with such carriers who have a rating satisfactory to the City:

9.1 Workers' compensation and employer's liability insurance in amounts sufficient pursuant to the laws of the State of Washington;

9.2 Commercial general liability insurance covering liability arising from premises, operations, independent contractors, personal injury and advertising injury and written on ISO occurrence form CG 00 01 with combined single limits of liability not less than \$1,000,000 each occurrence, \$2,000,000 general aggregate for bodily injury, including personal injury or death, products liability and property damage.

9.3 Automobile liability insurance covering all owned, non-owned, hired and leased vehicles and written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage with combined single limits of liability not less than \$1,000,000 per accident for bodily injury, including personal injury or death and property damage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

The City of Covington shall be named as additional insured on all such insurance policies, with the exception of workers' compensation coverage(s) if the Contractor participates in a state-run workers' comp program. The Contractor shall provide original certificates of insurance and a copy of the amendatory endorsement, concurrent with the execution of this Agreement, evidencing such coverage and, at City's request, furnish the City with copies of all insurance policies and with evidence of payment of premiums or fees of such policies. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII. All insurance policies shall contain a clause of endorsement providing that they may not be terminated or materially amended during the Term of this Agreement, except after thirty (30) days prior written notice to the City. If the Contractor's insurance policies are "claims made," the Contractor shall be required to maintain tail coverage for a minimum period of three (3) years from the date this Agreement is actually terminated or upon project completion and acceptance by the City. The Contractor's failure to maintain such insurance policies shall be grounds for the City's immediate termination of this Agreement.

The provisions of this Section shall survive the expiration or termination of this Agreement with respect to any event occurring prior to such expiration or termination.

10. Books and Records. The Contractor agrees to maintain books, records, and documents which sufficiently and properly reflect all direct and indirect costs related to the performance of the Services and maintain such accounting procedures and practices as may be deemed necessary by the City to assure proper accounting of all funds paid pursuant to this Agreement. These records shall be subject, at all reasonable times, to inspection, review or audit by the City, its authorized representative, the State Auditor, or other governmental officials authorized by law to monitor this Agreement.

11. Termination.

11.1 Prior to the expiration of the Term, this Agreement may be terminated immediately, with or without cause, by the City. The Contractor may terminate this Agreement upon sixty (60) days notice to the City. In the event of termination or suspension, all finished or unfinished documents, data, studies, worksheets, models, reports or other materials prepared by the Contractor pursuant to this Agreement shall be submitted to the City within five (5) days of the date of termination.

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

11.3 This provision shall not prevent the City from seeking any legal remedies it may otherwise have for the violation, default, or nonperformance of any provision of this Agreement. The remedies provided in this paragraph shall be in addition to any other remedy the City may have at law or in equity.

12. Discrimination. In all Contractor services, programs or activities, and all Contractor hiring and employment made possible by or resulting from this Agreement, there shall be no discrimination by the Contractor or by the Contractor's employees, agents, subcontractors or representatives against any person because of sex, age (except minimum age and retirement provisions), race, color, creed, national origin, marital status or the presence of any disability, including sensory, mental or physical handicaps, unless based upon a bona fide occupational qualification in relationship to hiring and employment. This requirement shall apply, but not be limited to the following: employment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor shall not violate any of the terms of Chapter 49.60 RCW, Title VII of the Civil Rights Act of 1964, the Americans With Disabilities Act, Section 504 of the Rehabilitation Act of 1973 or any other applicable federal, state or local law or regulation regarding non-discrimination. Any material violation of this provision shall be grounds for termination of this Agreement by the City and, in the case of the Contractor's breach, may result in ineligibility for further City agreements.

13. Assignment and Subcontract. The Contractor shall not assign or transfer any interest in this Agreement or subcontract any portion of the services contemplated hereunder without the prior written consent of the City.

14. Conflict of Interest. The Contractor represents to the City that it has no conflict of interest in performing any of the services described herein. It is recognized

that the Contractor may or will be performing services during the Term for other parties; provided, however that such performance of other services shall not conflict with or interfere with the Contractor's ability to perform the Services. In the event that the Contractor is asked to perform services for a project with which it may have a conflict, the Contractor shall immediately disclose such potential conflict to the City. The Contractor agrees to resolve any actual conflicts of interest in favor of the City.

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

16. Entire Agreement. This Agreement, including the exhibits attached hereto, constitutes the entire agreement between the parties with respect to the subject matter of this Agreement. There are no promises, terms, conditions or obligations other than those contained herein, and this Agreement shall supersede all previous communications, negotiations, representations or agreements, either verbal or written, between the parties hereto concerning the subject matter of this Agreement.

17. Amendment. This Agreement may not be modified or amended except by writing signed by all parties hereto.

18. No Waiver. Failure or delay of the City to declare any breach or default immediately upon occurrence shall not waive such breach or default. Failure of the City to declare one breach or default does not act as a waiver of the City's right to declare another breach or default.

19. Successors. Subject to the provisions of paragraph 13 above, this Agreement shall inure to the benefit of and be binding upon the parties, their respective heirs, executors, administrators, personal representatives, successors and assigns.

20. Severability. Each and every provision of this Agreement shall be deemed to be severable. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and the Agreement shall be construed in all respects as if such invalid or unenforceable provision were not a part of this Agreement.

21. Notices. All notices, payments and other communications hereunder shall be in writing and shall be deemed to have been duly given if personally delivered or mailed, by first class or certified mail, with postage prepaid,

if to the Contractor, to:

Lisa A. Everson
Everson's Econo-Vac, Inc.
P.O. Box 428
Sumner, WA 98390

or to such other person or place as the Contractor shall furnish to the City in writing;
and

if to the City, to:

City of Covington
Attn: Maintenance Supervisor
16720 SE 271st Street, Suite100
Covington, WA 98042

or to such other person or place as the City shall furnish to the Contractor in writing.

Notices and payments shall be deemed given upon personal delivery or, if mailed, upon the earlier of actual receipt or three (3) business days after the date of mailing.

22. Governing Law; Venue. This Agreement shall be interpreted in accordance with the laws of the State of Washington. The venue for any cause of action arising out of this Agreement shall be King County, Washington.

23. Attorney's Fees. In the event of any default under this Agreement, the substantially defaulting party agrees to pay the substantially non-defaulting party's reasonable expenses which the latter incurs by reason thereof, including but not limited to reasonable attorney's fees, whether with respect to the investigation of such default or the determination of the application or the pursuit of remedies with respect thereto, or in legal proceedings, or otherwise. The term "legal proceedings" as used in this paragraph shall include all litigation, arbitration, administrative, bankruptcy and judicial proceedings, including appeals therefrom.

24. Survival of Representations. The representations and warranties of the City and the Contractor contained hereto shall survive indefinitely.

25. Independent Counsel. The Contractor acknowledges that the drafter of this Agreement is the City's legal representative to whom the Contractor does not look to for any legal counseling or legal advice with regard to this transaction. The Contractor further acknowledges that it has been advised to consult with independent legal counsel and has had an opportunity to do so. By signing this Agreement, the Contractor acknowledges that it has consulted with independent legal counsel of its choice or has knowingly waived the right to do so. There shall be no presumption of draftsmanship in favor of or implied against any party hereto.

26. Authority. Each individual executing this Agreement on behalf of the City and the Contractor represents and warrants that such individuals are duly authorized to execute and deliver this Agreement on behalf of the Contractor or the City.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year written above.

CITY OF COVINGTON

By: Derek Matheson
Its: City Manager

Attest:

Approved as to form:

Sharon Scott, City Clerk

Sara Springer, City Attorney

EVERSON'S ECONO-VAC, INC.

By: _____
Its: _____

STATE
OF WASHINGTON)

) ss.
COUNTY OF _____)

On this day personally appeared before me _____, to me known to be the _____ of _____ that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument and that the seal affixed, if any, is the corporate seal of said corporation.

GIVEN my hand and official seal this ____ day of June, 2014.

(typed/printed name of notary)
Notary Public in and for the State of Washington.
My commission expires _____

City of Covington
Small Public Works Roster
Stormwater System Cleaning
EXHIBIT A

SCOPE OF SERVICES

The Contractor agrees to provide storm sewer cleaning services during this contract as follows. See Covington maps and spreadsheet for more details (Exhibits B, and C)

1. Year 1

1.1. Clean all Catch Basins – Type I and II (approximately 975 Type I and 321 Type II).

These quantities include structures in stormwater retention facilities mostly in Maintenance Zone 1. All structures will be thoroughly vacuum cleaned and operational. All storm filter structures (12) shall be thoroughly washed and vacuum cleaned. All structures shall be inspected and a report shall be provided to the city.

1.2. Filter Replacement (124/ea). All structures with storm filters shall be vactored/cleaned to the point that there is no sediment or water left in the structure. All storm filter structures (12) shall be thoroughly washed and vacuum cleaned. The cleaning of the structures in which the filters reside shall be incidental to the per-each price of Bid Item No. 3 Stormfilters.

2. Year 2

2.1. Clean all Catch Basins – Type I and II (approximately 830 Type I and 150 Type II).

These quantities shall include structures in Stormwater Retention Facilities in Maintenance Zone 4. All structures will be thoroughly vacuum cleaned and operational. All Pre-Settling Tanks (12) will be thoroughly washed and vacuum cleaned.

3. Year 3

3.1. Clean all Catch Basins – Type I and II (approximately 772 Type I and 270 Type II).

These quantities shall include structures in Stormwater Retention Facilities in Maintenance Zones 2 and 3. All structures will be thoroughly vacuum cleaned and operational.

3.2. Filter Replacement (124/ea). All structures with storm filters shall be vactored/cleaned to the point that there is no sediment or water left in the structure. All storm filter structures (12) shall be thoroughly washed and vacuum cleaned. The cleaning of the structures in which the filters reside shall be incidental to the per-each price of Bid Item No. 9 Stormfilters.

4. Ad-Hoc Services. The Contractor shall perform pip jetting/cleaning and emergency call-out services upon the City's request.

- 5. Service Requirements.** Contractor will perform the services pursuant to the following:
- 5.1.** Contractor will provide all necessary labor, material, and equipment to perform the work described herein.
 - 5.2.** Cleaning catch basins will consist of vactoring sediment/debris and/or water from structure. Cleaning of vault/pre-settling tanks will consist of washing of interior walls and vactoring of sediment/debris and/or water from structure. It is the bidder's responsibility to verify conditions prior to submitting a bid.
 - 5.3.** Contractor will follow a systematic route for cleaning all Type I and Type II Catch Basins within the identified area, including those in stormwater retention facilities.
 - 5.4.** Contractor will submit a spreadsheet that details CB#, structure type, date cleaned, condition, sediment load, evidence of illicit discharge, as well as comments indicating other conditions (e.g., issues, sediment in pipes, etc.). The City will provide an Excel spreadsheet to the Contractor for this purpose. This spreadsheet shall be submitted electronically along with the invoice for payment as well as copies of waste disposal receipts from an approved/permitted facility. Payment will not be processed until all of these documents are submitted to the City.
 - 5.5.** Contractor will assess the condition of Type I and Type II Catch Basins after cleaning and notify the City of Covington Maintenance Supervisor if any deficiencies or issues are found.
 - 5.6.** Before leaving each catch basin location, contractor will clean all catch basin frames and grates/lids with high-pressure water.
 - 5.7.** Contractor will dispose of the sediment in accordance with Washington State Department of Ecology requirements. The Contractor shall obtain any necessary permits or licenses required to perform these services.
 - 5.8.** The Contractor's bid item prices shall include all disposal costs associated with cleaning of the storm facilities called out in this contract. This includes any testing requirements, permitting, etc. No separate payment will be made for disposal or testing of material. Again, the Contractor will provide the City with copies of the waste disposal receipts from an approved disposal facility. Prior to receiving payment for said work done. For details on pre-settling tanks to be cleaned (see Exhibit C).
 - 5.9.** Contractor will provide emergency response 24-hours a day upon request by the City. The Contractor must be able to meet a sixty (60) minute maximum response time in an emergency/after hours call out.
 - 5.10.** Contractor shall be trained in illicit discharge detection and spill response, to include identification of hazardous materials in the drainage system, reporting of discharges found and proper cleanup and disposal of hazardous materials.

- 5.11.** Contractor will provide the City of Covington Maintenance Supervisor with work schedules prior to work commencing.
- 5.12.** The City of Covington shall be invoiced within thirty (30) days of completion of work.
- 5.13.** Stormwater Facility Map: The City of Covington will provide a map showing the locations of the stormwater facilities to the bidder that is awarded this contract.
- 5.14.** Filter Replacement: There are approximately 248 filters (124 in year one, 124 in year 3) that will be replaced as part of this contract. Catch Basins and Vaults containing filters shall be thoroughly cleaned. Existing filter media will be vacuumed out, removed, and new filters installed by the Contractor. All used filters shall be removed, placed on a pallet, shrink wrapped, and delivered undamaged to a location as directed by the city. This location shall be within ten (10) miles of the City of Covington. New replacement filters will be provided to the Contractor by the City. The Contractor shall make arrangements to pick up new filters from a City facility. The Contractor will notify the City a minimum of forty-five (45) days prior to needing filters from the City. The removed plastic filter shells shall be handled with care so that they are not damaged. Any damage to new or used filters or City structures shall be repaired or replaced at the Contractor's sole expense. The price for Bid Item 3 and 9 Storm filters (per each filter) shall include the removal and disposal of the used filter media, pick up and installation of the new City provided filter, cleaning of the inside of the filter vault, and delivery of the used, undamaged filter shell to the City.

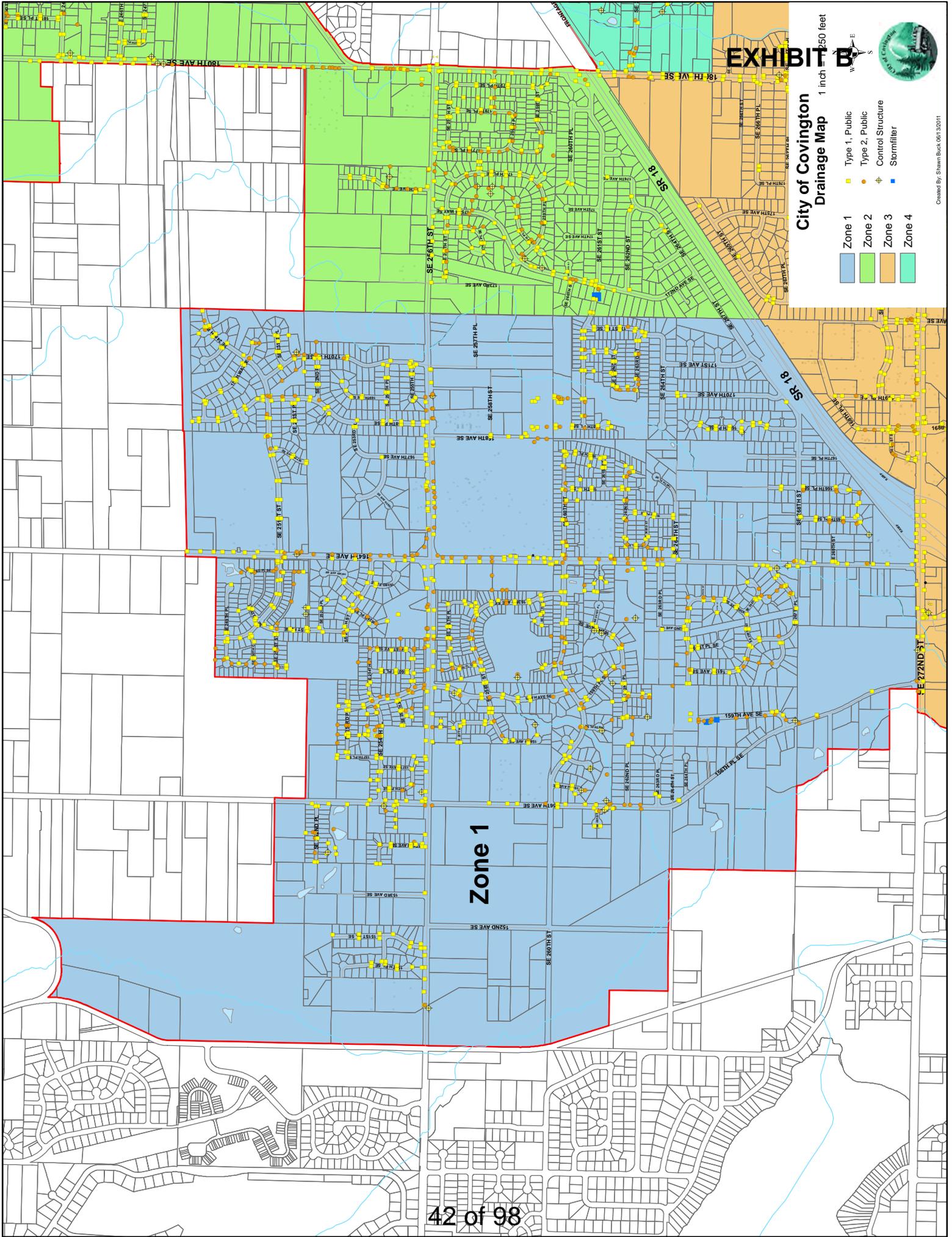


EXHIBIT B

1 inch = 250 feet



- Zone 1
- Zone 2
- Zone 3
- Zone 4
- Type 1, Public
- Type 2, Public
- Control Structure
- Stormwater Inlet

Created By: Shawn Black 06/13/2011

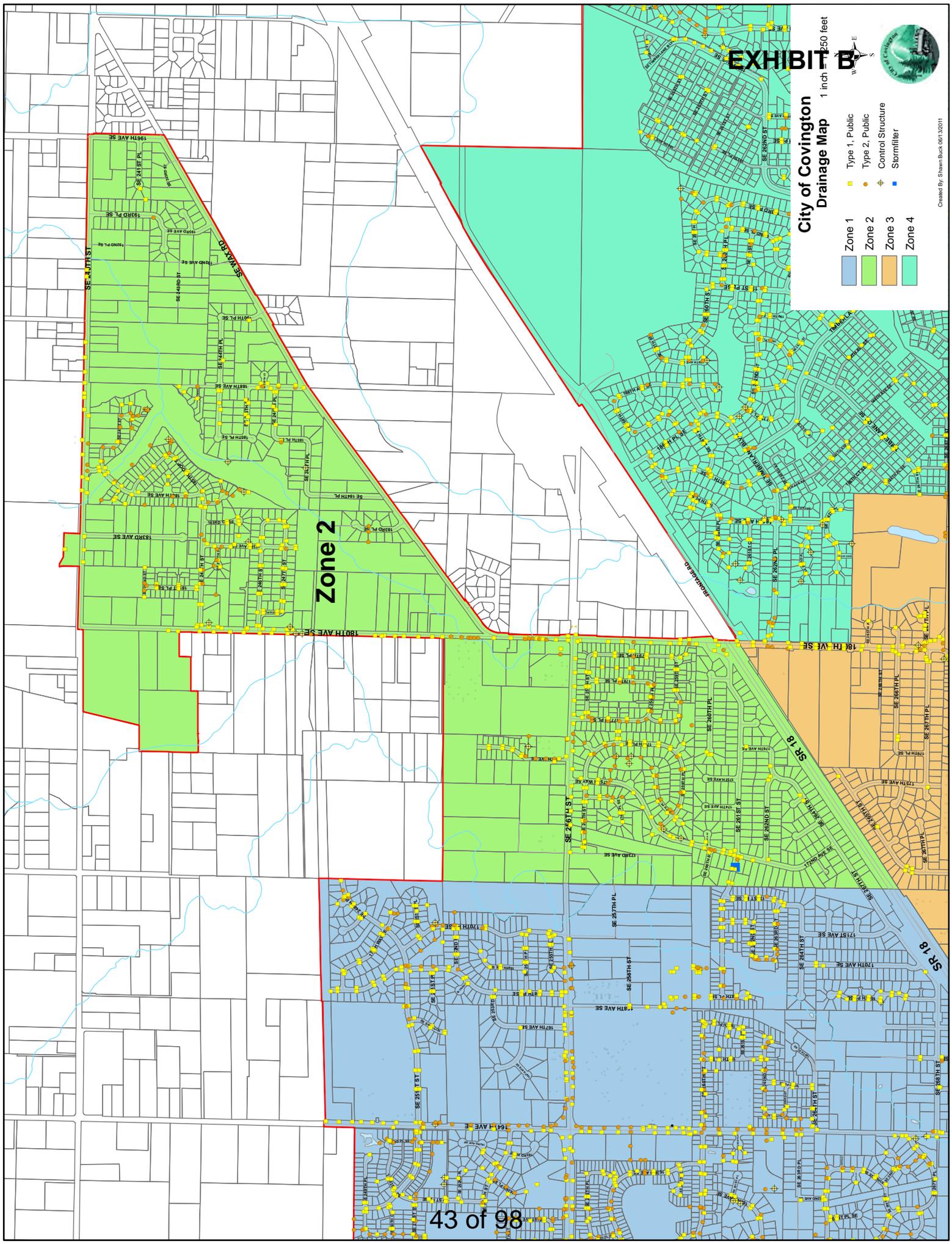
Zone 1

EXHIBIT B

City of Covington
Drainage Map
1 inch = 250 feet



- Zone 1
- Zone 2
- Zone 3
- Zone 4
- Type 1, Public
- Type 2, Public
- Control Structure
- Stormfilter



Zone 2

Created By: Shawn Buck 06/13/2011

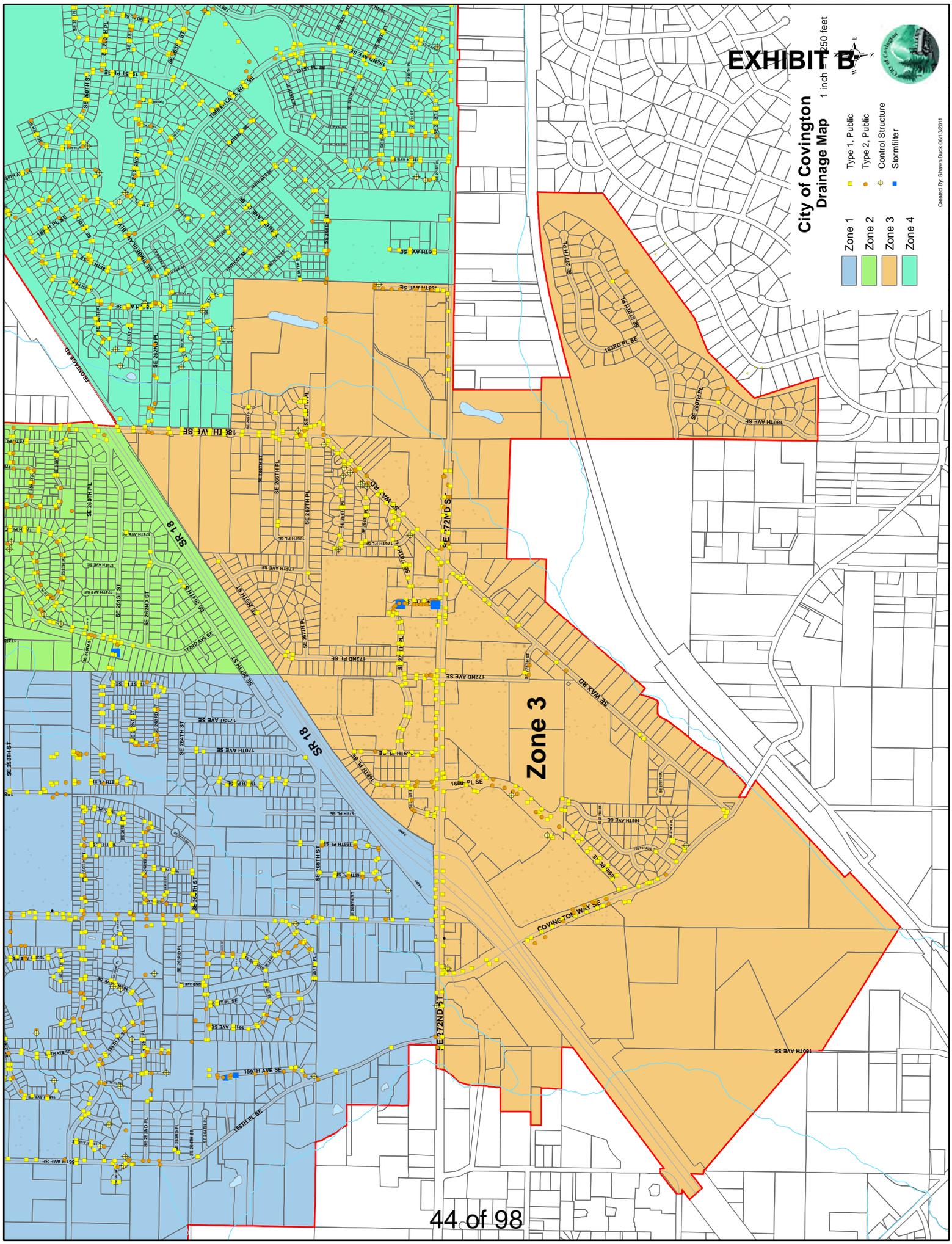
EXHIBIT B

City of Covington Drainage Map

1 inch = 250 feet



- Zone 1
- Zone 2
- Zone 3
- Zone 4
- Type 1, Public
- Type 2, Public
- Control Structure
- Stormfilter



Created By: Shawn Buck 06/13/2011

EXHIBIT B

1 inch = 250 feet



City of Covington Drainage Map

- Zone 1
- Zone 2
- Zone 3
- Zone 4
- Type 1, Public
- Type 2, Public
- Control Structure
- Stormfilter

Zone 4

Created By: Shawn Black 06/13/2011

CITY OF COVINGTON Structure/Stormfilter Inventory



CONTRACT YEAR

Stormfilter Facilities	Facility ID	AKA	Project	Presettling Structure	Type / Size	Filters	Structure	2014	2015	2016
174th PL SE & SE 270th PL	DI31093	Vet Clinic	LID 99-01	(2)x50'-60"	Vault 8'x16'	20	70'-60" infiltration	Filters/Vault	Tanks	Filters/Vault
174th PL SE & SE 272nd ST	DI31072	Jiffy Lube	LID 99-01	(2)x50'-60"	Vault 8'x16'	20	70'-60" infiltration	Filters/Vault	Tanks	Filters/Vault
172nd AVE SE & SE 272nd ST	DI31071	Walgreens	LID 99-01	(1) 25'-60"	Vault 6'x12'	5	35'-48" infiltration	Filters/Vault	Tanks	Filters/Vault
SE 256th ST & 168th AVE SE	DV11216	N/A	1034	(2)x80'-48"/(2)x130'-48"	Vault 8'x16'	31	Direct outfall	Filters/Vault	Tanks	Filters/Vault
SE 272nd st & WAX RD	DV31100	N/A	1039	(1) 8'x14' HDS Vault	Vault 8'x16'	18	Direct outfall	Filters/Vault	HDS Vault	Filters/Vault
172nd AVE SE & SE 260st ST	DV21210	Wingfield frontage	Wingfield	N/A	Manhole 48"	3	35'-36" infiltration	Filters/MH	N/A	Filters/MH
SE 261st ST & 172nd AVE SE	DV21210	Wingfield frontage	Wingfield	N/A	Manhole 72"	9	70'-36" infiltration	Filters/MH	N/A	Filters/MH
159th AVE SE & SE 265th CT	DV11143	end on 159th	Covington Plat	N/A	CB (2) Cartridges	2	46'-48" infiltration	Filters/CB	N/A	Filters/CB
SE 265th CT & 159th AVE SE	DV11143	end on 159th	Covington Plat	N/A	CB (3) Cartridges	3	46'-48" infiltration	Filters/CB	N/A	Filters/CB
SE 265th CT & 159th AVE SE	DV11143	end on 159th	Covington Plat	N/A	CB (3) Cartridges	3	52'-48" infiltration	Filters/CB	N/A	Filters/CB
SE 268th ST		Aqua Vista	Aqua Vista	(1) 60" manhole	72" Manhole	5	Outfall to Pipe Lake	N/A	MH	N/A
SE 268th PL		Autumn Bay	Autumn Bay	(1) 60" manhole	72" Manhole	5	Outfall to Pipe Lake	N/A	MH	N/A

Total 124

Consent Agenda Item C-6

Covington City Council Meeting

Date: June 10, 2014

SUBJECT: CONSIDER RESOLUTION TO ADOPT THE PROPOSED SIX-YEAR 2015 – 2020 TRANSPORTATION IMPROVEMENT PROGRAM (TIP).

RECOMMENDED BY: Don Vondran, Public Works Director

ATTACHMENT(S):

1. Proposed Resolution

PREPARED BY: Robert Lindskov, City Engineer

EXPLANATION:

The city is required by RCW 35.77.010 to annually prepare and adopt a comprehensive transportation program for the ensuing six calendar years and to forward a copy of that Six-Year Transportation Improvement Program (TIP) to the Washington State Secretary of Transportation by July 31st. The TIP represents the first six years of the 20-year transportation (street) capital improvement program. The projects contained in the proposed City of Covington Six-Year TIP 2015 – 2020 are consistent with the transportation projects identified in the Capital Facilities Element of the City's Comprehensive Plan adopted December 16, 2003.

A Public Hearing for the proposed 2015 – 2020 Six-Year TIP was held before the City Council on May 27, 2014. No comments were received during the Public Hearing.

ALTERNATIVES:

Direct Staff to modify the proposed 2015 – 2020 Six-Year TIP.

FISCAL IMPACT:

The fiscal impact of each proposed project is indicated in the draft Six-Year TIP 2015 – 2020. The specific revenue source(s) for the city portion of the funds for each project is determined each year during the budget process. Additional revenues are needed to fund these projects. Possible sources are grants, appropriations and traffic impact fees.

CITY COUNCIL ACTION: ___ Ordinance X Resolution ___ Motion ___ Other

Councilmember _____ moves, Councilmember _____ seconds, to pass a Resolution adopting the City of Covington Six-Year (2015 - 2020) Transportation Improvement Program (TIP).

REVIEWED BY: City Manager, City Attorney, Finance Director

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COVINGTON, WASHINGTON, ADOPTING A SIX-YEAR (2015 – 2020) TRANSPORTATION IMPROVEMENT PROGRAM AND DIRECTING THE SAME TO BE FILED WITH THE STATE SECRETARY OF TRANSPORTATION AND TRANSPORTATION IMPROVEMENT BOARD

WHEREAS, pursuant to the requirements of Chapter 35.77 and 47.26 RCW, the City Council of the City of Covington has previously adopted a Comprehensive Plan including a Capital Facilities Element, and thereafter periodically modified said Capital Improvement Program (the “Program”) by resolution; and

WHEREAS, the City Council has reviewed the work accomplished under the Program, determined current and future City street needs, and based upon these findings has prepared a Six-Year Transportation Improvement Program for the ensuing six (6) calendar years; and

WHEREAS, a public hearing was held on the Six-Year Transportation Improvement Program on May 27, 2014;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF COVINGTON, WASHINGTON, HEREBY RESOLVES AS FOLLOWS:

Section 1. Program Adopted. The Six-Year Transportation Improvement Program for the City of Covington, as revised and extended for the ensuing six (6) calendar years (2015 – 2020, inclusive), a copy of which is attached hereto as Exhibit A and incorporated herein by this reference, which Program sets forth the project location, type of improvement and the estimated cost thereof, is hereby adopted and approved.

Section 2. Filing of Program. Pursuant to Chapter 35.77 RCW, the City Clerk is hereby authorized and directed to file a copy of this resolution forthwith, together with the Exhibit attached hereto, with the Secretary of Transportation and a copy with the Transportation Improvement Board for the State of Washington.

Section 3. Effective Date. In order to coincide with the State Environmental Policy Act (SEPA) timeline, the Plan identified as Exhibit “A” and adopted in Section 1 shall take effect on July 4, 2014.

PASSED in open and regular session on this 10th day of June, 2014.

Mayor Margaret Harto

Attested:

Sharon Scott, City Clerk

APPROVED AS TO FORM:

Sara Springer, City Attorney

EXHIBIT A



City of Covington
16720 SE 271st St. #100
Covington, WA 98042
City Hall 253-480-2400
Fax 253-480-2401
www.covingtonwa.gov

DETERMINATION OF NON-SIGNIFICANCE (DNS) TRANSPORTATION IMPROVEMENTS PROJECTS (TIP) 2015-2020

Project Name: City of Covington Six Year Transportation Improvement Program (TIP) 2015-2020

File Number: SEPA14-04

Applicant/Contact: Bob Lindskov, City Engineer
City of Covington, Public Works Department
16720 SE 271st Street, Suite 100
Covington, Washington 98042
253-480-2467

Date of Issuance: June 6, 2014

Project Description: The proposal is a non-project action to adopt the City of Covington's Six Year TIP 2015-2020 by the Covington City Council. This proposal is for the overall Capital Improvement and Transportation Improvement (CIP/TIP) programs within the city in accordance with the requirements of State law as defined in RCW 35.77.010 and 35.36.70A. The proposed 2015-2020 TIP projects are as follows and further described Attachments 1, 2 & 3:

1. **CIP 1127** SE 272nd Street between Jenkins Creek and 185th Place SE
2. **CIP 1014** Jenkins Creek Park between SE 267th Place and SE 268th Street
3. **CIP 1201** 204th Avenue SE between SE 272nd Street SE and SE 256th Street
4. **CIP 1086** 164th Avenue SE between SE 264th Street and vicinity SE 269th Street
5. **CIP 1128** SE 272nd Street between 185th Place SE and 192nd Avenue SE
6. **CIP 1063** SE 272nd Street between 160th Avenue SE and 164th Avenue SE
7. **CIP 1056 & CIP 1149** SE 256th Street between 172nd Avenue SE and 180th Avenue SE & 180th Avenue SE between SE 256th Street and SE Wax Road (N)
8. **Town Center 1** SE 276th Street between 168th Place SE and SE Wax Road
9. **Town Center 2** 171st Avenue SE (Main Street between SE 275th Street and SE 276th Street
10. **CIP 1124** 185th Place SE Extension - Wax Road/180th Ave SE to SE 272nd Street

Documents Reviewed: City's Comprehensive Plan, Adopted December 2002, and as amended, 6-Year TIP 2015-2020 and description of TIP/CIP (Attachments 1, 2 & 3), and other information on file with the lead agency.

Responsible Official/ Richard Hart, Community Development Director

Lead Agency: City of Covington SEPA Official
16720 SE 271st Street, Suite 100
Covington, Washington 98042
253-480-2441

This DNS is issued under WAC 197-11-350. The comment period is 14 calendar days and ends **June 20, 2014 at 5 PM.**

Comments and Appeals Notice: *Comments and appeals on this DNS may be submitted by first class mail or delivered to the responsible official at the above lead agency address. Any notice of appeals must be filed in writing, with the required filing fee paid in cash or check and received within 14 calendar days of the end of the comment period at Covington City Hall Offices, i.e. by July 4, 2014 at 5 PM. You must make specific factual objections, identify error, harm suffered, or identify anticipated relief sought and raise specific issues in the statement of appeal. Contact the Community Development Department at Covington City Hall to read or to ask about the procedures for SEPA appeals.*

Signature of Responsible Official:

Date: May 28, 2014

Capital Improvement Project Priorities

1. CIP 1127 SE 272nd Street between Jenkins Creek and 185th Place SE

This project is to widen and reconstruct a portion of SE 272nd Street between Jenkins Creek and 185th Place SE. This project will include the crossing of Jenkins Creek with a new structure for the stream, widening the street from 2-lanes to 5-lanes including curb and gutter, 8' sidewalks, access control features, landscaping and provisions for u-turns.

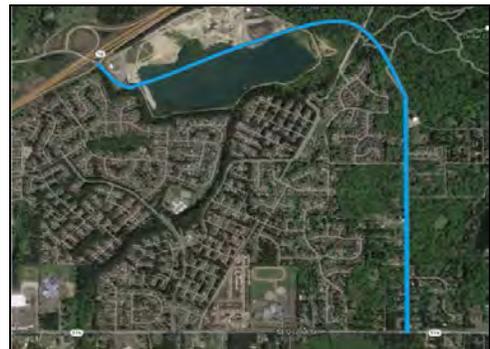


2. CIP 1014 Jenkins Creek Park between SE 267th Place and SE 268th Street

This is a non-motorized transportation project that will construct a multiuse trail between SE 267th Place and SE 268th Street through Jenkins Creek Park. This project will replace the pedestrian bridge that was washed out from a storm and once again connect neighborhoods to Jenkins Creek Elementary as well as provide ADA and bike access to and from the downtown core.

3. CIP 1201 204th Avenue SE between SE 272nd Street SE and SE 256th Street

The new roadway connection will provide overall benefits to the citywide street system by providing more options for vehicles traveling between SE 272nd Street and SR 18. This collector arterial will be widened to two 12-foot lanes, one 14-foot turn lane/median, and two 5-foot wide bike lanes. Each side of the roadway will also include a curb, a gutter, a 5-foot landscape buffer, and a 5-foot sidewalk.



4. **CIP 1086 164th Avenue SE between SE 264th Street and vicinity SE 269th Street**

This project will install a 5' separated walkway on the east side of 164th Avenue SE between SE 264th Street and just south of SE 269th Street. This project will also install a drainage swale with underdrainage to convey and treat surface water. Once completed, this will provide a continuous separated walkway/sidewalk from Kentwood High School to the Covington Library.



5. **CIP 1128 SE 272nd Street between 185th Place SE and 192nd Avenue SE**

This project is to widen and reconstruct a portion of SE 272nd Street between 185th Place SE and 192nd Avenue SE. This project will widen the street from 2-lanes to 5-lanes including curb and gutter, 8' sidewalks, access control features, landscaping and provisions for u-turns.



6. **CIP 1063 SE 272nd Street between 160th Avenue SE and 164th Avenue SE**

This project provides for design and future construction of additional turn lanes, channelization, and signal modifications. Widening SE 272nd Street will require modifications to the existing stream crossing at the intersection. Project length is 800 feet. Construct street section consistent with the existing SR 516 section including illumination, landscaping, 10' wide sidewalks with street trees in planting wells.



7. **CIP 1056 SE 256th Street between 172nd Avenue SE and 180th Avenue SE**
CIP 1149 180th Avenue SE between SE 256th Street and SE Wax Road (N)

Portions of these two larger CIP projects (see map) are being combined to provide improvements adjacent to the new fire station at SE 256th Street and 180th Avenue SE. The improvements will include widening the north side of SE 256th Street from 180th Avenue SE to 176th Avenue SE to match the section at 168th Avenue SE. The frontage along 180th Avenue SE will be widened from the intersection to Crestwood Elementary School.

8. **Town Center 1 SE 276th Street between 168th Place SE and SE Wax Road**

This is a new route; new alignment roadway that will support the Town Center vision and meet the Town Center Design Guidelines. The schedule of these projects will be primarily driven by development and may be constructed in portions.



9. **Town Center 2 171st Avenue SE (Main Street) between SE 275th Street and SE 276th Street**

This is a new route; new alignment roadway that will support the Town Center vision and meet the Town Center Design Guidelines. The schedule of these projects will be primarily driven by development and may be constructed in portions.



10. **CIP 1124 185th Place SE Extension - Wax Road/180th Ave SE to SE 272nd Street**

This project connects SE Wax Road/180th Avenue SE to SE 272nd Street via a new route and alignment designated as 185th Place SE. The street section will consist of a 3-lane urban arterial standard with curb, gutter and 8' sidewalks, landscaping strips, illumination and stormwater infrastructure. The project will also include crossing Jenkins Creek. The actual route and alignment will be determined during design.

COMPLETED 2014

1. **CIP 1028 SE 240th Street, 196th Ave SE and SE Wax Road Overlay**

This project will overlay SE 240th Street from 180th Ave SE to 196th Avenue SE, 196th Avenue SE from SE 240th Street to SE Wax Road and SE Wax Road from 193rd Avenue SE to 196th Avenue SE. This project is fully funded and scheduled to be completed in the late summer of 2013.

2. **CIP 1029 Citywide Intersection Safety Project – 10 Locations**

This project is part of the WSDOT City Safety Program that is focused on intersection safety. The project will do safety improvements to 10 locations throughout the city. These improvements vary at each location but may include rechannelization, adding warning beacons and pavement markings; improving sight distance, and crosswalks; upgrading signs, sidewalks and ADA access points. The intersections are SE 272nd Street / 168th Place SE, SE 272nd Street / 172nd Place SE, 168th Place SE / 169th Place SE, SE 270th Place / 174th Avenue SE, SE 256th Street / 180th Avenue SE, SE 267th Street / 192nd Avenue SE, SE 261st Street / 180th Avenue SE, SE 268th Street / 164th Avenue SE, SE Wax Road / 180th Ave SE and SE 256th / 170th Ave. SE. This project is fully funded and scheduled to be completed in 2014.

3. **CIP 1057 156th Avenue SE between SE 272nd Street and SE 261st Place**

This project will design and construct the pavement rehabilitation of 156th Avenue SE in the vicinity of SE 272nd Street and the vicinity of SE 261st Place. There is no widening associated with this project. The project will consist of pulverizing the existing roadway and overlaying with new asphalt. ADA ramps will be upgraded as warranted.



ATTACHMENT 2

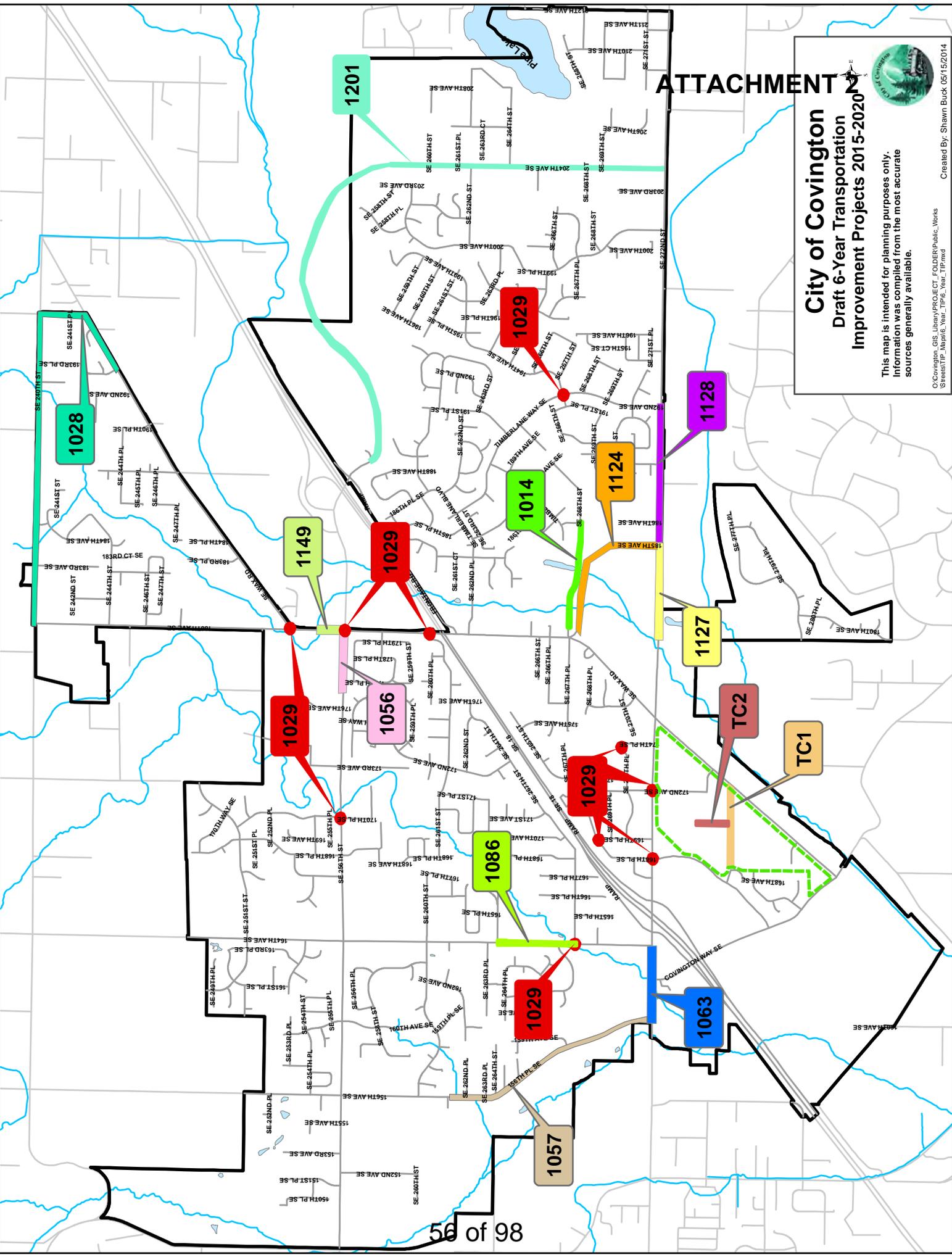


City of Covington Draft 6-Year Transportation Improvement Projects 2015-2020

This map is intended for planning purposes only.
Information was compiled from the most accurate
sources generally available.

O:\Covington_GIS_Library\PROJECT_FOLDER\Public_Works
Streets\IP_Map\p6_Year_TIP6_Year_TIP.mxd

Created By: Shawn Buck 05/15/2014



ATTACHMENT 3

CITY OF COVINGTON										
2015 to 2020 Transportation Improvement Program										
Summary										
Priority	City/CIP #, Project Name, Termini, Major Class of Work	Phase	Funded	Expenditure Schedule in Thousands						Total
				2015	2016	2017	2018	2019	2020	
1	1127, SE 272nd Street (SR 516) Jenkins Creek to 185th Place SE Widen to 5 lanes & reconstruct, Sidewalks, New stream crossing	Dgn	XX	0						
		R-o-W	XX	0						
		Const		13,158	13,158					
		Total Cost		13,158	13,158	0	0	0	0	0
2	1014, Jenkins Creek Park SE 267th Place to SE 268th Street Non Motorized Multi-use trail and bridge replacement	Dgn	XX	78						
		R-o-W	N/A	0						
		Const	XX	466	466					
		Total Cost		544	466	0				
3	1201, 204th Avenue SE SE 272nd Street to SE 256th Street Widen to full City Standard, Sidewalks, Bicycle Lanes, Planted Medians	Dgn		3,590						
		R-o-W		686						
		Const		22,861						
		Total Cost		27,136						
4	1086, 164th Avenue SE SE 264th Street to SE 269th Street Pedestrian Improvements, 5' asphalt walkway, drainage swale	Dgn		90						
		R-o-W		91						
		Const		823						
		Total Cost		1,004	90	914	0	0	0	0
5	1128, SE 272nd Street (SR 516) 185th Place SE to 192nd Avenue SE Widen to 5 lanes & reconstruct, Sidewalks, New signal.	Dgn		1,343						
		R-o-W		770						
		Const		14,286						
		Total Cost		16,399	0	1,343	770	14,286	0	0
6	1063, SE 272nd Street (State Route 516) 160th Avenue SE to 164th Avenue SE Signal modifications, add turn lanes, stream crossing.	Dgn		979						
		R-o-W		1,398						
		Const		10,340						
		Total Cost		12,717	0	0	979	1,398	10,340	0
7	Portions of 1056 and 1149 SE 256th Street and 180th Avenue SE Safety improvements, Sidewalks Signal modifications, add right turn lane.	Dgn		498						
		R-o-W		242						
		Const		0						
		Total Cost		740	0	0	0	0	498	242
8	Town Center 1 SE 276th Street 168th Place SE to SE Wax Road New Route, New Alignment, Type II Roadway	Dgn		1,550						
		R-o-W		6,981						
		Const		4,650						
		Total Cost		13,180						
9	Town Center 2 172nd Avenue SE SE 275th Street to SE 276th Street New Route, New Alignment, Type I Roadway	Dgn		579						
		R-o-W		989						
		Const		1,737						
		Total Cost		3,304						
10	1124, 185th Place SE Extension Wax Road/180th Avenue SE Roundabout to SE 272nd Street New Route, New Alignment, Access management.	Dgn		1,131						
		R-o-W		0						
		Const		0						
		Total Cost		1,131	0	0	0	0	0	1,131
3.0% Annual Construction Cost Increase				89,313	13,714	2,257	1,749	15,684	10,838	1,373
TOTAL										

Consent Agenda Item C-7

Covington City Council Meeting

Date: June 10, 2014

SUBJECT: AUTHORIZE THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH GRAY & OSBORNE, INC. FOR THE DESIGN OF JENKINS CREEK PARK – PEDESTRIAN ADA TRAIL IMPROVEMENTS.

RECOMMENDED BY: Don Vondran, PE, Public Works Director

ATTACHMENT(S):

1. Contract for Services

PREPARED BY: Dan Wesley, Construction Inspector

EXPLANATION:

As part of the 2014 King County Community Development Block Grant (CDBG) program, the City of Covington was allocated federal funding in the amount of \$418,000 for pedestrian and ADA trail improvements within Jenkins Creek Park. The project will restore and enhance the existing trail system within Jenkins Creek Park and re-open the pedestrian connection to Jenkins Creek Elementary School, the Home Depot commercial area, and the downtown area.

In March of this year environmental evaluations of the project site began and a request for qualifications for consulting and design was advertised, with two firms responding. Interviews were conducted on March 26th and Gray & Osborne was selected to be the design and consulting engineer on this project.

The project includes construction of a new pedestrian bridge, which will be constructed to support maintenance vehicles, at the west entrance of the park in the area of the previously washed out bridge, widening and paving of approximately 1,225 feet of existing path, and replacing an existing, deteriorating pedestrian timber bridge all of which will meet current multi-use, accessibility standards. We are anticipating the construction phase to take place in the spring or summer of next year.

FISCAL IMPACT:

We are requesting that the council authorize the estimated \$96,855 for design and required environmental and cultural studies. This site is unique in that the project involves crossing Jenkins Creek and the outfall from Spring Lake. Consequently, the above estimate is \$18,855 more than previously estimated during the grant submittal, primarily due to increased environmental requirements.

The original planning level estimate during the grant submittal process was \$78,000 for design and \$340,000 for construction. With the increased environmental requirements mentioned above, the actual fee from Gray & Osborne is \$96,855. King County will adjust the funding to allocate \$96,855 for design and \$321,145 for construction. The reduction in construction funding may result in a shortfall but can be better addressed once we have completed design and

have a firm contractor bid for construction. This will come back to Council for approval during the construction contract phase.

CITY COUNCIL ACTION: ___ Ordinance ___ Resolution X Motion ___ Other

Council member _____ moves, Council member _____ seconds, to authorize the City Manager to execute an agreement in substantial form to that attached hereto with Gray & Osborne, Inc. for the design of Jenkins Creek Park Pedestrian – ADA Trail Improvements.

REVIEWED BY: City Manager, City Attorney, Finance Director

CONTRACT FOR SERVICES
 City of Covington and *Gray and Osborne*

**City of Covington Jenkins Creek Park - Pedestrian and ADA Path Improvements
 (Project # C13249)**

This Agreement is entered into by and between the City of Covington, a Washington State Municipality and *Gray and Osborne Consulting Engineers*, herein referred to as "the Contractor", whose office is located at: *701 Dexter Avenue North, Suite 200
 Seattle, Washington 98019*

This agreement represents the entire and integrated agreement between the City and the Contractor and supersedes all prior negotiations, representations or agreements, either written or oral. This agreement is based on the Initial Information set forth in this contract agreement and in Exhibit A, B and Appendix A. The parties hereto agree as follows:

1. Scope and Schedule of Services to be performed by Contractor. The Contractor shall perform those services described on Exhibit A attached hereto and incorporated herein by this reference as if fully set forth. In performing such services, the Contractor shall at all times comply with all federal, state, and local statutes, rules and ordinances applicable to the performance of such services and the handling of any funds used in connection therewith. The Contractor shall request and obtain prior written approval from the City prior to the initiation of any specific task not included in the scope of services. If the scope or schedule is to be modified in any way, prior written approval is also required.
2. Compensation and Method of Payment. Payments shall be made by the City to the Contractor based on month-end billings. The City shall pay the Contractor for services rendered within thirty days after receipt of a billing voucher in the form set forth on Exhibit B attached hereto and incorporated herein by this reference. The total amount to be paid shall not exceed \$96,855.

With the monthly invoice, per the attached Billing Voucher (Exhibit B), shall be a narrative review and schedule of the past month's activities, along with the work products developed, for which the invoice serves.

3. Duration of Agreement. This Agreement shall be in full force and effect for a period commencing June 10, 2014 and ending May 31, 2015 unless sooner terminated under the provisions hereinafter specified.
4. Ownership and Use of Documents. All documents, drawings, specifications, computer files, photographs, calculations, models, maps, and other materials produced by the Contractor in connection with the services rendered under this Agreement shall be the property of the City whether the project for which they are made is executed or not.

5. Independent Contractor. The Contractor is and shall be at all times during the term of this Agreement an independent contractor, and not an employee of the City. Any and all employees of the Contractor or other persons while engaged in the performance of any work or services required of the Contractor under this Agreement shall be considered to be employees of the Contractor only and not employees of the City. The Contractor and City agree to the following rights consistent with an independent contractor relationship:

- A. Contractor has the sole right to control and direct the means, manner and method by which the services required by this Agreement will be performed.
- B. Contractor will furnish all equipment and materials used to provide the services required by this Agreement.
- C. The Contractor or Contractor's employees or contract personnel shall perform the services required by this Agreement; the City shall not hire or supervise any assistants to help Contractor.
- D. Neither Contractor nor Contractor's employees or contract personnel shall receive any training from City in the skills necessary to perform the services required by this Agreement.
- E. City shall not require Contractor or Contractor's employees or contract personnel to devote full time to performing the services required by this Agreement.

The Contractor acknowledges that it is responsible for the payment of all charges and taxes applicable to the services performed under this Agreement, and the Contractor agrees to comply with all applicable laws regarding the reporting of income, maintenance of insurance and records, and all other requirements and obligations imposed as a result of the Contractor's status as an independent contractor. If the City is assessed, liable or responsible in any manner for such charges or taxes, the Contractor agrees to hold the City harmless from such costs, including attorney's fees.

The Contractor shall provide at its sole expense all materials, office space, and other necessities to perform its duties under this Agreement, unless otherwise specified in writing.

The Contractor, at its expense, shall obtain and keep in force any and all necessary licenses and permits to perform the work provided for herein.

This Agreement shall be for the sole benefit of the parties hereto, and nothing contained herein shall create a contractual relationship with, or create a cause of action in favor of, a third party against either party hereto.

City shall not provide any insurance coverage of any kind for Contractor or Contractor's employees or contract personnel. Contractor agrees to maintain adequate insurance to cover any

negligent acts committed by Contractor or Contractor's employees or agents while performing services under this Agreement.

6. Indemnification.

- A. The Contractor agrees to indemnify the City from any claims, damages, losses, and costs, including, but not limited to, attorney's fees and litigation costs, arising out of claims by third parties for property damage and bodily injury, including death, caused by the negligence or willful misconduct of the Contractor, the Contractor's employees, affiliated corporations, officers, and lower tier subcontractors in connection with this Contract, either solely or in combination with the negligence or willful misconduct of third parties.
- B. The City agrees to indemnify Contractor from any claims, damages, losses, and costs, including, but not limited to, attorney's fees and litigation costs, arising out of claims by third parties for property damage and bodily injury, including death, caused by the negligence or willful misconduct of the City, or agents in connection with this Contract, either solely or in combination with the negligence or willful misconduct of third parties.
- C. If negligence or willful misconduct of both the Contractor and the City (or a person identified above for whom each is liable) is a cause of such damage or injury, the loss, cost or expense shall be shared between the Contractor and the City in proportion to their relative degrees of negligence or willful misconduct and the right of indemnity shall apply for such proportion.
- D. The Contractor hereby waives its immunity under Title 51 of the Revised Code of Washington for claims of any type brought by any Contractor agent or employee against the City. This waiver is specifically negotiated by the parties and a portion of the City's payment hereunder is expressly made the consideration for this waiver.

7. Reports - Printed Copies & Electronic Version: When reports are required to be submitted to the City pursuant to this agreement, Contractor will provide three (3) printed copies to the City and an electronic version. Said electronic version shall be submitted to the City in a computer format compatible with PC software programs in current use by the City (Microsoft Word, Microsoft Excel, Microsoft Access, Microsoft PowerPoint, Microsoft Publisher, Visio, AutoCAD, and Adobe Acrobat).

8. Audits and Inspections. The records and documents with respect to all matters covered by this Agreement shall be subject at all times to inspection, review or audit by law during the performance of this Agreement. The Contractor shall permit the City, state and federal agencies, from time to time as the City deems necessary or as required by state, local, or federal law or regulation, to inspect and audit, at any and all reasonable times, all pertinent books and records of the Contractor and any other person or entity which has performed work in connection with or related to the Contractor's services under this Agreement to verify the accuracy of accounting

records, and shall supply the City with, or shall permit the City to make, a copy of any books and records and any portion thereof pertaining to work under this Agreement, upon the City's request. The Contractor shall ensure that such inspection, audit and copying right of the City is a condition of any contract, agreement or other arrangement under which any other person or entity is permitted to perform work in connection with or related to the Contractor's services under this Agreement.

9. Termination. This Agreement may at any time be terminated by the City giving to the Contractor thirty (30) days written notice of the City's intention to terminate the same. Failure to provide products on schedule may result in contract termination.

10. Discrimination Prohibited. The Contractor shall not discriminate against any employee, applicant for employment, or any person seeking the services of the Contractor to be provided under this Agreement on the basis of race, creed, color, national origin, families with children, sex, sexual orientation, gender identity, marital status, age, or the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a disabled person.

11. Assignment and Subcontract. The Contractor may not assign or subcontract any portion of the services contemplated by this Agreement without the prior written consent of the City.

12. Conflict of Interest.

A. Governmental. No officer or agent of the City who exercises any function or responsibilities in connection with the approval of, planning and carrying out of the program or services to which this Agreement pertains, nor any member of the immediate family of any such officer, employee or agent, shall have any personal financial interest, direct or indirect, in this Agreement, either in fact or in appearance, unless such interest is a remote interest as defined pursuant to RCW 42.23.040.

B. Contractor. The Contractor shall comply with all federal, state and City conflict of interest laws, statutes, regulations and policies as they shall apply to all parties and beneficiaries under this Agreement, as well as to officers, employees or agents of the City. The Contractor represents that the Contractor presently has no interest and shall not acquire any interest, direct or indirect, in fact or in appearance, which would conflict in any manner or degree with the performance of the Contractor's services and obligations hereunder. The Contractor also agrees that its violation of the conflict of interest provisions of this agreement shall constitute a material breach of this contract subjecting the contract to termination. The Contractor has a continuing obligation to search and report any actual or potential conflicts of interest during the course of performing work under this Agreement.

C. Contractor Employees. The Contractor further covenants that, with respect to its performance of this Agreement, no person having any interest, direct or indirect, in fact or in appearance, which would conflict in any manner or degree with the performance of

the Contractor's services and obligations hereunder, shall be employed to perform or provide services under this Agreement. The Contractor further covenants that it will implement and enforce requirements that its employees, with respect to this Agreement or the activities assisted by or through this Agreement, (a) will not use their position for personal gain, (b) will not engage in activities that directly or indirectly, in fact or in appearance, conflict with in any manner or degree, the performance of the Contractor's services and obligations hereunder, (c) will not have or obtain, directly or indirectly, a pecuniary interest, either for himself or herself or for those with whom he or she may have business ties or immediate family ties, or (e) will not benefit directly or indirectly, in fact or in appearance, either for himself or those with whom he or she may have business ties, and (f) will not accept or engage in outside employment that would conflict directly or indirectly, in fact or in appearance, with his or her responsibilities under this Agreement.

13. Entire Agreement. This Agreement contains the entire Agreement between the parties hereto and no other Agreements, oral or otherwise, regarding the subject matter of this Agreement, shall be deemed to exist or bind any of the parties hereto. Either party may request changes in the agreement. Proposed changes which are mutually agreed upon shall be incorporated by written amendments to this Agreement.

14. Notices. Administrative notices to the City shall be sent to the following address:

Bob Lindskov
City of Covington
16720 SE 271st St,
Covington, WA 98042
Telephone: (253) 480-2400

Legal notices shall be sent to the City at the above address.

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

Tani Stafford
701 Dexter Avenue North Suite 200
Seattle, Wa. 98109
206-284-0860
tstafford@g-o.com

The point of contact for the Contractor or the person responsible for the contract services is:

Name: Same as Above
Telephone Number:
Fax Number:
E-mail:

15. State of Washington Requirements. Contractor agrees to register and obtain any State of Washington business licenses, Department of Revenue account and/or unified business identifier number as required by RCW 50.04.140 and 51.08.195 prior to performing any work pursuant to this Agreement.

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

DATED this _____ day of _____, _____

ENGINEERING FIRM

CITY OF COVINGTON

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A

SCOPE OF SERVICES

CITY OF COVINGTON JENKINS CREEK PARK PEDESTRIAN TRAIL

INTRODUCTION

The City of Covington (AGENCY) now desires to employ the services of Gray & Osborne, Inc. (CONSULTANT), a qualified engineering consultant, to assist the AGENCY in the development of improvements to the Jenkins Creek Park Pedestrian Trail. As such, the CONSULTANT (and its subconsultants) shall provide engineering and related services necessary to prepare preliminary and final plans, specifications, and cost estimates (PS&E) resulting in construction documents for the bid, award, and construction of the following:

A paved, multiuse trail connecting access at the west end of Jenkins Creek Park at SE 267th Street to the Timberlane development and Jenkins Creek Elementary at the east end of the park. The proposed trail will be a 10-foot-wide HMA paved trail with 2-foot-wide gravel shoulders on each side, approximately 2,200 LF in length. The project includes replacement of a bridge to span Jenkins Creek and replacement of a timber boardwalk/bridge that spans and abuts the pond and stream in the center of the park. The trail, boardwalk, bridges shall meet ADA guidelines. The project includes the necessary environmental documentation, regulatory permitting, wetland delineation and may require buffer mitigation work. All design work shall comply with King County CDBG requirements.

The engineering and related services contemplated for this phase of the project (design/bid/award) will include topographic survey and mapping, a geotechnical investigation, wetland delineation, a structural evaluation of the existing bridge piers on the Jenkins Creek crossing and the existing boardwalk supports near the pond, preparation of environmental documents and regulatory permit applications, developing conceptual, preliminary and final PS&E documents, participating in a public involvement process, coordination with funding and regulatory agencies, as well as utility companies and the school district, and assisting the AGENCY, as may be desired, with the bid and award phase.

Additionally, the AGENCY may retain CONSULTANT to provide construction management services at the AGENCY'S option, via an amendment to this Agreement.

Our scope of work is more particularly described below.

Task 1 – Project Management

Objective: Provide overall project management of CONSULTANT resources, provide subconsultant management, monitor and manage budget, manage and oversee the schedule of deliverables, manage quality assurance/quality control (QA/QC) program, and provide client contact.

CONSULTANT Responsibilities

1. Contract execution, internal accounting, and auditing.
2. Internal resource management and prioritization of resources.
3. Oversee QA/QC reviews of engineering products to include constructability review, risk management assessment, and identification and pursuit of critical path items.
4. Subconsultant coordination and their contract administration.
5. Preparation of monthly progress reports (to be submitted with monthly invoices).
6. Manage and oversee the schedule of deliverables.

Assumptions

1. CONSULTANT will provide standard CONSULTANT-formatted invoices identifying personnel, hours, subconsultant costs (with itemized bills), and direct costs (mileage, printing, etc.). Invoices will be provided on a monthly basis.
2. CONSULTANT will transmit a monthly progress letter with each monthly invoice.

AGENCY Responsibilities

1. Review and process monthly invoices in a timely fashion.

Deliverables

1. Monthly reports identifying major work items completed during invoice period and identification of any impacts to the schedule of deliverables, scope, and/or budget.
2. Monthly invoices.

3. Original and/or courtesy copies of electronic mail, letters, photographs, subconsultant contracts, etc., applicable to the development of the project.

Task 2 – Structural Foundation Conditions Survey

Objective: Examine and confirm whether or not the existing Jenkins Creek bridge piers at the trail crossing are sound and can be retrofit to support a new pedestrian bridge. Examine and confirm whether or not the existing boardwalk footings are sound and can be retrofit to support either a new boardwalk structure or pedestrian bridge structure.

CONSULTANT Responsibilities

1. Examine the existing Jenkins Creek bridge piers for structural integrity. Examine the pond boardwalk footings for structural integrity.

AGENCY Responsibilities

1. The AGENCY will remove boardwalk decking as necessary to expose the foundations for inspection by the CONSULTANT, and replace the decking as necessary.

Task 3 – Preliminary Review and Wetland Delineation

Objective: Conduct a preliminary site visit to review wetland, stream and landscape conditions. Delineate existing wetland areas within the project limits, for design and regulatory purposes.

CONSULTANT (Watershed Company) Responsibilities

1. Preliminary Review, Feasibility and Project Management
 - a. Preliminary site visit to review wetland, stream and landscape conditions.
 - b. Review of prior as-builts, geotechnical report, and any other prior studies such as wetland, stream or detention pond studies.
 - c. Coordinate with City staff to determine jurisdictional status of the pond.
 - d. Pending G&O assessment of the viability of using existing bridge abutments and determining the conceptual bridge layout, conduct a site to assess mitigation opportunities so that delineation will cover area anticipated to be needed for mitigation and survey.

- e. Provide project oversight, correspondence, and monthly project billings.
2. Wetland and Stream Delineation Study
 - a. Delineate and flag jurisdictional wetlands and streams in the project vicinity as described above. Stream delineation will locate main channels and secondary/tributary channels. Areas of multiple, braided channels will be noted but not delineated or flagged in detail.
 - b. Prepare a sketch showing flag numbers and the approximate locations of features (for use by surveyor).
 - c. Prepare a letter-style report and delineation figure based on survey of delineation flags provided to The Watershed Company in AutoCAD.
 - d. Attend meeting with WDFW. CONSULTANT will coordinate meeting with AGENCY and King County.

Task 4 – Survey and Mapping

Objective: Establish vertical and horizontal control on AGENCY approved datum, and acquire topographical features suitable to support the design and mapping of project corridor. Survey the wetland boundary limits. Identify existing right-of-way lines on the east and west ends of the park. Establish approximate property lines based on existing assessor maps. Identify property addresses of adjoining properties, as well as, the owner's name based on county assessor information.

CONSULTANT Responsibilities

1. Research and acquire public records of survey, plat maps, assessor maps, and related survey data as may be available from public agencies (King County and AGENCY) this work includes researching and identifying property owners (of record at county assessor's office) and addresses of property.
2. Establish vertical and horizontal control for survey and mapping at a scale of 1"=20' horizontal and 1"-5' vertical. Datum will be per AGENCY standards/requirements. Coordinate survey work with AGENCY Public Works Department. Provide (set or establish) a minimum of two survey control points for vertical and horizontal control within project area.

3. Call for locates for existing utilities to be field marked prior to field survey.
4. Perform topographical survey of project corridor to include wetland delineation flagging. Acquire topographical data (including paint marks furnished by locates within the project area. Acquire topographical data at the street corridors for 50 LF at each end of the project where the trail will connect to existing pedestrian facilities. Topographical data shall include surface grades, pavement edges, utilities (visually obvious and/or painted surfaces during site survey), utility structures, fences, major trees, creek channels, pond edges, wetland flagging, bridge piers, boardwalk, trails, culverts, steps, walkways, major grade breaks, and any other pertinent physical features, found in the project area deemed necessary to adequately map the project area for the purpose of designing a project of this nature.
5. Map survey data and show pertinent topographical features. The map shall be suitable for use in preparing the project plans and regulatory permitting.

Assumptions

1. AGENCY may elect to notify abutting property owners adjacent to the project corridor and alert them of our survey work. The AGENCY will be provided an opportunity to notify property owners and the CONSULTANT shall give the AGENCY a 10-day minimum notice prior to commencing survey on site.
2. Access onto private properties will not be prevented in order to acquire the data described above. Where access is denied, this data shall not be acquired or mapped. CONSULTANT assumes survey can be performed on a continuous basis and not piecemealed due to multiple site visits caused by property owners preventing access.
3. The development and/or recording of a "Record of Survey" is not required or included in this scope of work.
4. AGENCY-approved horizontal and vertical control/datum is available and accessible within 1/4 mile of the project site.
5. It is the intent of the survey and mapping efforts to record and map all pertinent physical features and topography in order to facilitate the design of the project as currently contemplated. Existing utilities abandoned, or "private" utilities that are buried on the site, or unknowingly connect to

existing “public systems” will not be shown unless they are discovered during the course of design (record drawings, potholing, unearthed).

6. No right-of-way acquisition, to include title reports, right-of-entry agreements, appraisals, appraisal reviews, market research, legal descriptions, deeds, negotiations or conveyance documents are included in this scope of work.

AGENCY Responsibilities

1. The AGENCY will support survey efforts regarding notification to and inquiries from private property owners.
2. The AGENCY’S Public Works Department will provide to the CONSULTANT any pertinent survey control information they may have in their possession.
3. The AGENCY will specify survey datum to be used for the project.

Deliverables

1. Copy of electronic field data collected for the project as well as copies of any survey notes, calculations, plat maps, assessor maps, etc., pertinent to the project.
2. Hard copy and electronic file of survey mapping products.

Task 5 – Project Coordination

Objective: Assist the AGENCY with coordinating the project with King County Community Services Division who administer the Federal Community Development Block Grant (CDBG), and other regulatory (environmental) and/or funding agencies, School District, utility purveyors and/or other significant stakeholders, as may be identified by the City.

CONSULTANT Responsibilities

1. Assist the AGENCY with processing paperwork and adhering to requirements regarding the use and expenditure of any grant funds.
2. Oversee compliance with King County CDBG requirements in regard to the development of design documents and environmental documentation.
3. Coordinate project with School District, as desired by the AGENCY regarding project description and updates.

4. Coordinate design efforts with utility purveyors of record regarding the design and future construction of the project.
5. Assist AGENCY in the coordination of this project during the design phase with any other significant "stakeholders" the AGENCY deems necessary.

Task 6 – Environmental Permitting

Objective: Perform a King County Project biological evaluation, Endangered Species Act (ESA) review, SEPA Checklist and acquire the various environmental approvals, permits, and environmental clearances necessary to allow construction of the project.

CONSULTANT Responsibilities

1. Order Priority Species Forms for the project.
2. Prepare and submit draft SEPA checklist and revise the document as necessary before preparing final documents for AGENCY processing.
3. Prepare City Critical Area, Grading, and Building permits.

SUBCONSULTANT (Watershed Company) Responsibilities

1. Assist G&O with the natural resources sections of the SEPA (limited to 8 hours).
2. Support King County with preparation of NEPA.
3. Prepare a form that includes, but is not limited to, information included in the King County Project Biological Evaluation. Submit the form to the County for review and await feedback from the County, before submitting to U.S. Fish and Wildlife Service, and National Marine Fisheries. Obtain determination letters from USFWS and NMFS as applicable.
4. Prepare and submit JARPA package to Washington Dept. of Fish Wildlife for Hydraulic Project Approval application package.
5. Assist Gray & Osborne with SEPA (up to 8 hours).

Assumptions

1. AGENCY will pay all publishing and permit fees.
2. For NEPA purposes, a documented categorical exclusion is assumed. King County will prepare the NEPA document.
3. This scope does not include an Army Corps of Engineers Section 404 application and the associated reformat of drawings to 8-1/2" x 11". It is assumed that no Army Corps permit will be required. No Department of Ecology 401 Water Quality Certification is required.
4. No cultural investigation is required.

AGENCY Responsibilities

1. Publish SEPA.
2. Process City permits.

Deliverables

1. One hard copy and one electronic copy of the SEPA checklist, Biological Evaluation and JARPA Application.

Task 7 – Structural Design

Objective: Design foundations, foundation retrofits to support a prefabricated bridge. Design substructure/decking and railing as necessary to replace the existing boardwalk structure.

CONSULTANT Responsibilities

1. Perform structural calculations for bridge abutments and foundation retrofit on the existing Jenkins Creek bridge piers for a new prefabricated bridge to City code and current UBC as adopted by King County.
2. Perform structural calculations to design boardwalk foundation, substructure, decking and railings to City codes, and current UBC as adopted by King County.
3. Provide prefabricated bridge options for the City's review, including City Parks Department review.

Assumptions

1. Gray & Osborne will structure the specifications to require the bidder to supply all such calculations stamped by a Washington State licensed structural engineer and details as appropriate if an alternate bid is proposed other than the prefabricated pedestrian bridge specified.

AGENCY Responsibilities

1. Building Department shall review structural calculations.
2. Bridge type to be selected by the City.

Deliverables

1. Upon AGENCY request, CONSULTANT will provide copy of structural calculation.

Task 8 – Preliminary Design

Objective: Use information generated in Tasks 1 through 7 to develop a preliminary designs for the proposed improvements for the AGENCY'S evaluation, review, and comment.

CONSULTANT Responsibilities

1. Develop a 30 percent design strip map of the project corridor plan view to include survey data. Mapping products will be used in development of conceptual design for proposed features to include pavement, bridges, boardwalk, and retaining walls.
2. Meet with CDBG and AGENCY to review concept (30%) design.
3. Prepare preliminary (60%) plans, specifications and cost estimates for AGENCY and CDBG review.
4. Meet with CDBG and AGENCY to review 60 percent plans, specifications and estimates.

SUBCONSULTANT (Watershed Company) Responsibilities

1. Coordinate with G&O on the design of bridges and trails to avoid and minimize impacts to streams, wetlands and buffers and advise project team on local, state and federal critical areas permitting required for critical areas approval.

2. Preparation of 60 percent level buffer mitigation and landscape plans. The mitigation and landscape plans will include site specific buffer planting plans and planting details.
3. Preparation of 60 percent level buffer mitigation/landscape Special Provisions.
4. Preparation of 60 percent level cost estimate for planting, seeding, soil, mulch.
5. One set of revisions per Gray and Osborne's recommendations.

Assumptions

1. Strip maps will be prepared at 1"=20' full size and at scale suitable for inclusion in reports.
2. Plan and profile sheets will be at a scale of 1"=20' horizontal and 1"=5' vertical.
3. Specifications will be in WSDOT format referencing the 2014 Standard Specifications.
4. Only buffer mitigation will be required and no wetland mitigation design or plan is required.

AGENCY Responsibilities

1. Provide timely review (and comment) of products generated and submitted for this task.

Deliverables

1. Two full-size (1"=20') strip maps, with concept design shown, sent to AGENCY and CDBG.
2. Two copies of the half-size preliminary (60%) plans, specifications and cost estimates to the AGENCY and one copy of the half-size preliminary (60%) plans, specifications and cost estimates to CDBG.

Task 9 – Semifinal Design Document Preparation (90%)

Objective: Develop design/bid/construction documents to the 90 percent level based on preliminary design documents (60% complete).

1. Prepare and submit project specifications (two copies) to include proposal to the City, contract, bonding forms and CDBG inserts. Prepare and submit updated and detailed engineering construction cost estimate at interval listed above for AGENCY review.
2. Prepare two copies of preliminary plans/drawings (to include special details). The plans will incorporate applicable AGENCY design standards, WSDOT design standards, MUTCD standards, and AASHTO Manual guidelines. Where conflicts exist between standards, the AGENCY will provide direction or request the CONSULTANT'S recommendation.

SUBCONSULTANT (Watershed Company) Responsibilities

1. Preparation of 90 percent level buffer mitigation and landscape plans. These will include incorporating revisions from the 60 percent.
2. Preparation of 90 percent level buffer mitigation and landscape Special Provisions.
3. Preparation of 90 percent level buffer mitigation and landscape cost estimate.
4. One set of revisions per Gray and Osborne's recommendations.

AGENCY Responsibilities

1. Review and comment on 90 percent plans and specifications.

Deliverables

1. Two sets of 90 percent specifications.
2. Two sets of 90 percent project plans. Plan set will include title sheet, index sheet/legend/vicinity map/etc., tail plan and profile sheets, bridge foundation plan and sections, structural plans for decking, subdecking, railing, prefabricated bridge, cross-section sheets, typical "trail" section sheets, TESC sheets, and miscellaneous detail sheets.

Task 10 – Final Design Document Preparation (PS&E)

Objective: Prepare final project plans, specifications, and cost estimates sufficient for bidding and constructing the project.

CONSULTANT Responsibilities

1. Send final plans and specifications to CDBG for their approval to advertise.
2. Prepare and submit final project plans (two copies) to AGENCY to include incorporation of all previous applicable and relevant AGENCY comments. Revise contract documents to incorporate final AGENCY and CDBG comments (as applicable).
3. Prepare and submit final project specifications (two copies) to include contract, proposal, bonds, and insurance requirements, per AGENCY review and direction. Incorporate revisions or all previous applicable and relevant AGENCY comments. Prepare final and detailed engineer's construction cost estimate.

SUBCONSULTANT (Watershed Company) Responsibilities

1. Preparation of 100 percent level buffer mitigation and landscape plans which will include incorporating City revisions from the 90 percent.
2. Preparation of 100 percent level buffer mitigation and landscape Special Provisions.
3. Preparation of 100 percent buffer mitigation and landscape cost estimate.

Task 11 – Quality Assurance/Quality Control

Objective: Provide QA/QC reviews of engineering products to enhance overall quality of products. Prepare QA/QC review recommendations as further noted below.

1. Conduct two QA/QC reviews at 30 percent (preliminary design) and 60 percent (semi-final design) by key design team members to solicit comments, recommendations, and suggestions regarding engineering products, constructability issues, critical path items, risk management, and quality of product. AGENCY will be invited to participate.

CONSTRUCTION MANAGEMENT SERVICES

The CONSULTANT shall provide construction management services as may be further desired by the AGENCY and at the AGENCY'S option. If the AGENCY elects to exercise this option, the CONSULTANT shall prepare a scope and fee for this additional work for the AGENCY'S review and approval. Since the extent of this work cannot be reasonably determined at this time, it will be prepared at the completion of the design phase as a contract supplement. The CONSULTANT will also be entitled to subcontract work, for example, material testing services, to a qualified firm as further approved by the AGENCY.

EXHIBIT A-1
ENGINEERING SERVICES
SCOPE AND ESTIMATED COST

City of Covington - Jenkins Creek Park Pedestrian Trail

Tasks	Principal Hours	Project Manager Hours	Project Eng. Hours	Civil Eng. Hours	Sr. Structural Eng. Hours	Structural Eng. Hours	Environmental Tech./ Specialist Hours	AutoCAD/ GIS Mgr./ Artist Hours	AutoCAD/ GIS Tech./ Eng. Intern Hours	Professional Land Surveyor Hours	Field Survey (2 person) Hours
1 Project Management	4										
2 Structural Foundation Condition Survey	8										
3 Preliminary Review and Wetland Delineation (Also see Watershed Co under Subconsultant)	1	4	8								
4 Survey and Mapping		2		6					4	8	30
5 Project Coordination		24		8							
6 Environmental Permitting (see also Watershed Co under Subconsultant)		4	16	16			8				
7 Structural Design		2	4		20				20		
8 Preliminary Design (also see Watershed Co under Subconsultant)		16	40	40							
9 Semifinal Design Document Prep (Also see Watershed Co under Subconsultant)		8	32	32							
10 Final Design Document Prep (Also see Watershed Co under Subconsultant)		4	16	24							
11 QA/QC	3	6			4						
Hour Estimate:	8	78	116	126	24	28	8	0	24	8	30
Direct Labor Cost Billing Rate Range:	\$35 to \$59	\$35 to \$56	\$33 to \$43	\$24 to \$35	\$36 to \$49	\$31 to \$40	\$25 to \$40	\$29 to \$36	\$14 to \$27	\$34 to \$38	\$45 to \$60
Estimated Hourly Rates:	\$52	\$48	\$42	\$32	\$48	\$40	\$36	\$35	\$26	\$36	\$52
Direct Labor Cost:	\$416	\$3,744	\$4,872	\$4,032	\$1,152	\$1,120	\$288	\$0	\$624	\$288	\$1,560
Subtotal Direct Labor:	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Indirect Costs (180%):	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Total Labor Cost:	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Fee (15%):	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Subtotal Labor & Fees:	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Direct Non-Salary Cost:	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Mileage & Expenses (Mileage @ \$0.56/mile)	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Printing	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Subconsultant:	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Wetland Delineation/ Environ Permitting - Watershed Co	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Subconsultant Overhead (10%)	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
TOTAL ESTIMATED COST:	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$

* Actual labor cost will be based on each employee's actual rate. Estimated rates are for determining total estimated cost only.

EXHIBIT B

Billing Voucher

To: City of Covington 16720 SE 271 Street Suite 100
Covington, Washington 98042
Phone: (253) 480-2400

Contractor: _____ Telephone: _____

Mailing Address: _____

Specific Program: _____

Contract period: _____ Reporting Period: _____

Amount requested this invoice: \$ _____

Invoice Number: _____ Date of Invoice _____

Authorized signature

BUDGET SUMMARY:

Total contract amount	\$ _____
Previous payments	\$ _____
Current request	\$ _____
Total requested this contract to date	\$ _____
Balance remaining	\$ _____

Note: If applicable, submit a separate voucher for each program which is funded by your City contract.

For Department Use Only

Approved for Payment:

_____ Date: _____

Appendix A

King County Housing and Community Development
Supplementary Conditions

Architecture and Engineering Contract between City of Covington (“City”) and Gray & Osborne, Inc. (“Engineer”)

Covington Jenkins Creek Park - Pedestrian ADA Path Improvements

16720 SE 271st Street, Suite 100

Covington, WA 98042-4964

1. SUPERSEDING

If there are conflicts between this exhibit and other sections of the Architecture and Engineering contract agreement and amendments these Supplementary Conditions shall supersede such sections.

References in this exhibit refer to Project-Associated King County Community Development Block Grant (CDBG) Contract agreement.

2. INCLUSIONS

An Architecture and Engineer contract agreement between the City and Engineer funded with federal funds through King County Housing and Community Development shall also include the following Sections in every subcontract or purchase order for goods and services which are paid in whole or in part with funds provided under King County Contract:

3. SECTION XVII Indemnification.

A. The Engineer shall protect, defend, indemnify, and hold harmless King County, its officers, employees, and agents from any and all costs, claims, judgments, and/or awards of damages arising out of, or in any way resulting from the negligent act or omissions of subcontractor, its officers, employee, and/or agents in connection with or in support of this Contract. Subcontractor expressly agrees and understands that King County is a third party beneficiary to this Contract and shall have the right to bring an action against subcontractor to enforce the provisions of this paragraph.”

4. SECTION XVII.B. City Agreement to Repay

The Engineer further agrees that it is financially responsible for and shall repay the County all indicated amounts following an audit exception that occurs due to the negligence, intentional act, and/or failure, for any reason, to comply with the terms of this Contract by the Engineer, its officers, employees, agents, and/or representatives. This duty to repay the County shall not be diminished or extinguished by the prior termination of the Contract pursuant to the Duration of Contract or the Termination Sections.

5. SECTION XVIII Insurance Requirements

A. SECTION XVIII.F

- a. Services Agreements: The Engineer shall maintain limits no less than the following:
- (i) Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage and \$2,000,000 in the aggregate.
 - (ii) Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
 - (iii) Professional Liability, Errors & Omissions: \$1,000,000, Per Claim and in the Aggregate.
 - (iv) Workers Compensation: Statutory requirements of the State of Residency.
 - (v) Stop Gap or Employers Liability Coverage: \$1,000,000.

B. SECTION XVIII.G

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to, and approved by, the County. The deductible and/or self-insured retention of the policies shall not apply to the Engineer liability to the County and shall be the sole responsibility of the Engineer.

C. SECTION XVIII.H Other Insurance Provisions

The insurance policies required in this Contract are to contain, or be endorsed to contain, the following provisions:

- a. All Liability Policies except Professional and Workers Compensation.

- (i) The County, its officers, officials, employees, and agents are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Engineer in connection with this Contract. Such coverage shall include Products-Completed Operations.
- (ii) To the extent of the Engineer negligence, the Engineer insurance coverage shall be primary insurance as respects the County, its officers, officials, employees, and agents. Any insurance and/or self-insurance maintained by the County, its officers, officials, employees, or agents shall not contribute with the Engineer's insurance or benefit the Engineer in any way.
- (iii) The Engineer's insurance shall apply separately to each insured against whom claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.

b. Property Coverage Policies

- (i) The County shall be added to all Property Coverage Policies as a loss payee as its interests may appear.
- (ii) The County shall be added as a Named Insured as their interests may appear to all Builders Risk policies.

c. All Policies

Coverage shall not be suspended, voided, canceled, reduced in coverage or in limits, except by the reduction of the applicable aggregate limit by claims paid, until after 30 days prior written notice has been given to the County.

D. SECTION XVIII.I Acceptability of Insurers

Unless otherwise approved by the County, insurance is to be placed with insurers with a Bests' rating of no less than A: VIII, or, if not rated with Bests, with minimum surpluses the equivalent of Bests' surplus size VIII.

Professional Liability, Errors, and Omissions insurance may be placed with insurers with a Bests' rating of B+VII. Any exception must be approved by the County.

If, at any time, the foregoing policies shall fail to meet the above requirements, the City shall, upon notice to that effect from the County, promptly obtain a new policy, and shall submit the same to the County, with appropriate certificates and endorsements, for approval.

E. SECTION XVIII.J Verification of Coverage

The Engineer shall furnish the County with certificates of insurance and endorsements required by this Contract. The certificates and endorsements for

each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements for each insurance policy are to be on forms approved by the County prior to the commencement of activities associated with the Contract. The County reserves the right to require complete, certified copies of all required insurance policies at any time.

F. SECTION XVIII.K Subcontractors

The City shall include all subcontractors as insureds under its policies or shall require separate certificates of insurance and policy endorsements from each subcontractor. If the City is relying on the insurance coverages provided by subcontractors as evidence of compliance with the insurance requirements of this Contract, then such requirements and documentation shall be subject to all of the requirements stated herein.

6. SECTION XIX Nondiscrimination & Equal Employment Opportunity

A. SECTION XIX.B Nondiscrimination in Employment Provision of Services

During the performance of this Contract, neither the Engineer nor any party subcontracting under the authority of this Contract shall discriminate or tolerate harassment on the basis of race, color, sex, religion, national origin, marital status, sexual orientation, age, or the presence of any sensory, mental, or physical disability in the employment or application for employment or in the administration or delivery of services or any other benefits under this Contract. King County Code Chapters 12.16 and 12.17 are incorporated herein by reference, and to the extent applicable such requirements shall apply to this Contract.

B. SECTION XIX.C Nondiscrimination in Subcontracting Practices

During the solicitation, award and term of this Contract, the Engineer shall not create barriers to open and fair opportunities to participate in County contracts or to obtain or compete for contracts and subcontracts as sources of supplies, equipment, construction and services. In considering offers from and doing business with subcontractors and suppliers, the Engineer shall not discriminate against any person on the basis of race, color, religion, sex, age, national origin, marital status, sexual orientation or the presence of any mental or physical disability in an otherwise qualified disabled person.

C. SECTION XIX.D Compliance with Laws and Regulations

The Engineer shall comply fully with all applicable federal, state and local laws, ordinances, Presidential Executive Orders and regulations that prohibit discrimination to the extent applicable. These laws include, but are not limited to, KCC Chapter 12.17; RCW Chapter 49.60; Titles VI and VII of the Civil Rights Act of 1964, 42 USC 2000(a) et seq.; the Americans with Disabilities Act, 42

USC 12101 et seq.; and the Restoration Act of 1987. The Engineer shall further comply fully with any affirmative action requirements set forth in any federal regulations, statutes or rules included or referenced in the contract documents.

D. SECTION XIX.E Small Business and Minority and Women Business Enterprise Opportunities

King County encourages the Engineer to utilize small businesses, including Minority-owned and Women-owned Business Enterprises (“M/WBEs”) in County contracts. The County encourages the Engineer to use the following voluntary practices to promote open competitive opportunities for small businesses, including M/WBEs.

- a. Attending a pre-bid or pre-solicitation conference, if scheduled by the County, to provide project information and to inform small businesses and other firms of contracting and subcontracting opportunities.
- b. Placing all qualified small businesses, attempting to do business in King County, including M/WBEs, on solicitation lists, and providing written notice of subcontracting opportunities to these firms capable of performing the work, including without limitation all businesses on any list provided by the County, in sufficient time to allow such businesses to respond to the written solicitations.
- c. Breaking down total requirements into smaller tasks or quantities, where economically feasible, in order to permit maximum participation by small businesses, including M/WBEs.
- d. Establishing delivery schedules, where the requirements of this Contract permit, that encourages participation by small businesses, including M/WBEs.
- e. Providing small businesses, including M/WBEs that express interest with adequate and timely information about plans, specifications and requirements of the Contract.
- f. Using the services of available community organizations, contractor groups, local assistance offices, the County, and other organizations that provide assistance in the recruitment and placement of small businesses, including M/WBEs.
- g. The Washington State Office of Minority and Women’s Business Enterprises (OMWBE) can provide a list of certified M/WBEs. Contact OMWBE office at 360- 866-208-1064 or on-line through the web site at <http://www.omwbe.wa.gov/>.

E. SECTION XIX.F Equal Employment Opportunity

The Engineer shall implement and carry out the obligations in its Affidavit and Certificate of Compliance regarding equal employment opportunity, and all other requirements as set forth in the Affidavit and Certificate of Compliance.

F. SECTION XIX.G Fair Employment Practices

- a. King County Code Chapter 12.18 is incorporated by reference as if fully set forth herein and, to the extent applicable, such requirements apply to this Contract. In particular, these requirements specify that during the performance of this Contract, neither the Engineer nor any party subcontracting under the authority of this Contract shall engage in unfair employment practices. It is an unfair employment practice for any:
 - (i) Employer or labor organization to discriminate against any person with respect to referral, hiring, tenure, promotion, terms, conditions, wages or other privileges of employment;
 - (ii) Employment City or labor organization to discriminate against any person with respect to membership rights and privileges, admission to or participation in any guidance program, apprenticeship training program, or other occupational training program;
 - (iii) Employer, employment City, or labor organization to print, circulate, or cause to be printed, published or circulated, any statement, advertisement, or publication relating to employment or membership, or to use any form of application therefore, which indicates any discrimination unless based upon a bona fide occupation qualification;
 - (iv) Employment City to discriminate against any person with respect to any reference for employment or assignment to a particular job classification;
 - (v) Employer, employment City or a labor organization to retaliate against any person because that person has opposed any practice forbidden by KCC Chapter 12.18 or because that person has made a charge, testified or assisted in any manner in any investigation, proceeding or hearing initiated under the provisions of KCC Chapter 12.18;
 - (vi) Publisher, firm, corporation, organization or City printing, publishing or circulating any newspaper, magazine or other written publication to print or cause to be printed or circulated any advertisement with knowledge that the same is in violation of KCC 12.18.030(C), or to segregate and separately designate advertisements as applying only to men or women unless such discrimination is reasonably necessary to the normal operation of the particular business, enterprise or employment, unless based upon a bona fide occupational qualification;
 - (vii) Employer to prohibit any person from speaking in a language other than English in the workplace unless:

- (a) The employer can show that requiring that employees speak English at certain times is justified by business necessity; and
 - (b) The employer informs employees of the requirement and the consequences of violating the rule.
- b. If the Engineer engages in unfair employment practices as defined above, remedies as set forth in KCC Chapter 12.18 may be applied, in addition to those remedies specified in the Contract or otherwise available at law or equity.

G. SECTION XIX.H Record-Keeping Requirements and Site Visits

- a. The Engineer shall maintain, for at least six years after completion of all work under this Contract, the following:
 - (i) Records of employment, employment advertisements, application forms, and other pertinent data, records and information related to employment, applications for employment or the administration or delivery of services or any other benefits under this Contract; and
 - (ii) Records, including written quotes, bids, estimates or proposals submitted to the Engineer by all businesses seeking to participate on this Contract, and any other information necessary to document the actual use of and payments to subcontractors and suppliers in this Contract, including employment records.
 - (iii) The County may visit, at any time, the site of the work and the Engineer's office to review the foregoing records. The Engineer shall provide every assistance requested by the County during such visits. In all other respects, the Engineer shall make the foregoing records available to the County for inspection and copying upon request. If this Contract involves federal funds, the Engineer shall comply with all record keeping requirements set forth in any federal rules, regulations or statutes included or referenced in the contract documents.

H. SECTION XIX.I Sanctions for Violations

Any violation of the mandatory requirements of the provisions of this Section shall be a material breach of contract for which the City may be subject to damages, withholding payment and any other sanctions provided for by the Contract and by applicable law.

7. SECTION XXI Nondiscrimination in subcontracting practices

Projects using federal funds shall comply with the following requirements:

A. Federal Requirements

City of Covington
 Jenkins Creek Park
 Pedestrian ADA Path Improvements

Appendix A – King County Housing and Community
 Development Supplementary Conditions

In soliciting subcontractors to supply goods or services for the activities under this Contract, the Engineer shall comply with 24 CFR § 85.36(e) as amended if the City is a municipal corporation or an City of the State of Washington, and 24 CFR § 84.44(b)(1)-(5) if the City is a nonprofit corporation. In accordance with these regulations, the Engineer shall take all necessary affirmative steps to assure M/WBEs and labor surplus area firms are used as subcontractors when possible. Affirmative steps shall include those actions specified above in this Section of the Contract.

B. Nondiscrimination in Federally Assisted Construction

The Engineer shall also require compliance with Presidential Executive Order 11246 as amended and 41 CFR Part 60 regarding nondiscrimination in bid conditions for construction projects over \$10,000.

8. SECTION XXII Section 504 and Americans With Disabilities Act (ADA).

The City has completed a 504/ADA Self-Evaluation Questionnaire for all programs and services offered by the City (including any services not subject to this Contract) and has evaluated its services, programs and employment practices for compliance with Section 504 of the Rehabilitation Act of 1973, 29 USC 701 et seq.; and the ADA, 42 USC 12101 et seq. as amended. The City has completed a 504/ADA Assurance of Compliance. Such Assurance of Compliance is attached to this Contract and is incorporated herein by this reference.

A. Record-Keeping Requirements and Site Visits

The Engineer shall maintain, for at least six years after completion of all work under this Contract, the following:

- a. Records of employment, employment advertisements, application forms, and other pertinent data, records and information related to employment, applications for employment or the administration or delivery of services or any other benefits under this Contract; and
- b. Records, including written quotes, bids, estimates or proposals submitted to the Engineer by all businesses seeking to participate on this Contract, and any other information necessary to document the actual use of and payments to subcontractors and suppliers in this Contract, including employment records.
- c. The County may visit, at any time, the site of the work and the Engineer office to review the foregoing records. The Engineer shall provide every assistance requested by the County during such visits. In all other respects, the City shall make the foregoing records available to the County for inspection and copying upon request. If this Contract involves federal funds, the Engineer shall comply with all record keeping requirements set forth in any federal rules, regulations or statutes included or referenced in the contract documents.

9. SECTION XXVII.B No Preferential Treatment

The Engineer agrees that it will not attempt to secure preferential treatment in dealings with the County by offering any valuable consideration, thing of value, or gift, whether in the form of services, loan, thing, or promise, in any form, to any County official or employee. The Engineer acknowledges that if it is found to have violated the prohibition found in this paragraph its current contracts with the County shall be cancelled and it shall not be able to bid on any County contract for a period of two years.

10. SECTION XXIX Political Activity Prohibited

A. No Partisan Activity:

None of the funds, materials, property or services provided directly or indirectly under this Contract shall be used for any partisan political activity or to further the election or defeat of any candidate for public office.

B. Certification Regarding Lobbying: All Projects using federal funds shall also comply with the following subsection:

The Engineer certifies, to the best of its knowledge and belief, that:

- a. No federal appropriated funds have been paid or will be paid, by or on behalf of the Engineer, to any person for influencing or attempting to influence an officer or employee of any City, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any City, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the Engineer shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The Engineer shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subcontractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this

certification is a prerequisite for making or entering into this transaction imposed by 31 USC 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

11. SECTION XXXIII Proprietary Rights

The Engineer agrees to and does hereby grant to the County, irrevocable, nonexclusive, and royalty-free license to use, according to law, any patentable or copyrightable material or article and use any method that may be developed as part of the work under this Contract.

SUBJECT: DISCUSSION REGARDING LED STREETLIGHTS

RECOMMENDED BY: Derek Matheson, City Manager

ATTACHMENT(S):

1. City Owned Street Lights map
2. Streetlight Conversion to LED spreadsheet

PREPARED BY: Don Vondran, Public Works Director

EXPLANATION:

Technology has continued to advance in regards to light emitting diodes (LED) and their effectiveness in streetlights. Their low energy consumption and longer life can dramatically reduce operating and maintenance costs. However, the upfront costs to convert to an LED streetlight can take several years to reach cost recovery based on just the annual savings in operating and maintenance costs.

There are several cities that have converted to LED streetlights. However, the majority of the conversion has been for city-owned streetlights and not ones that are owned by PSE. For example, the City of Renton recently converted nearly 4,000 city-owned streetlights that cost \$4.3 million to complete. The city received a \$500,000 grant from the Department of Commerce and received \$589,000 from PSE in the form of a Utility Incentive Grant. The remaining \$3.2 million was financed through a 15-year low-interest Qualified Energy Conservation Bond. The debt service on the bonds was about \$216,000 per year but the city will save about \$271,000 per year in energy costs, resulting in a net \$55,000 annual savings. In talking with Renton, they have about 2,000 streetlights that are owned by PSE and they are still working on the process to get those converted.

The City of Des Moines is similar to us in that the majority of their streetlights are owned by PSE. They have 1,655 streetlights that are owned by PSE and they are currently in a 3 year conversion process to convert 1,021 streetlights to LED. The total cost to convert the 1,021 lights was \$195,000. They received a PSE grant/rebate in the amount of \$62,000. The net installation costs were \$133,000. They decided to spread the conversion over three years and pay for the costs out of city funds.

Covington is responsible for about 491 streetlights throughout the city (see Attachment 1). There are 36 lights that are a streetlight mastarm on a telephone pole. There are about 290 streetlights that are the green fiberglass pole with the green mastarm and cobrahead. There are 109 acorn style street lights seen in downtown and residential streets and 56 cobra heads on steel poles on SR 516. Except for the majority of the lights on SR 516 (inherited from WSDOT), the rest of the lights mentioned above are owned by PSE (Intolight – a division of PSE) and we pay a monthly maintenance and operation fee for each of the lights based on the type.

In talking with Intolight, they recommend starting with the streetlights on the telephone poles and the green fiberglass cobraheads. They do not have a cost for the replacement of acorn style streetlights at this time. As for the streetlights on SR 516, we would need to evaluate if we want to have Intolight take over the operation of those lights and do the conversion or we do a separate contract.

FISCAL IMPACT:

Attachment 2 shows a breakdown of the costs to convert the 36 streetlights on telephone poles and the 290 green fiberglass cobraheads. The costs to convert these streetlights are \$18,506.98 and \$125,293.33 with an annual savings of \$2,498.88 and \$13,881.72, respectively. These costs include a rebate from PSE based on each light that is converted. The cost of recovery without any additional grant funds would be on the order of 8 years.

The Department of Commerce does have an Energy Efficiency Grant program in which local governments can apply. Those applications are due September 18, 2014. The grant is for energy efficiency buildings, streetlights as well as solar uses. We plan on applying for this grant unless otherwise directed.

The balance remaining after receiving any grant funds would need to be financed over a period of time (similar to the City of Renton process described above) that would keep our annual expenditures neutral.

CITY COUNCIL ACTION: Ordinance Resolution Motion Other

PROVIDE INPUT TO STAFF.

REVIEWED BY: City Manager, Finance Director, City Attorney

ATTACHMENT 1

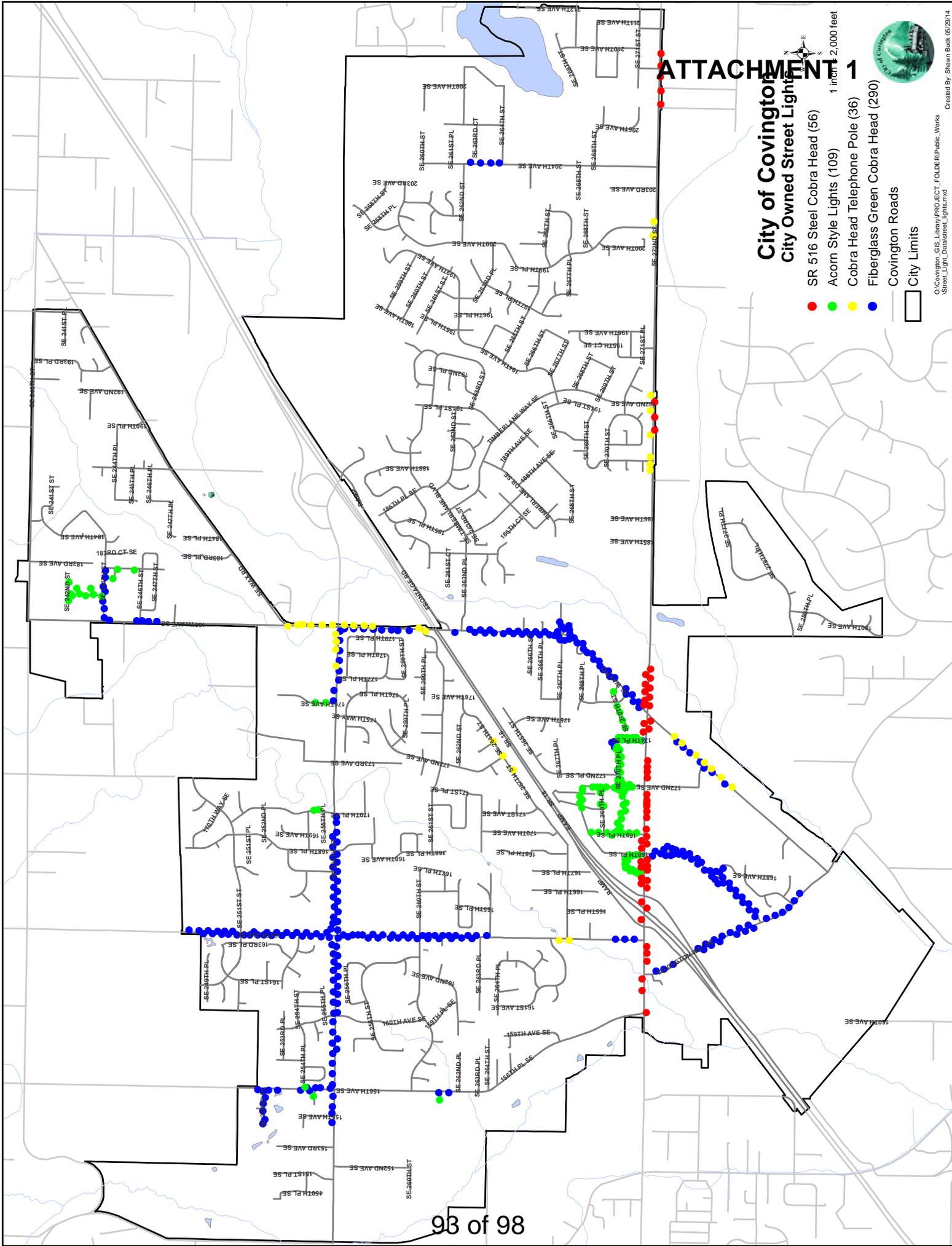
City of Covington City Owned Street Lighting

- SR 516 Steel Cobra Head (56)
- Acorn Style Lights (109)
- Cobra Head Telephone Pole (36)
- Fiberglass Green Cobra Head (290)
- Covington Roads
- City Limits



O:\Covington_GIS_Library\PROJECT_FOLDERS\Public_Works
(Street_Light_Datasheet_Lights.mxd)

Created By: Shawn Buck 05/29/14



Cobraheads on Power Poles (Schedule 53)

HPS Lamp Wattage	Number Installed	Cost to change out to LED	Estimated total change out costs	PSE Rebate
70W	0	\$ 162.75	\$ -	\$ -
100W	6	\$ 193.60	\$ 1,161.60	\$ 240.00
150W	1	\$ 364.47	\$ 364.47	\$ 60.00
200	11	\$ 505.29	\$ 5,558.19	\$ 770.00
250W	0	\$ 679.19	\$ -	\$ -
400W	18	\$ 794.04	\$ 14,292.72	\$ 1,800.00
	36		\$ 21,376.98	\$ 2,870.00

Net Installation Costs \$ 18,506.98

Green Fiberglass Cobrahead (Schedule 52)

HPS Lamp Wattage	Number Installed	Cost to change out to LED	Estimated total change out costs	PSE Rebate
70W	3	\$ 195.55	\$ 586.65	\$ 120.00
100W	38	\$ 226.40	\$ 8,603.20	\$ 1,520.00
150W	14	\$ 397.27	\$ 5,561.78	\$ 840.00
200W	218	\$ 538.09	\$ 117,303.62	\$ 15,260.00
250W	12	\$ 711.99	\$ 8,543.88	\$ 1,200.00
400W	5	\$ 826.84	\$ 4,134.20	\$ 500.00
	290		\$ 144,733.33	\$ 19,440.00

Net Installation Costs \$ 125,293.33

HPS Lamp Wattage	Number Installed	Schedule 53 HPS Rate PSE Owned	Annual HPS Costs	LED Flat Rate	Annual LED Costs
70W	0	\$ 10.34	\$ -	\$ 8.02	\$ -
100W	6	\$ 11.66	\$ 839.52	\$ 8.38	\$ 603.36
150W	1	\$ 13.78	\$ 165.36	\$ 10.29	\$ 123.48
200	11	\$ 16.57	\$ 2,187.24	\$ 12.46	\$ 1,644.72
250W	0	\$ 18.65	\$ -	\$ 15.19	\$ -
400W	18	\$ 25.21	\$ 5,445.36	\$ 17.44	\$ 3,767.04
	36		\$ 8,637.48		\$ 6,138.60

Annual Savings \$ 2,498.88

Payback(Yrs) 7.41

HPS Lamp Wattage	Number Installed	Schedule 53 HPS Rate PSE Owned	Annual HPS Costs	LED Flat Rate	Annual LED Costs
70W	3	\$ 10.34	\$ 372.24	\$ 8.02	\$ 288.72
100W	38	\$ 11.66	\$ 5,316.96	\$ 8.38	\$ 3,821.28
150W	14	\$ 13.78	\$ 2,315.04	\$ 10.29	\$ 1,728.72
200	218	\$ 16.57	\$ 43,347.12	\$ 12.46	\$ 32,595.36
250W	12	\$ 18.65	\$ 2,685.60	\$ 15.19	\$ 2,187.36
400W	5	\$ 25.21	\$ 1,512.60	\$ 17.44	\$ 1,046.40
	290		\$ 55,549.56		\$ 41,667.84

Annual Savings \$ 13,881.72

Payback(Yrs) 9.03

Remaining lights are Acorn style (109 lights) and SR 516 steel pole style (56 lights). At this time, there are no cost estimates from PSE for the Acorn style. The SR 516 lights would be similar to the "Cobraheads on Power Pole" conversion costs. However, the majority of those poles are not operated by PSE and would need to be converted separately.

**DISCUSSION OF
FUTURE AGENDA TOPICS:**

6:00 p.m., Tuesday, June 24, 2014 Special Study Session

7:00 p.m., Tuesday, June 24, 2014 Regular Meeting

(Draft Agendas Attached)



Covington: Unmatched quality of life



**CITY OF COVINGTON
SPECIAL MEETING AGENDA
CITY COUNCIL STUDY SESSION**

Council Chambers – 16720 SE 271st Street, Suite 100, Covington

Tuesday, June 24, 2014 - 6:00 p.m.

****Please note meeting start time ****

GENERAL INFORMATION:

The study session is an informal meeting involving discussion between and among the City Council, Commission (if applicable) and city staff regarding policy issues. Study sessions may involve presentations, feedback, brainstorming, etc., regarding further work to be done by the staff on key policy matters.

CALL CITY COUNCIL STUDY SESSION TO ORDER

ROLL CALL

APPROVAL OF AGENDA

ITEM(S) FOR DISCUSSION

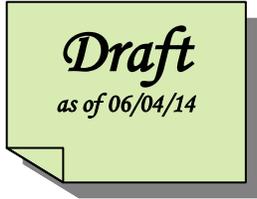
1. Fund Balance (Hendrickson)

PUBLIC COMMENT Speakers will state their name, address, and organization. Comments are directed to the City Council, not the audience or staff. Comments are not intended for conversation or debate and are limited to no more than four minutes per speaker. Speakers may request additional time on a future agenda as time allows.

ADJOURN

For disability accommodations call 253-480-2400 at least 24 hours in advance. For TDD relay service call (800) 833-6384 and ask the operator to dial 253-480-2400.

****Note* A Regular Council meeting will immediately follow at approximately 7:00 p.m.***



Covington: Unmatched quality of life
CITY OF COVINGTON
CITY COUNCIL REGULAR MEETING AGENDA
www.covingtonwa.gov



Tuesday, June 24, 2014
7:00 p.m.

City Council Chambers
16720 SE 271st Street, Suite 100, Covington

Note: A Special Study Session is scheduled from 6:00 to 7:00 p.m.

CALL CITY COUNCIL REGULAR MEETING TO ORDER

ROLL CALL/PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

PUBLIC COMMUNICATION

- Town Center Economic Impact and Infrastructure Study Presentation (Matheson)

PUBLIC COMMENT Speakers will state their name, address, and organization. Comments are directed to the City Council, not the audience or staff. Comments are not intended for conversation or debate and are limited to no more than four minutes per speaker. Speakers may request additional time on a future agenda as time allows.*

APPROVE CONSENT AGENDA

- C-1. Minutes: May 13, 2014 Regular Meeting; May 27, 2014 Regular Meeting; June 3, 2014 Tri Cities Special Joint Meeting; June 9, 2014 Special Study Session; June 10, 2014 Special Study Session, and June 10, 2014 Regular Meeting
- C-2. Vouchers (Hendrickson)
- C-3. Resolution Authorizing Investment in the Washington State Local Government Investment Pool (Hendrickson)
- C-4. Approve an Interlocal Agreement with King County to Accept Parks Levy Funds (Feser)

REPORTS OF COMMISSIONS

- Arts Chair Sandy Bisordi: June 12 meeting.
- Human Services Chair Fran McGregor: June 12 meeting.
- Parks & Recreation Chair Steven Pand: June 18 meeting.
- Planning Chair Sean Smith: June 19 meeting; June 5 meeting canceled.
- **Future Meetings:** Economic Development Council Next Meeting: June 26.

NEW BUSINESS

1. Approve Ordinances Revising Commission Charters (Scott)
2. Discuss Selection of Citizen and Honorary Citizen of the Year (Slate)

COUNCIL/STAFF COMMENTS - Future Agenda Topics

PUBLIC COMMENT *See Guidelines on Public Comments above in First Public Comment Section

EXECUTIVE SESSION – If Needed

ADJOURN

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