



CITY OF COVINGTON
CITY COUNCIL REGULAR MEETING AGENDA
www.covingtonwa.gov

Tuesday, February 9, 2016
7:00 p.m.

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

CALL CITY COUNCIL REGULAR MEETING TO ORDER

ROLL CALL/PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

PUBLIC COMMUNICATION

- King County Presentation on Tri-City Community Van Program (Tricia Barbachan and Anne Bruskland – 20 minutes)

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. Vouchers (Hendrickson)

C-2. Approve Consultant Contract for Covington Community Park Phase II Design Services (Newton)

PUBLIC HEARING

1. Receive Public Testimony and Consider Ordinance Extending Moratorium on Medical Marijuana Production and Processing Facilities, Dispensaries, and Collective Gardens for Six Months (Hart)

NEW BUSINESS

2. Appointments to Parks and Recreation Commission (Council)
3. Discuss Commissioner Conduct (Council)

COUNCIL/STAFF COMMENTS - Future Agenda Topics

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

EXECUTIVE SESSION

- To Discuss the Acquisition of Real Estate Pursuant to RCW 42.30.110(1)(b)

ADJOURN

Consent Agenda Item C-1

Covington City Council Meeting

Date: February 9, 2016

SUBJECT: APPROVAL OF VOUCHERS

RECOMMENDED BY: Rob Hendrickson, Finance Director

ATTACHMENT(S): Vouchers: Vouchers #33571-33625, including ACH payments in the amount of \$221,972.22, dated January 22, 2016; and Paylocity Payroll Checks #1004818649-1004818664 inclusive, plus employee direct deposits in the amount of \$175,925.54, dated January 29, 2016.

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 #33571-33625, including ACH payments in the amount of \$221,972.22, dated January 22, 2016; and Paylocity Payroll Checks #1004818649-1004818664 inclusive, plus employee direct deposits in the amount of \$175,925.54, dated January 29, 2016.

.

January 22, 2016

City of Covington

City of Covington

City of Covington
Voucher/Check Register

Check #33571 through Check #33625, including ACH payments

In the Amount of \$221,972.22

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

Jeff Wagner
City Councilmember

Marlla Mhoon
City Councilmember

Council Meeting Date Approved _____

Accounts Payable

Checks by Date - Detail by Check Date

User: scles
 Printed: 1/21/2016 4:21 PM



Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
ACH	0706	Covington Retail Associates	01/22/2016	
	4735	1st floor; building lease, February		27,018.92
	4735	1st floor; operating expenses, February		10,401.29
	4736	2nd floor; building lease, February		3,446.92
	4736	2nd floor; operating expenses, February		1,406.68
Total for this ACH Check for Vendor 0706:				42,273.81
ACH	0780	DAWN	01/22/2016	
	0780-4Qtr	Human services, CAP; 4th Quarter 2015		500.00
	0780-4Qtr-1	Human services, Housing; 4th Quarter 2015		1,500.00
	0780-4Qtr-2	Human services joint funding; CAP, 4th Quarter		6,312.50
	0780-4Qtr-3	Human services joint funding, Housing, 4th Qua		16,750.00
Total for this ACH Check for Vendor 0780:				25,062.50
ACH	0819	Don Vondran	01/22/2016	
	16-01	Vondran; 2016 flexible spending		2,000.00
Total for this ACH Check for Vendor 0819:				2,000.00
ACH	1408	Washington Workwear Stores Inc.	01/22/2016	
	11910	Slate; sweatshirts, shirts		231.32
	2168	Dalton; safety glasses		35.81
Total for this ACH Check for Vendor 1408:				267.13
ACH	1410	Marlla Mhoon	01/22/2016	
	1410-1	Mhoon; various meetings, mileage/parking		352.29
Total for this ACH Check for Vendor 1410:				352.29
ACH	1688	Mountain Mist	01/22/2016	
	054257-1	Maint shop; bottled water, December		12.79
	054257-1	Maint shop; bottled water, December		6.40
	054257-1	Aquatics; bottled water, December		66.76
	054257-1	Maint shop; bottled water, December		12.79
	054257-1	City hall; bottled water, December		106.78
Total for this ACH Check for Vendor 1688:				205.52
ACH	1901	Modern Building Systems, Inc.	01/22/2016	
	0071465	Maint shop; building lease, 2/1-3/1/16		426.80
	0071465	Maint shop; building lease, 2/1-3/1/16		569.06
	0071465	Maint shop; building lease, 2/1-3/1/16		426.80
Total for this ACH Check for Vendor 1901:				1,422.66
ACH	2500	Tetra Tech, Inc.	01/22/2016	
	51003817	CIP 1127; engineering services, 11/21-12/25/15		8,916.33

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
Total for this ACH Check for Vendor 2500:				8,916.33
ACH	2555 47517236	NuCO2 LLC Aquatics; CO2 for pH control	01/22/2016	117.18
Total for this ACH Check for Vendor 2555:				117.18
ACH	2633 0425678-IN 0425678-IN 0425678-IN	National Safety, Inc. Maint shop; earplugs Maint shop; earplugs Maint shop; earplugs	01/22/2016	16.95 16.95 22.60
Total for this ACH Check for Vendor 2633:				56.50
ACH	2813 2813-1 2813-1 2813-1-1 2813-1-1 2813-1-2 2813-1-2 2813-1-3 2813-1-3	Rachael Leung Leung; mileage reimbursement, August Leung; mileage reimbursement, August Leung; mileage reimbursement, September Leung; mileage reimbursement, September Leung; mileage reimbursement, October Leung; mileage reimbursement, October Leung; mileage reimbursement, December Leung; mileage reimbursement, December	01/22/2016	13.95 13.94 1.62 1.61 2.43 2.42 4.04 4.04
Total for this ACH Check for Vendor 2813:				44.05
ACH	2821 2821-01	Dominic Finazzo Finazzo; Business Institute, mileage	01/22/2016	16.84
Total for this ACH Check for Vendor 2821:				16.84
ACH	2855 2855-1	Regan Bolli Bolli; EDC Forecasting, parking	01/22/2016	15.00
Total for this ACH Check for Vendor 2855:				15.00
33571	0206 549225	AFLAC Insurance premiums, January	01/22/2016	405.97
Total for Check Number 33571:				405.97
33572	3036 96142 96142 96142 96142	AGC Education Foundation Dalton; Stormwater BMPs for Const Recertificat Parrish; Stormwater BMPs for Const Recertifica Fealy; Stormwater BMPs for Const Recertificati Fealy; Stormwater BMPs for Const Recertificati	01/22/2016	200.00 200.00 80.00 120.00
Total for Check Number 33572:				600.00
33573	2941 11-21003910 11-21003910 11-21003910 11-21003910	AlienVault, Inc. Security Management software upgrade count, u Security Management software subscription, mai Security Management software upgrade count Security Management software subscription, mai	01/22/2016	-179.57 1,574.70 2,267.57 -124.70
Total for Check Number 33573:				3,538.00
33574	0955 10422369	American Red Cross Lifeguarding classes, 12/12/15	01/22/2016	54.00
Total for Check Number 33574:				54.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
33575	1534	APWA - WA State Chapter	01/22/2016	
	1800098-8856452	Bates/Lindskov; APWA Public Works Institute		550.00
	1800098-8856452	Bates/Lindskov; APWA Public Works Institute		450.00
Total for Check Number 33575:				1,000.00
33576	0077	Association of WA Cities	01/22/2016	
	39678	Workers Comp retro Program; 1/1-12/31/16		3,871.72
Total for Check Number 33576:				3,871.72
33577	2773	Batteries Plus Bulbs #898	01/22/2016	
	897-279480	Crestwood School Zone; beacon lights batteries		71.12
Total for Check Number 33577:				71.12
33578	0637	Bill's Locksmith Service, Inc.	01/22/2016	
	112214	School Zone; locks for light boxes		91.82
Total for Check Number 33578:				91.82
33579	1868	The Brickman Group Ltd, LLC	01/22/2016	
	1868-Ret	2015 landscape maintenance; retainage payable		2,322.26
	5101954170	Landscaping maintenance, January		5,400.68
Total for Check Number 33579:				7,722.94
33580	0026	C&B Awards	01/22/2016	
	2465	Recognition plaque; outgoing Mayor Harto		67.33
	2468	Basketball shirts		5,878.74
Total for Check Number 33580:				5,946.07
33581	1997	Capital One Commercial	01/22/2016	
	654296	Maint shop; paper products, cocoa		44.42
	654296	Maint shop; paper products, cocoa		33.31
	654296	Maint shop; paper products, cocoa		33.31
	654296	City hall; paper products, batteries, cleaners, cre		312.87
Total for Check Number 33581:				423.91
33582	2366	CenturyLink Business Services	01/22/2016	
	1362584951	Aquatics; internet, December		235.00
	1362584951	Aquatics; loop service, January		125.00
Total for Check Number 33582:				360.00
33583	0877	City of Auburn	01/22/2016	
	16-028975	Human services; Crisis Clinic		10,200.00
Total for Check Number 33583:				10,200.00
33584	2942	City of Burien	01/22/2016	
	0019355	Human services, Child Care Resources		3,545.00
Total for Check Number 33584:				3,545.00
33585	0219	City of Maple Valley	01/22/2016	
	INV02519	Building inspector services; November		3,468.75
	INV02531	Building inspector services; December		4,275.00
Total for Check Number 33585:				7,743.75

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
33586	1170 NW2840915	Coastwide Laboratories Aquatics; cleaning supplies, paper products	01/22/2016	505.95
Total for Check Number 33586:				505.95
33587	3037 21171 21171	Community Safety Institute Neighborhood Watch Toolkit Neighborhood Watch Toolkit, use tax	01/22/2016	43.44 -3.44
Total for Check Number 33587:				40.00
33588	0184 183	Cordi & Bejarano Public defender services; 12/1-12/29/15	01/22/2016	2,400.00
Total for Check Number 33588:				2,400.00
33589	0108 0108-1	Covington Chamber of Commerce 2016 Chamber business membership	01/22/2016	4,780.00
Total for Check Number 33589:				4,780.00
33590	1983 48618961	De Lage Landen Financial Svcs Aquatics; copiers' lease, 1/1-1/31/16	01/22/2016	109.64
Total for Check Number 33590:				109.64
33591	1840 53095	dizard Aquatics; Octopus toy plus inflator	01/22/2016	5,072.00
Total for Check Number 33591:				5,072.00
33592	0361 601-802-997-4Qt	Employment Security Department Unemployment compensation; 4th Quarter 2015	01/22/2016	4,667.01
Total for Check Number 33592:				4,667.01
33593	1213 076479	Everson's Econo-Vac, Inc. Vactor truck services, 12/8 & 12/29/15	01/22/2016	1,462.92
Total for Check Number 33593:				1,462.92
33594	1463 004659276 004659277	Galls LED Dash Light unit, Flare Kit Gun case	01/22/2016	516.32 104.79
Total for Check Number 33594:				621.11
33595	2553 Dec15 1123	Gordon Thomas Honeywell Governmental Governmental Affairs services; December	01/22/2016	2,000.00
Total for Check Number 33595:				2,000.00
33596	0302 15563.00	Gray & Osborne CIP 1086; engineering services, 12/6-12/31/15	01/22/2016	634.00
Total for Check Number 33596:				634.00
33597	2706 2706-4Qtr 2706-4Qtr-1 2706-4Qtr-2 2706-4Qtr-3	Health Point Human services; Dental, 4th Quarter 2015 Human services; Medical, 4th Quarter 2015 Human services joint funding; Medical, 4th Quarter Human services joint funding; Dental, 4th Quarter	01/22/2016	1,250.00 1,250.00 28,150.00 13,557.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for Check Number 33597:	44,207.00
33598	3038	IBS, Inc.	01/22/2016	
	606216-1	Maint shop; screws, washers, hex nuts		126.08
	606216-1	Maint shop; screws, washers, hex nuts		94.57
	606216-1	Maint shop; screws, washers, hex nuts		94.56
			Total for Check Number 33598:	315.21
33599	0218	IIMC	01/22/2016	
	24259	Scott; IIMC membership through 3/31/17		155.00
	24260	Michaud; IIMC membership through 3/31/17		95.00
			Total for Check Number 33599:	250.00
33600	1342	Integra Telecom	01/22/2016	
	13575758	Maint shop; telephone, 1/8-2/7/16		136.18
	13575758	City hall; telephone credit, 1/1-1/7/16		-134.01
	13575758	City hall; telephone, 1/8-2/7/16		642.22
	13575758	City hall; telephone refund; 12/14-12/31/15		-344.59
	13575758	Maint shop; telephone, 1/8-2/7/16		181.57
	13575758	Maint shop; telephone, 1/8-2/7/16		136.18
	13575758	Aquatics; telephone, 1/8-2/7/16		90.24
			Total for Check Number 33600:	707.79
33601	1803	Iron Mountain	01/22/2016	
	MDG2045	Document storage service; January		157.00
	MDG2045	Document storage service; 11/24-12/28/15		466.13
			Total for Check Number 33601:	623.13
33602	1702	J.J. Keller & Associates, Inc.	01/22/2016	
	9100884634	Employment Law subscription, 11/1/15-10/31/18		508.25
	9100886521	Essentials of Employee Relations subscription, 1		498.47
			Total for Check Number 33602:	1,006.72
33603	0143	King County Finance	01/22/2016	
	4077945	Maint; sewer treatment, 10/1-12/31/15		19.43
	4077945	Maint; sewer treatment, 10/1-12/31/15		19.43
	4077945	Maint; sewer treatment, 10/1-12/31/15		9.71
			Total for Check Number 33603:	48.57
33604	0143	King County Finance	01/22/2016	
	11004166	City hall; internet services, December		375.00
			Total for Check Number 33604:	375.00
33605	2490	Law Office of Theresa and Phillip Griffin	01/22/2016	
	2490-1	Public defender, video court, November		1,350.00
			Total for Check Number 33605:	1,350.00
33606	1431	Valerie Lyon	01/22/2016	
	1431-1	Reimbursement; Council meeting ceremony, cak		57.70
			Total for Check Number 33606:	57.70
33607	2030	John Meier	01/22/2016	

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	2030-2015	Utility tax rebate; electricity		45.46
	2030-2015	Utility tax rebate; natural gas		25.17
	2030-2015	Utility tax rebate; solid waste		14.21
	2030-2015	Utility tax rebate; telephone		21.18
	2030-2015	Utility tax rebate; cellular/pager		35.52
Total for Check Number 33607:				141.54
33608	2950 2950-1	Laura Morrissey Recognition photobook for retiring Parks Comm	01/22/2016	88.56
Total for Check Number 33608:				88.56
33609	1487 775186 775186 775186	NAPA Auto Parts Maint shop; brake/parts washer Maint shop; brake/parts washer Maint shop; brake/parts washer	01/22/2016	499.56 999.12 999.12
Total for Check Number 33609:				2,497.80
33610	0004 1883002391 1883002391 1883002391 1883437276 1883437276 1883437276 814738803001 816301299001 816301656001	Office Depot Fealy; wireless mouse Fealy; wireless mouse Fealy; wireless mouse Gaudette; planner Gaudette; planner Gaudette; planner Office supplies Office supplies Office supplies	01/22/2016	6.51 3.26 6.51 6.95 3.47 6.95 88.55 185.03 31.57
Total for Check Number 33610:				338.80
33611	3039 606649	Pamplin Media Group WA Festivals Guide; display ads	01/22/2016	1,783.00
Total for Check Number 33611:				1,783.00
33612	1004 8522619 8522619	PaperDirect, Inc. Certificate jackets Certificate jackets, use tax	01/22/2016	71.64 -5.67
Total for Check Number 33612:				65.97
33613	1407 21-23520	Parametrix, Inc. Plan review services; 11/1-11/28/15	01/22/2016	289.39
Total for Check Number 33613:				289.39
33614	0161 200003986730-1 200003986730-1 200003987282-1 200003987282-1 200003987464-1 200003987464-1 200004045635-1 200004045635-1 200004045866-1 200004045866-1 200005568858-1 200013103656-1	Puget Sound Energy Streets; electricity, 1/1-1/4/16 Streets; electricity, 12/4-12/31/15 Streets; electricity, 12/5-12/31/15 Streets; electricity, 1/1-1/5/16 Streets; electricity, 1/1-1/5/16 Streets; electricity, 12/5-12/31/15 Streets; electricity, 12/4-12/31/15 Streets; electricity, 1/1-1/4/16 Streets; electricity, 1/1-1/5/16 Streets; electricity, 12/5-12/31/15 Streets; electricity, 12/2-12/30/15 CCP; electricity, 12/2-12/30/15	01/22/2016	11.60 81.17 59.32 10.98 1.86 10.04 86.30 12.33 12.68 68.49 91.88 29.62

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	200013951476-1	Streets; electricity, 12/2-12/30/15		99.78
	200014568881-1	Maint shop; electricity, 12/2-12/30/15		80.76
	200014568881-1	Maint shop; electricity, 12/2-12/30/15		80.76
	200014568881-1	Maint shop; electricity, 12/2-12/30/15		40.38
	200022909309-1	Streets; electricity, 1/1-1/4/16		11.77
	200022909309-1	Streets; electricity, 12/4-12/31/15		82.36
	200022909689-1	Skate park; electricity, 1/1-1/5/16		2.18
	200022909689-1	Skate park; electricity, 12/5-12/31/15		11.80
	300000007744-1	Aquatics; electricity, 10/30-12/1/15		2,466.49
	300000007744-1	Aquatics; natural gas, 10/30-12/1/15		2,640.58
	300000007934-1	City hall; electricity, 1/1-1/4/16		253.91
	300000007934-1	City hall; natural gas, 1/1-1/4/16		29.46
	300000007934-1	City hall; electricity, 12/4-12/31/15		1,777.38
	300000007934-1	City hall; natural gas, 12/4-12/31/15		206.22
			Total for Check Number 33614:	8,260.10
33615	0185 0185-1	Puget Sound Finance Officers PSFOA; 2016 membership dues	01/22/2016	50.00
			Total for Check Number 33615:	50.00
33616	1905 C846416-701 C846964-701 C846964-701	Sharp Electronics Corporation Workroom copier; usage, 11/29-12/31/15 Aquatics; copiers' usage, 12/1-12/31/15 Aquatics; copiers' usage, 1/1-1/7/16	01/22/2016	2,165.46 67.19 15.17
			Total for Check Number 33616:	2,247.82
33617	1850 4251-8 4257-5	Sherwin-Williams Co. City hall; paint supplies City hall; paint	01/22/2016	38.35 614.89
			Total for Check Number 33617:	653.24
33618	3012 INV00133351	Smarsh Inc. Mobile text archiving; 12/1-12/31/15	01/22/2016	49.50
			Total for Check Number 33618:	49.50
33619	3009 US-PSI-450868 US-PSI-450868 US-PSI-450868 US-PSI-450868 US-PSI-450868 US-PSI-450868	SoftwareOne, Inc. Mueller; Acrobat Pro DC/Indesign subscription t Vondran; Acrobat Standard DC subscription thro Hagen; Acrobat Standard DC subscription throug Vondran; Acrobat Standard DC subscription thro Lyon; Acrobat Pro DC subscription through 3/6/ Michaud; Acrobat Pro DC subscription through :	01/22/2016	546.13 78.86 157.72 78.86 182.00 182.00
			Total for Check Number 33619:	1,225.57
33620	1903 7651622 7651622	Sound Publishing, Inc. Weekly bulletins; 12/4, 12/11, 12/25 Monthly full page ad	01/22/2016	592.55 2,799.25
			Total for Check Number 33620:	3,391.80
33621	0736 792949	Sound Security, Inc. Sonitrol cards	01/22/2016	54.30
			Total for Check Number 33621:	54.30
33622	0070	State Treasurer	01/22/2016	

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	0070-1	State building permits payable; July - December		522.00
			Total for Check Number 33622:	522.00
33623	2556	United Site Services	01/22/2016	
	114-3639035	Gardner property; temporary fence rental, 1/1-1/2		279.53
	114-3639035	Gardner property; portable fence rental, 12/26-1/2		76.24
			Total for Check Number 33623:	355.77
33624	2103	US Bancorp Equip Finance Inc.	01/22/2016	
	295133227	Copier lease		130.32
	295133227	Copier lease		86.88
			Total for Check Number 33624:	217.20
33625	0355	WRPA	01/22/2016	
	726	Bahl; WRPA Risk Management School, registrat		299.00
	730	Bahl/Unruh/Finazzo; WRPA conference registrat		807.00
	730	Leung; WRPA conference registration		134.50
	730	Newton/Feser; WRPA conference registration		538.00
	730	Patterson; WRPA conference registration		269.00
	730	Leung; WRPA conference registration		134.50
			Total for Check Number 33625:	2,182.00
			Total for 1/22/2016:	221,972.22
			Report Total (68 checks):	221,972.22

January 29, 2016

City of Covington

Payroll Approval

- Request Council approval for payment of Payroll dated 01/29/16 consisting of:

PAYLOCITY CHECK # 1004818649 through PAYLOCITY CHECK # 10044818664 inclusive, plus employee direct deposits

IN THE AMOUNT OF \$175,925.54

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 COUNCIL APPROVAL REPORT.

Cassandra Parker
Senior Accountant

Mark Lanza
City Councilmember

Jeff Wagner
City Councilmember

Marlla Mhoon
City Councilmember

Council Meeting Date Approved: _____

1/29/2016 Payroll Voucher

Payroll Checks for Account Paylocity Account

Check/Voucher	Check Type	Check Date	Employee Id	Employee Name	Net Amount
111596	Regular	1/29/2016	503	Bolli, Regan H	4,810.48
111597	Regular	1/29/2016	246	Kirshenbaum, Kathleen	525.32
111598	Regular	1/29/2016	243	Lyon, Valerie	1,509.36
111599	Regular	1/29/2016	234	Mhooon, Darren S	1,492.31
111600	Regular	1/29/2016	162	Michaud, Joan M	2,221.78
111601	Regular	1/29/2016	123	Scott, Sharon G	2,579.56
111602	Regular	1/29/2016	313	Slate, Karla J	2,484.56
111603	Regular	1/29/2016	444	Ziolkowski, Diana	
111604	Regular	1/29/2016	275	Hart, Richard	3,183.48
111605	Regular	1/29/2016	368	Mueller, Ann M	1,698.97
111606	Regular	1/29/2016	180	Cles, Staci M	1,957.98
111607	Regular	1/29/2016	146	Hagen, Lindsay K	1,642.23
111608	Regular	1/29/2016	235	Hendrickson, Robert	3,857.18
111609	Regular	1/29/2016	105	Parker, Cassandra	2,650.24
111610	Regular	1/29/2016	454	Salazar-Delatorre, Viviana J	209.01
111611	Regular	1/29/2016	433	Cimaomo, Joseph T	390.11
111612	Regular	1/29/2016	323	Harto, Margaret	578.07
111613	Regular	1/29/2016	324	Lanza, Mark	382.11
111614	Regular	1/29/2016	326	Mhooon, Marlla	541.85
111615	Regular	1/29/2016	327	Scott, James A	413.57
111616	Regular	1/29/2016	502	Smith, Sean D	580.24
111617	Regular	1/29/2016	329	Wagner, Jeffrey	766.77
111618	Regular	1/29/2016	374	Allen, Joshua C	2,074.57
111619	Regular	1/29/2016	353	Dalton, Jesse J	1,822.77
111620	Regular	1/29/2016	373	Fealy, William J	2,041.43
111621	Regular	1/29/2016	301	Gaudette, John J	1,845.66
111622	Regular	1/29/2016	186	Junkin, Ross D	2,901.85
111623	Regular	1/29/2016	268	Bykonen, Brian D	2,307.88
111624	Regular	1/29/2016	279	Christenson, Gregg R	2,994.69
111625	Regular	1/29/2016	270	Lyons, Salina K	2,370.50
111626	Regular	1/29/2016	269	Meyers, Robert L	3,468.53
111627	Regular	1/29/2016	284	Ogren, Nelson W	2,852.70
111628	Regular	1/29/2016	266	Thompson, Kelly	2,278.03
111629	Regular	1/29/2016	518	Islam, Shahinur	471.67
111630	Regular	1/29/2016	307	Morrissey, Mayson	3,089.52
111631	Regular	1/29/2016	199	Bahl, Rachel A	2,588.57
111632	Regular	1/29/2016	397	Ball, Jaquelyn I	1,372.15
111633	Regular	1/29/2016	451	Conway, Sean	1,620.46
111634	Regular	1/29/2016	428	Feser, Angela M	2,314.87
111635	Regular	1/29/2016	448	Finazzo, Dominic V	1,581.52
111636	Regular	1/29/2016	305	Kiselyov, Tatyana	1,620.46
111637	Regular	1/29/2016	453	Leung, Rachael M	1,315.35
111638	Regular	1/29/2016	195	Patterson, Clifford	2,521.74
111639	Regular	1/29/2016	540	Unruh, Gordon B	1,662.88
111640	Regular	1/29/2016	106	Bates, Shellie L	2,215.20
111641	Regular	1/29/2016	349	Buck, Shawn M	1,843.16
111642	Regular	1/29/2016	273	French, Fred	101.47
111643	Regular	1/29/2016	436	Lindskov, Robert T	3,079.35
111644	Regular	1/29/2016	257	Parrish, Benjamin A	2,093.57
111645	Regular	1/29/2016	173	Vondran, Donald M	3,874.31
111646	Regular	1/29/2016	252	Wesley, Daniel A	2,260.05
111647	Regular	1/29/2016	388	Andrews, Kaitlyn E	399.28
111648	Regular	1/29/2016	434	Bailey, Brooke	170.98
111649	Regular	1/29/2016	481	Binder, Jordan M	143.33
111650	Regular	1/29/2016	534	Blakely, Gavin D	92.41
111651	Regular	1/29/2016	513	Bryant, Colin A	59.89
111652	Regular	1/29/2016	517	Burke, Austin W	140.95
111653	Regular	1/29/2016	514	Collins, Ashtyn E	354.98
111654	Regular	1/29/2016	258	Cox, Melissa	986.37
111655	Regular	1/29/2016	526	Duval-Dreblow, Shailynn R	411.22
111656	Regular	1/29/2016	505	Gormley, Hannah E	133.79
111657	Regular	1/29/2016	508	Hagbert, Olivia M	57.75

111658 Regular	1/29/2016	460 Hatch, Christopher	92.41	
111659 Regular	1/29/2016	530 Hauck, Liam M	11.55	
111660 Regular	1/29/2016	512 Hauer, Colton A	34.66	
111661 Regular	1/29/2016	426 Knox, Patrick L	268.64	
111662 Regular	1/29/2016	410 Lanz, Avalon A.	647.53	
111663 Regular	1/29/2016	539 Losacco, Alessandra G	148.73	
111664 Regular	1/29/2016	435 Martin, Iain-Josiah	393.58	
111665 Regular	1/29/2016	525 Mastroianni, Anthony J	122.01	
111666 Regular	1/29/2016	483 Medel, Erick	76.16	
111667 Regular	1/29/2016	516 Montero, Ivan P	210.20	
111668 Regular	1/29/2016	445 Portin, Andrew	75.33	
111669 Regular	1/29/2016	387 Praggastis, Elena C	126.54	
111670 Regular	1/29/2016	493 Sears, Andrew J	198.79	
111671 Regular	1/29/2016	492 Spencer, Ethan R	337.74	
111672 Regular	1/29/2016	392 Wardrip, Spencer A	551.38	
111673 Regular	1/29/2016	432 Wilton, Sara J	200.16	
111674 Regular	1/29/2016	533 Wruth, Hunter T	127.98	
111675 Regular	1/29/2016	487 Bykonen, Tyler B	85.46	
111676 Regular	1/29/2016	494 Carlsen, Zachary D	91.59	
111677 Regular	1/29/2016	488 Cles, Erin L	58.77	
111678 Regular	1/29/2016	541 Cox, Christopher S	260.91	
111679 Regular	1/29/2016	482 Cruz, Garrett M	183.84	
111680 Regular	1/29/2016	528 Hopp, Tyler A	77.13	
111681 Regular	1/29/2016	495 Tashiro-Townley, Joshua C	173.55	
111682 Regular	1/29/2016	116 Beaufre, Noreen	2,962.06	
111683 Regular	1/29/2016	137 Throm, Victoria J	2,031.14	
1004818649 Regular	1/29/2016	364 Newell, Nancy J	66.50	
1004818650 Regular	1/29/2016	194 Newton, Ethan A	1,327.53	
1004818651 Regular	1/29/2016	527 Ainsworth, Nicholas D	319.94	
1004818652 Regular	1/29/2016	509 Brannon, David J	166.34	
1004818653 Regular	1/29/2016	274 Goldfoos, Rhyan	61.76	
1004818654 Regular	1/29/2016	489 Wold, Jared K	161.36	
1004818655 Regular	1/29/2016	480 Woods, Dylan J	28.39	
1004818656 Regular	1/29/2016	542 Bolton, Max	48.20	
1004818657 Regular	1/29/2016	496 Chick, Tanner C	59.56	
1004818658 Regular	1/29/2016	521 Ellsworth, Joseph G	90.94	
1004818659 Regular	1/29/2016	519 Lopez, Joseph C	57.85	
1004818660 Regular	1/29/2016	461 Miller, Austin	61.34	
1004818661 Regular	1/29/2016	538 Potts, Julien D	28.93	
1004818662 Regular	1/29/2016	474 Shank, Elijah J	50.62	
1004818663 Regular	1/29/2016	543 Valerio, Max J	125.34	
Totals for Payroll Checks	103 Items		112,213.48	
Third Party Checks for Account Paylocity Account				
<u>Check/Voucher</u>	<u>Check Type</u>	<u>Check Date</u>	<u>Employee Id Employee Name</u>	<u>Net Amount</u>
111684	AGENCY	1/29/2016	401SS ICMA Retirement Trust	17,876.42
111685	AGENCY	1/29/2016	457Ex Vantagepoint Transfer Agent-457	364.86
111686	AGENCY	1/29/2016	CICOV City of Covington	3,073.30
111687	AGENCY	1/29/2016	Emp City of Covington Employee	106.00
111688	AGENCY	1/29/2016	IC401 ICMA Retirement Trust	15,613.20
111689	AGENCY	1/29/2016	IC457 ICMA Retirement Trust	2,071.18
111690	AGENCY	1/29/2016	ROTH ICMA Retirement Trust	150.00
111691	AGENCY	1/29/2016	VEBA HRA VEBA Trust Contributions	1,785.00
1004818664	AGENCY	1/29/2016	JG1 WASH CHILD SUPPORT	110.41
Totals for Third Party Checks	9 Items			41,150.37
			Reimbursement from Ziolkowski	55.41
			Tax Liabilities	20869.41
			Paylocity Fees	1636.87
			Grand Total	<u>\$ 175,925.54</u>

Consent Agenda Item C-2

Covington City Council Meeting

Date: February 9, 2016

SUBJECT: AUTHORIZE THE CITY MANAGER TO EXECUTE A CONTRACT FOR PARK DESIGN FOR COVINGTON COMMUNITY PARK PHASE 2.

RECOMMENDED BY: Ethan Newton, Parks and Recreation Director

ATTACHMENTS:

1. Professional Services Agreement
2. Scope of Work and Fees

PREPARED BY: Angie Feser, Parks Planner

EXPLANATION:

Covington Community Park (CCP) Phase I construction was completed June 2013. The 60% level of both Phases 2 and 3 design and Phase 2 cost estimate were completed in May 2014. Due to increased grant funding, Phase 2 was expanded, reviewed and approved by City Council in December 2015. With construction slated for 2017, the next phase of work includes advancing the existing design plans along with required permit applications. Program elements for Phase 2 include, but are not limited to, surface parking for approximately 128 parking stalls; children's play area (partial); fitness area with exercise stations; (1) tennis court; structures including concessions/comfort station, community stage with green roof, (1) large shelter, (2) small shelters; wetland mitigation; utility infrastructure; partial frontage improvements along 180th Avenue SE; and soft surface and paved connections to existing trails.

The contract Scope of Work includes provision of professional design services including site reconnaissance and verification of conditions, advance park design from 60% to 90% construction documents, and 100% bid documents, contractor bidding assistance, cost estimating, identify additive alternatives, and design review with City staff, Parks and Recreation Commission, Arts Commission and design review and approval by City Council. In addition, city building and local permits and wetland mitigation permits with King County and Army Corp of Engineers will be completed. The attached contract with MacLeod Reckord will provide the services necessary to complete the work mentioned above.

ALTERNATIVES:

1. Amend the scope of work for this phase of design.
2. Do not approve any scope of work.

FISCAL IMPACT:

The cost of the design contract is \$462,162, plus an additional 10% contingency, making the total amount payable under the contract as \$508,946. A 2016 Decision Card was approved addressing these projected costs. Funding sources include State of Washington Department of Commerce grant, two Recreation and Conservation Office (RCO) grants and required matching

city funds. The funding sources are reimbursement grants, so for cash flow purposes, an interfund load may be required.

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

Council member _____ moves, Council member _____ seconds, to authorize the City Manager to execute a contract between the City of Covington and MacLeod Reckord, in substantial form as that attached hereto, to complete design documents for the City's Covington Community Park Phase 2.

REVIEWED BY: City Manager, Finance Director, City Attorney, Parks & Recreation Director

**CITY OF COVINGTON
AGREEMENT
ARCHITECTURE/ENGINEERING SERVICES**

ATTACHMENT 1

THIS AGREEMENT FOR SERVICES is entered into this 10th day of February, 2016, by and between the City of Covington (“City”), a Washington municipal corporation, and MacLeod Reckord, an architectural/engineering services consultant (“Consultant”).

RECITALS

- A.** The City seeks the services of an architectural/engineering consultant to perform design services on behalf of the citizens of Covington; and
- B.** The Consultant has the qualifications and experience necessary to provide said services; and
- C.** The City has selected the Consultant to perform said services; and
- D.** The purpose of this Agreement is to establish the terms and conditions under which the Consultant will perform said services.

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

- 1. Engagement.** The City, acting pursuant to its vested authority, does hereby engage the Consultant and the Consultant 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 Consultant shall perform the services described in 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 Consultant 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.
- 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 December 31, 2017 (“Term”), unless earlier terminated under the provisions of this Agreement. 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 Consultant performing the Services, the City agrees to pay the Consultant as follows:
 - 4.1.1.** ___ An amount not to exceed \$_____ calculated on the basis of the hourly rates set forth in Exhibit “B,” attached and incorporated herein by this reference; OR
 - 4.1.2.** X An amount not to exceed \$462,162; OR
 - 4.1.3.** X Other [describe]: Additional allowed contingency of up to 10% of said compensation to be paid upon the sole approval of the City.
 - 4.2. Method of Payment.** Payment by the City for the Services will only be made after the Services have been satisfactorily performed, a voucher or invoice is submitted in a form acceptable to the City, and the same is approved by the appropriate City representative. Payment shall be made no later than ten (10) days after city council approval of the invoiced amount.
 - 4.3. First Invoice.** Prior to or along with the first invoice submitted, the Consultant shall return to the City a completed “Request for Taxpayer Identification Number and Certification,” also known as IRS form W-9.

4.4. Consultant Responsible for Taxes. The Consultant 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. Books and Records. The Consultant agrees to maintain books, records, and documents that 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.

6. Warranty. The Consultant 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 Consultant 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 Consultant 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 Consultant under this Agreement. The Consultant 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 Consultant. The City shall also have the right to deduct from payments to the Consultant any costs or damages incurred by the City, or which may be incurred by the City, as a result of the Consultant's failure to comply with the requirements of this 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 Consultant 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.

7. Ownership and Use of Documents. Any and all original records, reports, designs, files, documents, drawings, specifications, data or information, regardless of form or format, and all other materials prepared or produced by the Consultant 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 Consultant shall be delivered to the City. No confidential information obtained or created by the Consultant shall be disclosed to any person or party other than the City without the City's prior written consent.

8. Independent Contractor. It is the intention and understanding of the City and the Consultant that the Consultant shall be an independent contractor and that the City shall be neither liable nor obligated to pay the Consultant sick leave, vacation pay, or any other benefit of employment. The Consultant 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 Consultant, shall not be deemed to convert this Agreement to an employment contract. The Consultant shall be solely responsible for its acts and for the acts of its agents, employees, sub-consultants, 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 Consultant shall have the sole judgment of the means, mode, or manner of the actual performance of this Agreement. The Consultant, as an independent contractor, assumes the entire responsibility for carrying out and accomplishing this Agreement.

9. Indemnification. The consultant shall defend, indemnify, and hold the City, its officers, officials, employees, and volunteers harmless from any and all claims, injuries, damages, losses, or suits, including attorney fees, arising out of or resulting from the acts, errors, or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability hereunder, including the duty and cost to defend, shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of

immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

10. Insurance. The Consultant shall at a minimum procure and maintain for the duration of this Agreement the following insurance against claims which may arise from or in connection with the performance of work hereunder by the Consultant, its agents, representatives, or employees and in such forms and with such carriers who have a rating satisfactory to the City [*required insurance coverage under this Agreement is indicated with a checkmark*]:

10.1. X Professional Liability. Professional liability insurance covering any negligent professional acts, errors or omissions for which the Consultant is legally responsible and with combined single limits of liability not less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit for damages sustained by reason of or in the course of operation under this Agreement.

10.2. X Employer Liability. Workers' compensation and employer's liability insurance in amounts sufficient pursuant to the laws of the State of Washington.

10.3. X Commercial General Liability. 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.

10.4. X Automobile Liability. 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.

10.5. Additional Requirements.

10.5.1. The City shall be named as additional insured on all above required insurance policies, with the exception of professional liability and workers' compensation coverage(s) if the Consultant participates in a state-run workers' comp program.

10.5.2. Required insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

10.5.3. All required 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 Consultant's insurance policies are "claims made," the Consultant shall be required to maintain tail coverage for a minimum period of three (3) years from the date of this Agreement is actually terminated or upon project completion and acceptance by the City.

10.5.4. The Consultant shall provide original certificates of insurance and a copy of the amendatory endorsement, concurrent with the execution of this Agreement, evidencing such above required coverage and, at the City's request, furnish the City with copies of all insurance policies and with evidence of payment of premiums or fees of such policies.

10.6. The Consultant's maintenance of insurance as required above shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

10.7. The Consultant's failure to maintain such insurance policies as required above 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.

11. Termination.

11.1. This Agreement may be terminated at any time, with or without cause, by the City.

11.2. Upon termination, all finished or unfinished documents, data, studies, worksheets, models, reports, or other materials prepared by the Consultant pursuant to this Agreement shall be submitted to the City within five (5) business days of the date of termination. Consultant 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 Consultant services, programs, or activities, and all Consultant hiring and employment made possible by or resulting from this Agreement, there shall be no discrimination by the Consultant or by the Consultant'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 Consultant 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 Consultant's breach, may result in ineligibility for further City agreements.

13. Assignment and Subcontract. The Consultant 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 Consultant represents to the City that it has no conflict of interest in performing any of the Services described herein. It is recognized that the Consultant 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 Consultant's ability to perform the Services. In the event that the Consultant is asked to perform services for a project with which it may have a conflict, the Consultant shall immediately disclose such potential conflict to the City. The Consultant agrees to resolve any actual conflicts of interest in favor of the City.

15. Confidentiality. All information regarding the City obtained by the Consultant and designated by the City as confidential in the performance of this Agreement shall be considered confidential. Breach of confidentiality by the Consultant shall be grounds for immediate termination of this Agreement.

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 any limiting provisions of this Agreement, 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 to the address included in the signature block below, or to such other person or place as one party shall furnish to the other 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. Headings. The headings in this Agreement are intended solely for convenience of reference and shall be given no effect in the interpretation of this Agreement.

25. Survival of Representations. The representations and warranties of the City and the Consultant contained hereto shall survive indefinitely.

26. Independent Counsel. The Consultant acknowledges that the drafter of this Agreement is the City's legal representative to whom the Consultant does not look to for any legal counseling or legal advice with regard to this transaction. The Consultant 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 Consultant 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.

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

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

CITY OF COVINGTON

CONSULTANT

By: Regan Bolli
Its: City Manager
16720 SE 271st Street, Suite100
Covington, WA 98042

MacLeod Reckord
By: _____
Its: _____
Address: _____

Attest:

Approved as to form:

Sharon Scott, City Clerk

Sara Springer, City Attorney

MacLeod Reckord

Landscape Architecture ■ Planning ■ Urban Design
110 Prefontaine Place South
Suite 600
Seattle, Washington 98104
P 206-323-7919
F 206-323-9242

ATTACHMENT A SCOPE OF WORK

January 30, 2016

Covington Community Park - Phase 2

PROJECT DESCRIPTION

During the term of this AGREEMENT, the CONSULTANT (MacLeod Reckord) and identified SUBCONSULTANTS shall perform professional services in connection with the following project:

Covington Community Park Phase 2

The Scope of Work includes provision of professional design services for the continuation of future phases of Covington Community Park. Services include site reconnaissance and verification of conditions, advance park design from 60% to 90% construction documents, and 100% bid documents, construction administration, cost estimating, identify additive alternatives, and review/approval with City staff, Council, and Parks & Recreation Commission.

Project Program Elements

Program elements are as shown in the master plan, refined in the 60% Phase 2 submittal, and include those items not constructed in Phase 1. The work to be performed in Phase 2 includes, but is not limited to, the following: surface parking for approximately 128 parking stalls; children's play area (partial); fitness area with exercise stations; (1) tennis court; structures include concessions/comfort station, community stage with green roof, (1) large shelter, (2) small shelters; wetland mitigation; utility infrastructure; partial frontage improvements along 180th Avenue SE; and soft surface and paved connections to existing trails.

ROLES & RESPONSIBILITIES

MacLeod Reckord will contract with sub-consultants involved in earlier phases of the project and as identified below. Roles and responsibilities are as follows:

- **MacLeod Reckord (MR)** – Project management, team coordination, landscape architecture lead, document production and overall documentation coordination, project oversight, and QA/QC.
- **PACE Engineers (PACE)** – Civil engineering, TESC, storm drainage and utility design and documentation.
- **MLA Engineering (MLA)** – Structural engineering and documentation.
- **ARC Architects (ARC)** – Architectural planning, design, and documentation.
- **ESA (ESA)** – Environmental science, mitigation planning, design, and documentation.

- **Stantec** (formerly Candela Sparling) – Lighting design and electrical engineering and documentation.
- **Landau Associates** (LA) – Geotechnical evaluation and engineering, update of existing geotech report, test pits as necessary for Phase 2 structures.

GENERAL PROJECT ASSUMPTIONS

1. Meetings and deliverables have been included in the Scope as outlined herein.
2. Grading plans will be prepared, stamped, and signed by the landscape architect.
3. Coordination with the Arts Commission has been included in the scope, however provision/design of stand-alone public art elements has not been specifically identified for this contract, and is not included in this scope of work. Based on upcoming discussion with City staff and Arts Commission, there may be project components included in the design that provide a public art benefit, but these will be integral with the functional design of the park elements. In addition, opportunities for stand-alone art placement will be identified in the plans.
4. Permit application preparation for the following permits by the Consultant: Commercial Site Development, Commercial Building, Grading, Major Tree Clearing, Sign, and Transportation Concurrency.
5. No traffic studies have been included in this scope.
6. SEPA Checklist preparation by the Consultant. Project description for the checklist will be provided by existing documents previously developed. No other additional technical memoranda or third-party discipline reports are anticipated to be required for this evaluation. City will be SEPA lead agency and will issue SEPA determination consistent with their SEPA rules. City will be responsible for publishing and circulating checklist and printing and installing the required SEPA notice.
7. Significant changes to the layout/site plan after permit level plans have been prepared may require additional fees.
8. Review comments from various City Departments/reviewers will be consolidated by the City into a single review document set for 90% Construction Documents. Design team will provide a consolidated response to each set of comments.
9. Wetland verification or additional delineation or mapping not anticipated.
10. Survey as provided for Phase 1 and as modified by contractor's as-built information. No new survey is anticipated.
11. Variance to the City of Covington code not anticipated.
12. LEED™ Process is not included at this time, however sustainable building practices will be incorporated into site and building design as program and budget allow.
13. Phase 2 Base Bid program is approx. \$5.6 million MACC.
14. Phase 2 Additive/Deduct Alternate program is approx. \$1.0 million MACC.
15. The Consultant will be taking the lead in pursuing environmental impact mitigation credits through the King County In-Lieu-Fee (ILF) program. Advance payment for environmental impact mitigation through the ILF program is not guaranteed by the prime consultants or their sub-consultants to be accepted by the Corps or DOE. This program is new to King County and may not be accepted by the permit review agencies.

SCHEDULE

The scope of work is premised on a Notice-to-Proceed date of approximately February 10, 2016 and construction completion in 2017. Additional fees may be assessed if project extends into calendar year 2018 or later.

Tentative schedule as follows (permit review/comment schedule dependent):

- 90% PS&E completed July 1, 2016

- 100% PS&E completed October 2016
- Construction anticipated early 2017 pending permit review/approval

DESIGN STANDARDS/CRITERIA

1. Electronic drawing format ACAD 2016, Civil 3D 2016, or as mutually agreed.
2. Specification format for 90% and 100% submittal is MasterFormat Spec. "Front-end" specifications including Division 0 shall be prepared by the City with support from the Consultant.
3. International Building Code, 2012 edition, as amended by the State of Washington.
4. City of Covington, *Design and Construction Standards*, July 2009.
5. City of Covington, *Stormwater Management Plan*, March 2015.
6. Covington Water District, *Standards and Specifications*, May 2012.
7. WADOE, 2012 *Stormwater Management Manual for Western Washington*.
8. WSDOT, *Standard Specifications for Road, Bridge, and Municipal Construction*, English, current edition and Amendments.

DELIVERABLES

Drawing format for design plans will be ACAD version 2016, with Civil3D as appropriate to content. Preliminary review and final submittal sets will be in PDF format and will include one full size and one half size (11" x 17") bond hard copy.

DOCUMENTS AND DATA TO BE FURNISHED BY CITY OF COVINGTON

The following documents and data will be the responsibility of the City:

- Resolution of easement/right-of-way needs due to proposed improvements (e.g. temporary construction easements, access easements, etc.)

WORK TASKS

PROJECT MANAGEMENT

Project management is incorporated in each task.

TASK 1. PHASE 2 PROJECT INITIATION AND DATA COLLECTION

- 1.1 Coordination meeting with City staff to review Phase 2 scope and schedule and define Work Plan.
- 1.2 Coordination meeting with Arts Commission and City staff to review potential for public art component(s) as part of Phase 2 development.
- 1.3 Pre-Application meeting with City staff and invitees (by City) early in the process to address new scope of project and requirements for submittal for review and permits.
- 1.4 Coordinate scope definition with City staff and sub-consultants.
- 1.5 Update base mapping incorporating as-built conditions. Identify areas that may need future survey.
- 1.6 Site reconnaissance for purposes of additional inventory mapping and analysis.
- 1.7 Coordination meeting with BPA to define mitigation project and confirm process and procedures.
- 1.8 Sub-consultant Management: Sub-consultant management shall include the preparation and execution of subcontracts with each Sub-consultant involved in the project. The Consultant shall provide ongoing overview of progress, review of invoices, and overall coordination of Sub-consultant involved in the project.
- 1.9 Code review.
- 1.10 Project schedule.

1.11 Project management.

Deliverables: Final scope of work and executed contract; Subcontracts for team; Project schedule; Invoicing; Updated base map and title block template; Meeting notes.

Meetings: (1) City/team meetings (MR, PACE, ARC, ESA); (1) Team meeting (All); (1) City/Arts Commission meeting (MR, ARC); (1) Pre-Application meeting with invitees by City staff; (1) BPA meeting (MR, ESA).

TASK 2. UPDATE ILLUSTRATIVE PLAN

2.1 Develop illustrative (color rendering) plan as follows:

2.1.1 Plan of entire site showing existing conditions Phase 1 and proposed build-out conditions of Phase 2.

2.2 Provide graphics in JPG format for inclusion in Powerpoint presentation and in PDF format for printing at 11X17".

2.3 Project management.

Deliverables: Illustrative plan as noted above and delivered electronically.

Meetings: None anticipated.

TASK 3. CONSTRUCTION DOCUMENTS (90%)

3.1 Advance 60% design reflecting adjustments for Phase 2 scope as defined by City staff, Parks and Recreation Commission, and City Council. Prepare 90% drawings to fix and describe the size, location, character, elevation, and material selection of Phase 2 program elements noted above. Plan set, all at a 90% construction document level, to include:

3.2 Layout Plan(s) and Layout Enlargement(s) for all Phase 2 program elements.

3.3 Grading Plan(s) and Grading Enlargement(s), reflecting strategy for future project phasing.

3.4 Underdrainage Plan(s) for Play and Fitness Areas.

3.5 Temporary erosion and sedimentation control (TESC) plan reflecting final adjustments to layout and grading (see attached PACE scope)

3.6 Site stormwater conveyance, flow control, and water quality treatment facility design and engineering in accordance with City of Covington standards and requirements (see attached PACE scope).

3.7 Site domestic water and sanitary sewer service facility design in accordance with Covington Water District, and Soos Creek Sewer District standards and requirements (see attached PACE scope).

3.8 Planting Plan(s), Plant Schedule and Planting Details.

3.9 Mitigation Planting Plan(s), Mitigation Planting Schedule and Mitigation Planting Details.

3.10 Environmental Mitigation Draft and Final Report, Environmental Permitting and Documentation for Phase 2 and Phase 3 development impacts. (see attached ESA scope).

3.11 Irrigation plan, equipment schedule, and details.

3.12 Site construction details.

3.13 Structural for site retaining walls and miscellaneous site structures (see attached MLA fee).

3.14 Structural for Shelters and Concessions/Comfort Station (see attached MLA scope).

3.15 Site electrical and lighting design for parking and general site (see attached Stantec scope for specific design, calculations, and details included).

- 3.16 Electrical and lighting design for Shelters and Concessions/Comfort Station (see attached Stantec scope).
- 3.17 Architectural design and documentation of Concessions/Comfort Station, Stage Shelter with green roof, Large Shelter, and Standard Shelter (see attached ARC scope).
- 3.18 Construction Document cost estimate based on 90% Construction Documents.
- 3.19 Preliminary Specifications.
- 3.20 Team coordination meeting.
- 3.21 City/Team review meeting.
- 3.22 QA/QC review and package assembly for delivery.
- 3.23 JARPA Permit Plans & Figures – Grading, Planting and Vicinity Map including coordination.
- 3.24 Provide documentation to support RCO grant application including:
 - 3.23.1 Re-format cost estimate to comply with RCO standards.
 - 3.23.2 Selected sheets from 90% plan set in JPG format.
- 3.25 Coordination meeting with Arts Commission and City staff to review public art component(s) incorporated into the design.
- 3.26 Present to P&R Commission and City Council for approval/adoption.
- 3.27 Prepare permit applications as noted in General Project Assumptions and submit to City for review/comment and approval.
- 3.28 Prepare and submit draft and final SEPA Checklist.
- 3.29 Project management.

Deliverables: (1) 90% Construction Document plan set (components as noted above); Final (Phase 2) cost estimate; 90% specifications; Wetland Mitigation Report for Phase 2 – Draft (PDF format); Wetland Mitigation Report for Phase 2 – Final (4) bound copies); JARPA Draft Document for City review; JARPA Final Permit Package; Meeting agenda and minutes; Permit Applications as noted in General Project Assumptions; Draft and Final SEPA Checklist.

*Meetings: (1) City/Team meeting (MR); (1) Team meeting (MR, PACE, ARC, ESA); (1) City/Arts Commission meeting (MR, ARC).
(2) Public meetings (P&R Commission, City Council) (MR)*

TASK 4. BID DOCUMENTS (100%)

- 4.1 Finalize 90% Construction Documents to 100% incorporating (1) round of permit submission comments for Phase 2 scope.
- 4.2 Finalize 90% Specifications to 100% incorporating (1) round of permit submission comments for Phase 2 scope.
- 4.3 Finalize SWPPP (submit draft only to contractor / see attached PACE scope).
- 4.4 Finalize and submit NPDES for NOI (see attached PACE scope).
- 4.5 Update permit applications as required for final approval and resubmit to City.
- 4.6 Team coordination meeting.
- 4.7 Project management.

Deliverables: (1) 100% Construction Document plan set (components as noted in Task 3); 100% specifications; Meeting agenda and minutes; Resubmittal of Permit Application information as requested after permit review/comment.

*Meetings: (1) City/Team meeting (MR); (1) Team meeting (MR, PACE, ARC, ESA).
(2) Public meetings (P&R Commission, City Council) (MR)*

TASK 5. CONSTRUCTION BIDDING AND NEGOTIATION SERVICES

- 5.1 Contribution to up to two addenda during the Bidding phase is included in this task.
- 5.2 Prepare for and attend Pre-Bid meeting and provide follow-up documentation as requested by City.
- 5.3 Attend Bid Opening meeting.
- 5.4 Review final bid submittals, check bidder qualifications and references of up to (3) top bidders, and provide report to City.

Deliverables: Addenda (if necessary); Meeting agenda and minutes; Field questions from potential bidders.

Meetings: (1) Pre-Bid meeting (MR); (1) Bid Opening meeting (MR).

TASK 6. CONSTRUCTION ADMINISTRATION SERVICES

Not Included in Scope of Work at this time.

TASK 7. PROJECT MEETINGS AND AGENCY COORDINATION (See attached ESA Scope)

- 7.1 Prepare for and attend up to (6) meetings for a period of 12 months from the time of notice to proceed is issued for the project.
- 7.2 Project team coordination and communication during design and permitting.
- 7.3 Coordination and communication with the Corps of Ecology during permit review including discussions regarding the proposal to purchase ILF credits for Phase 3 wetland impacts as a reduced impact calculation, in exchange for delaying impacts by 3-4 years.
- 7.4 Availability for up to (24) hours of coordination to attend City Council meetings, public meetings, respond to public comment on City-issued permit decisions, and attend public hearings, if required.

Deliverables: Formal communication of result regarding ILF mitigation credits to the City (ESA)

Meetings: (6) Meetings for a period of 12 months from notice to proceed (ESA); (2) Meetings (MR)

City of Covington Community Park - Phase 2

Fee Summary (see attached derivations)

January 30, 2016

Task/Team	MacLeod Reckord	PACE Civil Eng	ESA Environ	Landau Associates Geotech	ARC Arch	MLA	Stantec Site Lighting & Elec	Subtotal
1.0 Project Initiation & Data Collection	12,500.00	6,534.00		10,350.00	5,020.00			34,404.00
2.0 Update Illustrative Plan	1,590.00							1,590.00
3.0 Construction Documents (90%)	113,090.00	49,012.00	15,630.00		75,881.00	7,766.00	5,115.00	253,613.00
4.0 Bid Documents (100%)	51,315.00	14,018.00			26,751.00	4,850.00	2,563.00	92,084.00
5.0 Construction Bidding & Negotiation Services	7,340.00	5,206.00			3,872.00	652.00	720.00	16,418.00
6.0 Construction Administration Services (NIC)	-							-
7.0 Project Meetings and Agency Coordination	3,440.00		8,965.00					12,405.00
Subtotal	189,275.00	74,770.00	24,595.00	10,350.00	111,524.00	13,268.00	8,398.00	432,180.00
Direct Expenses	2,100.00	1,438.00	700.00		1,492.00	427.00	50.00	6,207.00
Admin. Mark-up (10%)								24,290.50
TOTAL	191,375	76,208	25,295	10,350	113,016	13,695	8,448	462,677.50

City of Covington Community Park
Phase 2
Fee Derivation

January 30, 2015		MacLeod Reckord					
		PC	PM	PD	DR	AD	SUBTOTAL
Task	SCOPE OF WORK	\$160.00	\$135.00	\$100.00	\$100.00	\$95.00	
1.0	PROJECT INITIATION & DATA COLLECTION						
1.1	Coordination meeting with City	4	4				\$1,180
1.2	Coordination meeting with Arts Commission	4	4				\$1,180
1.3	Preapplication meeting with City and invitees; incl doc prep	4	6		2		\$1,650
1.4	Coordinate scope definition with City and subs	2	4				\$860
1.5	Update base mapping		2		12		\$1,470
1.6	Site visit - inventory and mapping		4	4	2		\$1,140
1.7	Coordination meeting with BPA	3	3				\$885
1.8	Sub-Consultant management and contracting	2	4			6	\$1,430
1.9	Code review		4	4			\$940
1.10	Project Schedule		4			1	\$635
1.11	Project Management	2	6				\$1,130
	Subtotal:	21	45	8	16	7	\$12,500
2.0	UPDATE ILLUSTRATIVE PLAN						
2.1	Rendering of Phase 1 and Phase 2			8			\$800
2.2	format			2			\$200
2.3	Project Management	2	2				\$590
	Subtotal:	2	2	10	0	0	\$1,590
3.0	CONSTRUCTION DOCUMENTS - 90%						
3.1	Advance Design						\$0
3.2	Layout and Layout Enlargement Plans	3					\$480
3.2a	Cover Sheet		1		2	1	\$430
3.2b	K1.0 Existing Conditions Plan North		1		4		\$535
3.2c	K1.1 Existing Conditions Plan South		1		4		\$535
3.2d	K2.0 Site Plan		4		8		\$1,340
3.2e	K2.1 Key to Sheets		2		8		\$1,070
3.2f	L1.0 Layout Plan North		2	4	10		\$1,670
3.2g	L1.1 Layout Plan West		2	4	10		\$1,670
3.2h	L1.2 Layout Plan East		2	4	10		\$1,670
3.2i	L1.3 Layout Plan Southwest		2	4	10		\$1,670
3.2j	L1.4 Layout Plan Southeast		2	4	10		\$1,670
3.2h	L1.6 Area Enlargements - Play and Entry TerraceStage		2	4	16		\$2,270
3.3	Grading and Grading Enlargement Plans	3					\$480
3.3a	L2.0 Grading Plan North		4	2	8		\$1,540
3.3b	L2.1 Grading Plan West		4	2	8		\$1,540
3.3c	L2.2 Grading Plan East		4	2	8		\$1,540
3.3d	L2.3 Grading Plan Southwest		4	2	8		\$1,540
3.3e	L2.4 Grading Plan Southeast		4	2	8		\$1,540
3.3f	Stage		4	2	16		\$2,340
3.4	L1.9 Underdrainage Plan - Play and Fitness Area		4	2	10		\$1,740
3.5	TESC coordination with civil	1	2		4		\$830
3.6	Site Stormwater coordination with civil	1	2		4		\$830
3.7	Site Utility coordination with civil	1	2		4		\$830
3.8	Planting and Planting Enlargement Plans	2					\$320
3.8a	L3.0 Planting Plan North		4	12			\$1,740
3.8b	L3.1 Planting Plan West		4	12			\$1,740
3.8c	L3.2 Planting Plan East		4	12			\$1,740
3.8d	L3.3 Planting Plan Southwest		4	12			\$1,740
3.8e	L3.4 Planting Plan Southeast		4	12			\$1,740
3.8f	L3.5 Plant Schedule		4	16		2	\$2,330
3.8g	L3.6 Plant Details		2	4	4		\$1,070
3.9	Mitigation Planting and Mitigation Planting Enlargement Plans	4					\$640
3.9a	W3.0 Mitigation Planting Plan North		4	8	2		\$1,540
3.9b	W3.1 Mitigation Planting Plan West		4	8	2		\$1,540
3.9c	W3.2 Mitigation Planting Plan East		4	8	2		\$1,540
3.9d	W3.3 Mitigation Planting Plan Southwest		4	8	2		\$1,540
3.9e	W3.4 Mitigation Planting Plan Southeast		4	8	2		\$1,540
3.9f	W3.5 Mitigation Plant Schedule		4	16		2	\$2,330
3.9g	W3.6 Mitigation Plant Details		2	4	4		\$1,070
3.10	Environmental Mitigation Report Coordination w/ ESA	2	6				\$1,130

City of Covington Community Park
Phase 2
Fee Derivation

January 30, 2015		MacLeod Reckord					
		PC	PM	PD	DR	AD	SUBTOTAL
Task	SCOPE OF WORK	\$160.00	\$135.00	\$100.00	\$100.00	\$95.00	
3.11	Irrigation Plan, Equipment Schedule and Details	2	2			1	\$685
3.11a	L4.0 Irrigation Plan North			16	2		\$1,800
3.11b	L4.1 Irrigation Plan West			16	2		\$1,800
3.11c	L4.2 Irrigation Plan East			16	2		\$1,800
3.11d	L4.4 Irrigation Plan Southeast			16	2		\$1,800
3.11e	L4.5 Irrigation Details			2	6		\$800
3.12	Site Construction Details	3					\$480
3.12a	L5.0 Site Details		4		8		\$1,340
3.12b	L5.1 Site Details		4		8		\$1,340
3.12c	L5.2 Site Details		4		8		\$1,340
3.12d	L5.3 Site Details		4		8		\$1,340
3.12e	L5.4 Site Details		4		8		\$1,340
3.12f	L5.5 Site Details		4		8		\$1,340
3.12g	L5.7 Site Details		4		8		\$1,340
3.13	Site structural coordination		2		4		\$670
3.14	Building structural coordination		1		2		\$335
3.15	Site electrical coordination		2		4		\$670
3.16	Building MEP coordination		1		2		\$335
3.17	Arch building coordination		4		8		\$1,340
3.18	Cost Estimate	2	12	4	8	2	\$3,330
3.19	Preliminary Specifications, including coord w/City on Div 0	4	24	4		16	\$5,800
3.20	Team Coordination Meeting	2	2				\$590
3.21	City Review Meeting	3	3				\$885
3.22	QA/QC	8	8				\$2,360
3.23a	JARPA - Grading Figures	1	2		10	4	\$1,810
3.23b	JARPA - Planting Figures	1	2	4	10	4	\$2,210
3.24	Documentation for RCO Grant	2	4		1		\$960
3.25	Coordination meeting with Arts Commission	4	4				\$1,180
3.26	Present to P&R Commission	4					\$640
3.27	Permit Application and submittal (6 total)	4	16			16	\$4,320
3.28	SEPA Checklist	16	48	8		12	\$10,980
3.29	Project Management		8				\$1,080
	Subtotal:	73	286	264	307	60	\$113,090
4.0	BID DOCUMENTS - 100%						
4.1	Finalize Design						\$0
4.2	Layout and Layout Enlargement Plans	2					\$320
4.2a	Cover Sheet		1		1		\$235
4.2b	K1.0 Existing Conditions Plan North		1		2		\$335
4.2c	K1.1 Existing Conditions Plan South		1		2		\$335
4.2d	K2.0 Site Plan		2		4		\$670
4.2e	K2.1 Key to Sheets		1		4		\$535
4.2f	L1.0 Layout Plan North		1	2	4		\$735
4.2g	L1.1 Layout Plan West		1	2	4		\$735
4.2h	L1.2 Layout Plan East		1	2	4		\$735
4.2i	L1.3 Layout Plan Southwest		1	2	4		\$735
4.2j	L1.4 Layout Plan Southeast		1	2	4		\$735
4.2h	L1.6 Area Enlargements - Play and Entry TerraceStage		1	2	6		\$935
4.3	Grading and Grading Enlargement Plans	2					\$320
4.3a	L2.0 Grading Plan North		1	2	4		\$735
4.3b	L2.1 Grading Plan West		1	2	4		\$735
4.3c	L2.2 Grading Plan East		1	2	4		\$735
4.3d	L2.3 Grading Plan Southwest		1	2	4		\$735
4.3e	L2.4 Grading Plan Southeast		1	2	4		\$735
4.3f	Stage		1	2	4		\$735
4.4	L1.9 Underdrainage Plan - Play and Fitness Area		1	2	4		\$735
4.5	TESC coordination with civil		1		2		\$335
4.6	Site Stormwater coordination with civil		1		2		\$335
4.7	Site Utility coordination with civil		1		2		\$335
4.8	Planting and Planting Enlargement Plans	2					\$320
4.8a	L3.0 Planting Plan North		1	6			\$735

City of Covington Community Park
Phase 2
Fee Derivation

January 30, 2015		MacLeod Reckord					
		PC	PM	PD	DR	AD	SUBTOTAL
Task	SCOPE OF WORK	\$160.00	\$135.00	\$100.00	\$100.00	\$95.00	
4.8b	L3.1 Planting Plan West		1	6			\$735
4.8c	L3.2 Planting Plan East		1	6			\$735
4.8d	L3.3 Planting Plan Southwest		1	6			\$735
4.8e	L3.4 Planting Plan Southeast		1	6			\$735
4.8f	L3.5 Plant Schedule		4	6		2	\$1,330
4.8g	L3.6 Plant Details		1	2	2		\$535
4.9	Mitigation Planting and Mitigation Planting Enlargement Plans	4					\$640
4.9a	W3.0 Mitigation Planting Plan North		1	6	2		\$935
4.9b	W3.1 Mitigation Planting Plan West		1	6	2		\$935
4.9c	W3.2 Mitigation Planting Plan East		1	6	2		\$935
4.9d	W3.3 Mitigation Planting Plan Southwest		1	6	2		\$935
4.9e	W3.4 Mitigation Planting Plan Southeast		1	6	2		\$935
4.9f	W3.5 Mitigation Plant Schedule		4	6		2	\$1,330
4.9g	W3.6 Mitigation Plant Details		1	4	2		\$735
4.10	Irrigation Plan, Equipment Schedule and Details	1	1			1	\$390
4.10a	L4.0 Irrigation Plan North			8	1		\$900
4.10b	L4.1 Irrigation Plan West			8	1		\$900
4.10c	L4.2 Irrigation Plan East			8	1		\$900
4.10d	L4.4 Irrigation Plan Southeast			8	1		\$900
4.10e	L4.5 Irrigation Details			4	2		\$600
4.11	Site Construction Details	2					\$320
4.11a	L5.0 Site Details		2		4		\$670
4.11b	L5.1 Site Details		2		4		\$670
4.11c	L5.2 Site Details		2		4		\$670
4.11d	L5.3 Site Details		2		4		\$670
4.11e	L5.4 Site Details		2		4		\$670
4.11f	L5.5 Site Details		2		4		\$670
4.11g	L5.7 Site Details		2		4		\$670
4.12	Site structural coordination		1		2		\$335
4.13	Building structural coordination		1		2		\$335
4.14	Site electrical coordination		1		2		\$335
4.15	Building MEP coordination		1		2		\$335
4.16	Arch building coordination		1		2		\$335
4.17	Cost Estimate	1	4		4		\$1,100
4.18	Final Specifications	1	16	4		12	\$3,860
4.19	Team Coordination Meeting	1	1				\$295
4.20	City Review Meeting	3	3				\$885
4.21	QA/QC	8	8				\$2,360
4.22	Documentation for RCO Grant	2	2				\$590
4.23	Present to P&R Commission	4					\$640
4.24	Update information for Permit Applications and resubmittal	4	8			8	\$2,480
4.25	Project Management		8				\$1,080
	Subtotal:	37	112	144	135	25	\$51,315
5.0	BIDDING & AWARD						
5.1	Prepare and submit Addenda (2)	4	8	4	8	4	\$3,300
5.2	Pre-Bid meeting preparation and support	4	8			2	\$1,910
5.3	Bid Opening meeting		4				\$540
5.4	Bidder review and report	2	8			2	\$1,590
	Subtotal:	4	8	4	8	4	\$7,340
6.0	CONSTRUCTION SUPPORT						
	Not included in Scope of Work at this time						\$0
	Subtotal:	0	0	0	0	0	\$0
7.0	PROJECT MEETINGS & AGENCY COORDINATION						
7.1	Meetings with ESA to coordinate on site mitigation	2	4				\$860
7.2	Design and Permitting - Project Team Coordination	2	4				\$860
7.3	Design and Permitting - COE Coordination	2	4				\$860
7.4	City Council/public/hearings or meetings in support of ESA	2	4				\$860
	Subtotal:	8	16	0	0	0	\$3,440
	Subtotal	145	469	430	466	96	\$189,275
	Direct Expenses:						\$2,100

City of Covington Community Park
Phase 2
Fee Derivation

January 30, 2015		MacLeod Reckord					
		PC	PM	PD	DR	AD	SUBTOTAL
Task	SCOPE OF WORK	\$160.00	\$135.00	\$100.00	\$100.00	\$95.00	
						SUBTOTAL:	\$191,375



January 15, 2016

Ms. Connie Reckord
MacLeod Reckord
110 Prefontaine Place South
Suite 600
Seattle, Washington 98104

**Subject: Covington Community Park – Phase 2 Completion
Site Engineering Proposal (v2) – P16-002**

Dear Ms. Reckord:

PACE Engineers, Inc. would like to thank you for the opportunity to submit this proposal for providing Professional Site Engineering Design Services for the subject project.

As we understand it, the overall scope of the project includes provision of professional engineering design services for the continuation of future phases of Covington Community Park. Services include site reconnaissance and verification of conditions, advance civil design from 60% to 90% construction documents, and 100% bid documents, ~~construction administration~~, cost estimating, and identification of additive alternates.

Generally, the work to be performed in Phase 2 includes surface parking for approximately 128 parking stalls, children's play area, fitness area, (1) tennis court, a concessions/comfort station, a community stage, (1) large shelter, (2) small shelters, wetland mitigation, utility infrastructure, partial frontage improvements along 180th Avenue SE, and soft surface and paved connections to existing trails.

The estimate presented in this proposal is based on a Scope of Work from your office dated January 5, 2016. Any revision to the scope of work would require a review of the budgeted fees. The civil engineering scope of work as we envision it is to provide Construction Documents (90%), Bid Documents (100%), Bidding Support ~~and Construction Administration~~. A more detailed list of tasks and scope of work as we envision them is as follows:

SITE ENGINEERING SCOPE OF WORK

The Scope of Work as we understand it is as follows:

Construction Document Phase (90%)

Prepare a permit level site engineering plan set for submittal to the City of Covington, Covington Water District and Soos Creek Water & Sewer District.

Tasks include the following:

- Address major site engineering design issues
- Coordinate with Architect to determine the following:
 - Fire Service, FDC, PIV and DCVA locations and configuration
 - Sewer Service locations

- Domestic Water Service locations
- Attend (1) meeting with design team and City for purposes of reviewing scope, schedule and work plan
- Attend (2) meetings with design team for purposes of coordinating site plan layout, permit level site engineering design, and utility design
- Prepare Permit Level site engineering plans for review by the City of Covington, Covington Water District and Soos Creek Water & Sewer District
- Prepare Permit Level site engineering calculations to support the design plans submitted to the reviewing agencies
- Prepare one cycle of construction cost opinion based on 90% Construction Documents

Deliverables include the following:

- Permit Level TESC Plans to City of Covington standards
- Permit Level Storm Drainage Conveyance, Flow Control and Storm Water Quality Treatment Plans to City of Covington standards
- Permit Level Storm Drainage Report and Calculations to City of Covington standards
- Permit Level Structural design and calculations of storm water flow control vault to City of Covington standards
- Permit Level Road Frontage Improvement Plans to City of Covington standards
- Permit Level On Site Water Plans to Covington Water District standards
- Permit Level On Site Sewer Plans (including lift station for shelters as required) to Soos Creek Sewer District standards
- Permit Level Details & Notes to reviewing agency standards
- Site Engineering Construction Cost Opinion based on 90% plans
- Preliminary Site Engineering Specifications

Bid Documents Phase (100%)

Provide final design of site engineering project elements and progress construction documents to 100% level.

Tasks include the following:

- Provide final design plans and details for TESC, Storm Drainage, Road Frontage Improvements, Water, Sewer, and progress toward final approved Bid Documents
- Attend (1) project team meeting to coordinate design
- Provide revisions in response to (1) round of agency permit review comments
- Provide final site engineering construction cost opinion based on 100% Bid Documents
- Provide final site engineering related Book Specifications
- Prepare and submit Notice of Intent (NOI) for NPDES permitting to Department of Ecology

Deliverables include the following:

- Final Site Engineering Bid Documents as described above
- Final Surface Water Pollution Prevention Plan (SWPPP) to DOE standards
- Final 100% Site Engineering Construction Cost Opinion
- Final Site Engineering Book Specifications

Bidding Phase

Provide bidding support relating to site engineering items during the bidding phase of the project. These services would include preparation of up to (2) addenda to provide design clarifications of the site engineering portion of the work.

Construction Administration Phase

~~Provide Construction Administration relating to site engineering items during the construction phase of the project. For budgeting purposes, we have assumed the following typical construction administration tasks.~~

- ~~○ Provide Construction Administration services that include material submittal review/approval, RFI response and attendance at up to (16) construction meetings or site visits to observe progress of construction relating to site engineering items~~
- ~~○ Provide (1) preliminary and (1) final punch list of site engineering items~~
- ~~○ Provide (1) final set of record drawings for site engineering plans based on contractor markups. No field verification is included~~

Site Engineering Fees Estimate

We propose to provide our site engineering consulting services as broken out below. Tasks are numbered to correspond with the tasks as outline in the overall project Scope of Work dated January 5, 2016 as presented from your office.

Tasks 1 - 4 – Design services for PS&E preparation as described in work items 1-4 of your January 5, 2016 Scope of Work. This task is presented as a **fixed fee** amount not to be exceeded without prior authorization for revision to scope of work items.

Allocations by task:	Task 1 - \$ 6,534.00
	Task 2 - \$ 0.00
	Task 3 - \$49,012.00
	Task 4 - <u>\$14,018.00</u>
	\$69,564.00

Tasks 5 & 6 – ~~Bidding and Construction Administration~~. This includes work items 5 and 6 as described in your January 5, 2016 Scope of Work. Due to potential unforeseen conditions and contractor variability these tasks are presented on a **cost plus** basis not to be exceeded without prior authorization for additional efforts beyond the budgeted amount. (Please note that it is in the owner's best interest to retain PACE for support services during construction. These services are to observe compliance with design concepts and specifications and to allow design

revisions in the event subsurface conditions differ from those anticipated prior to the start of construction. PACE accepts no liability for any design revisions, design interpretations or answers to contractor questions to which PACE is not a party.)

Allocations by task: Task 5 - \$ 5,206.00
~~Task 6 - \$21,120.00~~
\$26,326.00

Direct reimbursable costs (reproduction, courier service, etc.) estimated at ~~1.5% of contract~~
 \$ 1,438.00

Total Site Engineering Fees **\$76,208.** ~~**\$97,328.00**~~

Scope Assumptions

The above scope of work and related fee has been based on the following assumptions:

1. The Owner will pay all necessary permit, review, submittal, and related fees. MacLeod Reckord will provide permit plan submittals including printing of project documents and permit review coordination.
2. MacLeod Reckord will provide site plan layout in Civil 3D format, indicating locations and critical dimensions for setbacks of proposed site facilities for use in preparation of the civil base.
3. Geotechnical, wetland and traffic reports will be provided by other design disciplines.
4. Any variance to City of Covington code would require additional review of engineering fees for additional efforts to obtain approval on a variance.
5. Included in this fee proposal is coordination for a NPDES Construction Permit from WSDOE including a Notice of Intent (NOI) application and preparation of a separate Surface Water Pollution Prevention Plan (SWPPP). However, legal notice fees and erosion control inspection services such as turbidity and/pH monitoring during construction is not included in this fee proposal.
6. No budget has been included in this fee proposal for plan revisions required to accommodate significant changes to the site plan after permit level plans have been prepared.
7. Bidding is scheduled to occur in late 2016 with construction scheduled to begin in early 2017. This project has been budgeted based on 2016 billing rates. If the project gets delayed and extends into 2018 or later, PACE reserves the right to renegotiate fees to accommodate increased billing rates.
8. Construction inspection, survey layout, easement descriptions and exhibits for easement vacations or acquisitions are not included in this proposal. We propose to supply a budget for these services as needed.
9. Civil work stops at five feet from the building footprint. Design work from that point will be coordinated with other disciplines.
10. The site sanitary sewer system is anticipated to require design of a single lift station to force flow to the public sewer system, however, design of the storm water system is anticipated to be by gravity. Any pump station design required for storm water facilities is

not included in this proposal.

11. With the exception of structural design for the storm water flow control vault, all site structural design is assumed to be by others. No budget has been allocated to site structural design efforts for walls, bridges, miscellaneous site structures, etc.
12. PACE assumes that MacLeod Reckord or others will make and coordinate all permit submittals, as this service has not been included in our scope of work.
13. PACE assumes all grading design will be done by MacLeod Reckord. PACE will review for general conformance to storm system and utility needs and will make recommendations for revision to accommodate the civil design, however, final grading will be provided by MacLeod Reckord for our use in design and site civil base sheet preparation.
14. MacLeod Reckord will provide all site horizontal control plans.
15. Any field survey required will be additional to the contract amount. No budget has been allocated for field survey efforts.

In summary, we have developed a scope of work and budget based on our present knowledge of the proposed project. This budget does not include any major revisions to the scope of work, any off site studies or analysis, construction surveying or construction inspection. We have tried to cover all aspects of the proposed project; however, if you feel that additional areas of work require our attention, if you have any questions or if you desire additional information please do not hesitate to contact us. Should the scope of services change as a result of the formal review process, site plan changes or other unforeseen circumstances, we will inform you immediately as to the impact on this proposal.

We are pleased to have this opportunity to submit a proposal to accomplish the Site Engineering tasks and services for the subject project, and look forward to working with you on this project. Again, please let us know if you require any additional information.

Sincerely,

PACE Engineers, Inc.



Philip D. Cheesman, PE
Vice President

Exhibit A
SCOPE OF WORK
ENVIRONMENTAL SERVICES
ESA

Covington 180th/240th Park: Phase 2 – 90% Design
January 2016

The following is a Scope of Work to conduct environmental permitting and documentation in support of Phase 2 of the Covington 180th/240th Park in the City of Covington. The City has directed MacLeod Reckord and its sub-consultants to develop and acquire environmental permits for 90% design of Phase 2 of the Park Master Plan. Only Phase 2 will be designed, mitigation requirements for Phases 3 are not included in this task. This scope covers tasks anticipated to occur from January through December 2016. Work occurring beyond this time frame may require additional funding and contract revision.

ESA previously conducted wetland delineations on the park property and produced a wetland report describing the wetlands and appropriate regulatory issues. The wetland delineations were reviewed and approved by the Corps of Engineers in 2010. Wetland mitigation was designed, permitted, and constructed for Phase 1 of the park Master Plan. Conceptual on-site mitigation plans for the remainder of the park Master Plan (now Phases 2 and 3) were discussed in the wetland mitigation report: *Covington Community Park Critical Areas Report and Final Mitigation Plan* (ESA 2011).

TASK 1: Mitigation Report for 90% Design of Phase 2

Draft and Final Phase 2 Mitigation Report

ESA will prepare draft and final mitigation report based on the level of environmental impacts associated with the wetland fill required for construction of Phase 2. ESA will use the Phase 1 mitigation plan report as a template for the Phase 2 mitigation report based on 90% park design. Mitigation design drawings, plans and details will be prepared by MacLeod Reckord and will include on-site wetland creation and enhancement as desired by City of Covington for all wetlands to be impacted in Phase 2. Based upon the pre-application meeting held in October 2014 with the Corps of Engineers and Ecology, this scope assumes all mitigation will occur onsite to satisfy state and federal permitting authorities.

The mitigation plan report shall include identification of site-specific performance criteria and standards for success and a proposed monitoring and maintenance plan per CMC 18.65.340. The draft plan will be submitted to the Corps of Engineers and Department of Ecology pursuant to the application for the Section 404 Nationwide Permit and the Ecology 401 water quality certification, and to the City of Covington for development and land use permit applications.

The final mitigation report will be completed based on comment provided by MacLeod Reckord and City staff. The mitigation plan will be the document of record for the environmental permits for this project.

Task 1 Deliverables

- Wetland Mitigation Report for Phase 2 – Draft (PDF format)
- Wetland Mitigation Report for Phase 2 – Final (4 bound copies)

ASSUMPTIONS

1. The Wetland Delineation completed and approved by the Corps in 2010 will be acceptable for Phase 2 design and permitting. If the Corps requires more recent site review of the wetland boundaries, a contract modification would be necessary.
2. Phase 2 park design is anticipated to fill less than 0.5 acres of wetland and will not include impacts to Little Soos Creek,
3. ESA will provide environmental review of the proposed mitigation design drawings and provide written comments to MacLeod Reckord regarding plant species, grading, hydrological considerations, and consistency with local, state and federal permit requirements.
4. ESA anticipates one round of review for the Draft Report. All draft materials will be submitted for review electronically in either their native file format or as PDF files.
5. It is our understanding that the City prefers use of on-site wetland mitigation rather than use of the King County ILF program which has recently been approved as a formal wetland mitigation bank. Use of the ILF program or other off-site mitigation is not included in this scope or work. Although, mitigation through ILF or Mitigation Banks is the Corps first preference for mitigation for wetland impacts that are unavoidable, we understand from the pre-application meeting that on-site mitigation will be considered for this project.
6. On-site wetland mitigation will be acceptable to the Corps and Ecology.
7. Mitigation design, including grading, planting plans and specifications will be provided by MacLeod Reckord.

TASK 2: Phase 2 Environmental Permitting and Documentation

The MacLeod Reckord team will prepare 90% design drawings and Plans, Specifications, and Estimates (PSE) for Phase 2 of the planned Covington 240th/180th Park. Phase 2 elements include a parking lot in the southeast corner of the park as identified in the Master Plan adopted February 10, 2009. The project is expected to impact less than 0.5-acre of wetland and will not affect Little Soos Creek. Under Task 2, ESA will prepare environmental permits in support of state and federal permitting as described below.

Unless otherwise stated, it is assumed that all other necessary building, construction, and other environmental permit applications would be prepared by others.

Joint Aquatic Resources Permit Application (JARPA)

Based on the amount of anticipated wetland impact (less than 0.5-acre), a Section 404 Nationwide Permit from the Corps of Engineers is anticipated for the project. It is anticipated that the project will be authorized under Nationwide Permit 42 – Recreational Facilities. The JARPA form is a joint application form that will be prepared in support of a Corps of Engineers Clean Water Act Section 404 Permit, Ecology 401 Water Quality Certification and Coastal Zone Consistency Determination, and Washington Department of Fish and Wildlife (WDFW) Hydraulic Project Approval (HPA). ESA will coordinate with MacLeod Reckord during JARPA figure preparations. ESA will assemble JARPA materials for submittal by the City to the Corps of Engineers, and Ecology.

Task 2 Deliverables

- JARPA – Draft document for City review
- JARPA – Final permit package

ASSUMPTIONS

- It is assumed that MacLeod Reckord will prepare Corps of Engineers JARPA figures for the Phase 2 project based on 90% design information.
- It is anticipated that from 4 to 6 figures will be necessary for the JARPA submittal.
- JARPA materials shall also require 90% design drawings and narrative descriptions of the proposed project work provided by MacLeod Reckord and others.
- On-site wetland mitigation will be approved by the Corps and Ecology as an acceptable alternative to use of the King County ILF program.
- Wetland impacts will be permitted by the Corps under Nationwide Permit 42, and an Individual Permit will not be necessary.

TASK 3: Project Meetings and Agency Coordination

ESA staff shall prepare for and attend up to 6 meetings for the project for a period of 12 months from the time a notice to proceed is issued for the project. Project team coordination and communication during design and permitting is also included in this task. Coordination and communication with the Corps and Ecology during permit review is also anticipated. Included in the coordination with the Corps could be discussions regarding the proposal to buy ILF credits for Phase 3 wetland impacts at a reduced impact calculation, in exchange for delaying impacts by 3-4 years.

ESA staff will be available for up to 24 hours of coordination to attend City Council meetings, public meetings, respond to public comment on City-issued permit decisions, and attend public hearings, if required.

GENERAL SCOPE ASSUMPTIONS

1. The Wetland Report, Biological Assessment, and Cultural Resources report provided for Phase 1 of the project will be sufficient for Phase 2 and will not need revision or updating.
2. MacLeod Reckord will provide all applicable engineering descriptions, specifications and drawings and other pertinent design information during the course of the project. This includes design drawings for JARPA figures and related materials.
3. MacLeod Reckord will forward any agency comments to ESA in a timely manner.
4. All draft materials will be submitted for review electronically in either their native file format or as PDF files.
5. ESA shall finalize and submit all permit applications and required supporting materials to MacLeod Reckord and the City, which will submit deliverables to the regulatory agencies.
6. ESA shall submit the number of copies of applications and supporting documentation identified on the application forms, plus two additional copies for the project files. The City shall be responsible for additional copies, if needed. The City shall be responsible for distributing permit materials and the publication of any required notifications.
7. The City will sign and be responsible for delivering all permit applications.
8. As determined by the City, wetland mitigation will be constructed onsite and within identified park boundaries.
9. No additional environmental services such as SEPA or NEPA related tasks or local permitting are included in this scope of work.
10. Documentation or support for a Corps of Engineers Individual Permit is not included in this scope of work.
11. Additional permits, special studies, or technical evaluations may be required to construct this project. ESA shall not be responsible for permits, technical studies or applications not specifically identified as deliverables in this scope of work.

Exhibit B
Covington 180th/240th Park_Phase 2 60% Mitigation Design
MacLeod Reckord
ESA



Based on Scope of Work Dated: January 2016

Labor Category Rate	Director I \$ 170.00	Managing Associate II \$ 145.00	Technical Assoc. I \$ 140.00	Senior Associate II \$ 125.00	Associate II \$ 90.00	Senior Admin / Graphics \$ 95.00	Admin / Graphics \$ 80.00	Clerical \$ 65.00	Total
Task 1									
Task 1 Phase 2 Mitigation Design Report									
Compensatory Mitigation Plan - Draft and Final	2	16	14	8	30	6	8	2	86.00
<i>Subtotal hours</i>	2	16	14	8	30	6	8	2	86.00
<i>Subtotal labor</i>	\$ 340.00	\$ 2,320.00	\$ 1,960.00	\$ 1,000.00	\$ 2,700.00	\$ 570.00	\$ 640.00	\$ 130.00	\$ 9,660.00
<i>Reimbursables</i>									\$ 200.00
Subtotal Task 1									\$ 9,860.00
Task 2									
Task 2 Phase 2 Environmental Permitting and Documentation									
60% JARPA - Draft and Final	1	8		8	20		4	2	43.00
Narratives of Project Work - Draft and Final	1			4	8				13.00
<i>Subtotal hours</i>	2	8	0	12	28	0	4	2	56.00
<i>Subtotal labor</i>	\$ 340.00	\$ 1,160.00	\$ -	\$ 1,500.00	\$ 2,520.00	\$ -	\$ 320.00	\$ 130.00	\$ 5,970.00
<i>Reimbursables</i>									\$ 200.00
Subtotal Task 2									\$ 6,170.00
Task 3									
Task 3 Project Meetings and Agency Coordination									
Coordination Meetings (6)		24	8	12			6	1	51.00
City of Covington (pre application) (completed)									-
City Council and Coordination and Hearings		16							16.00
<i>Subtotal hours</i>	0	40	8	12	0	0	6	1	67.00
<i>Subtotal labor</i>	\$ -	\$ 5,800.00	\$ 1,120.00	\$ 1,500.00	\$ -	\$ -	\$ 480.00	\$ 65.00	\$ 8,965.00
<i>Reimbursables</i>									\$ 300.00
Subtotal Task 3									\$ 9,265.00
Total Estimate									\$ 25,295.00

January 11, 2016

Michael Lipko, PLA, ASLA, PDC
MacLeod Reckord PLLC
110 Prefontaine Place South, Suite 600
Seattle, WA 98104

Attn: Mr. Michael Lipko

Transmitted via email to: *michaell@macleodreckord.com*

**Re: Proposal for Geotechnical Engineering Services
Proposed Covington Park Phases 2 and 3
Covington, Washington**

Dear Mr. Lipko:

In accordance with your request, we are submitting this proposal to provide geotechnical services for the above-referenced project. The purpose of our services will be to complete geotechnical subsurface explorations and update our previous geotechnical recommendations for the project. We prepared a geotechnical engineering report for an earlier phase of the project in 2011.

Project Understanding

Our project understanding is based on our review of the site layout as shown on the project phasing diagram dated January 5, 2016. Since the time our previous test pit explorations were completed, plans for the park development have become more extensive. Small structures are being considered at additional locations. Also, some existing wetland areas will be developed. Our previous subsurface explorations were not completed in wetlands.

Scope of Services

To characterize subsurface soil and groundwater conditions, we propose to excavate 6 to 8 test pits (maximum 1-day effort) at previously unexplored areas of the site. Test pits will be excavated in the vicinity of proposed structures and in wetland areas to check for soft or otherwise unsuitable soils that are subject to settle when subjected to new loads. The test pits will be excavated to depths of about 10 to 12 feet (or refusal) below existing site grades using a small-track, hydraulic excavator under subcontract to Landau Associates, Inc. (LAI). LAI will contact the "Call before you dig..." underground utility locate service to check if any known active underground utilities are on site. In addition, we will have a private utility locating firm check the exploration locations for possible conflicts with underground utilities. We have assumed in this proposal that access and any necessary rights-of-entry to the subject property to complete the test pits will be provided in a timely manner.

A geotechnical engineer or geologist from LAI will monitor the explorations, obtain representative bulk soil samples from the test pits, and prepare field logs of conditions encountered in the explorations. Representative bulk soil samples obtained from the test pits will be returned to our laboratory for further classification and testing. Geotechnical laboratory testing will consist of up to 10 natural moisture content determinations and 4 grain size analyses for classification purposes.

Soil samples obtained from the explorations will be held in our laboratory for 30 days after submittal of the final report. After that date, the soil samples will be disposed of unless arrangements are made to retain them. Groundwater levels (if encountered) in the test pits will be noted at the time of exploration. Upon completion of sampling and logging, the test pits will be backfilled with excavated soil and the area around each test pit will be restored as best as possible with the equipment on hand.

We will prepare and submit a revised geotechnical report summarizing the results of the geotechnical investigation and geotechnical conclusions and recommendation for design of the facility. The revised report will include:

- A site map showing the approximate locations of the explorations.
- Descriptive logs of the explorations and a summary of surface and subsurface soil and groundwater conditions encountered in the explorations.
- Results of the geotechnical laboratory analyses.
- Recommendations for site grading, including clearing, grubbing and stripping; earthwork requirements; suitability of onsite soil for reuse, fill placement and compaction criteria, pavement subgrade preparation, and design pavement sections for parking/drive areas.
- Settlement estimates for any aerial fills placed over existing wetlands. We will also provide estimates for the thickness of overexcavation required to remove settlement-prone soils from development areas.
- Recommendations for foundation support of the structures, including seismic design considerations per 2012 International Building Code, foundation preparation, maximum allowable soil bearing pressure, minimum footing sizes (continuous and column footings), minimum depth of burial, and resistance to lateral loads.
- Estimated short-term and long-term settlement of foundations.
- Recommended static and dynamic lateral earth pressures on below-grade structures, such as vaults.
- Geotechnical recommendations for installation of new site utilities including trench excavation and retention, pipe foundation support, pipe bedding and initial backfill materials, an evaluation of the suitability of excavated soil for use as trench backfill, and trench backfill compaction criteria.
- Site and foundation drainage considerations.

We have included in our budget time for project management, civil and structural plan review, and one project meeting.

Terms and Conditions

Our services will be provided on a time-and-expense basis in accordance with the attached 2016 Compensation Schedule and General Conditions, which are hereby made part of this agreement. The estimated fee for the services described above will be \$10,350, as summarized in the following table.

Table 1. Field Explorations

Task	Cost
Trackhoe Subcontractor	\$ 1,500
Utility Locate Services (APS)	\$250
Landau Associates Personnel	\$2,800
Geotechnical Laboratory Testing	\$800
Geotechnical Engineering Analyses and Report	\$5,000
TOTAL ESTIMATED FEE	\$ 10,350

If project requirements change or unforeseen conditions are encountered that require services beyond the scope outlined above, we will bring these to your attention and seek approval for modification to the scope of services and budget, as appropriate. Please provide us with written authorization, by signing in the space provided on the next page and returning one signed original of this proposal, or by your preferred method.

Schedule

We anticipate that we can complete the subsurface explorations within about 3 weeks of authorization to proceed and permission to access our exploration areas. If permits are required for our explorations in wetland areas, we assume that the permits will be completed by others.

Closure

Landau Associates appreciates the opportunity to submit this proposal and we look forward to providing geotechnical engineering services for this project. If any questions arise regarding this proposal, please call us at (360) 791-3178.

LANDAU ASSOCIATES, INC.



Calvin McCaughan, PE
Principal

CAM/bar
2016-3077

[X:\C_COVINGTON\2016-01_COVINGTON PARK\COVINGTON PARK_PRO_PCREDLINES.DOCX]

Attachments: 2016 Compensation Schedule
General Conditions

AUTHORIZATION

The scope of services and contractual conditions as described in this proposal and its attachments are accepted and Landau Associates, Inc. is authorized to proceed.

By _____
Signature* Printed

For _____
Firm* Date

*Name of person with contractual authority and firm responsible for payment of Landau Associates, Inc. billing.

MacLeod Reckord PLLC
Proposal for Geotechnical Engineering Services/Proposed Covington Park Phases 2 and 3
Covington, Washington

COMPENSATION SCHEDULE – 2016



Personnel Labor	Hourly Rate
Senior Principal	250
Principal	225
Senior Associate	205
Associate	185
Senior	165
Senior Project	150
Project	137
GIS Analyst	137
Senior Staff / CAD Designer	121
Staff / Senior Technician II	107
CAD / GIS Technician	107
Project Coordinator	98
Assistant / Senior Technician I	94
Technician	78
Support Staff	67

Expert professional testimony in court, deposition, declaration, arbitration, or public testimony is charged at 1.5 times the hourly rate.

Rates apply to all labor, including overtime.

Equipment

Field, laboratory, and office equipment used in the direct performance of authorized work is charged at unit rates. A rate schedule will be provided on request.

Subcontractor Services and Other Expenses

Subcontractor billing and other project expenses incurred in the direct performance of authorized routine services will normally be charged at a rate of cost plus a twelve percent (12%) handling charge. A higher handling charge for technical subconsultants and for high-risk field operations may be negotiated on an individual project basis; similarly, a lower handling charge may be negotiated on projects requiring disproportionately high subconsultant involvement.

Invoices

Invoices for Landau Associates' services will be issued monthly. Interest of 1½ percent per month (but not exceeding the maximum rate allowable by law) will be payable on any amounts not paid within 30 days.

Term

Unless otherwise agreed, Landau Associates reserves the right to make reasonable adjustments to our compensation rates over time (e.g., long-term continuing projects).

GENERAL CONDITIONS



SERVICES TO BE PROVIDED – Landau Associates agrees to provide Client, for Client’s sole benefit and exclusive use, the consulting services identified in Landau Associates’ proposal. This Agreement gives no rights or benefits to anyone other than Client and Landau Associates.

CLIENT FURNISHED INFORMATION – Client shall provide to Landau Associates information regarding the property location, property limits, the location of any buried utilities or structures, and any requirements for entry or work permits, security clearances, licenses or any other required permissions. Landau Associates shall not be liable for damage or injury arising from damage to subterranean structures (pipes, tanks, pipelines, etc.) that are not identified by Client. If the property is not owned by Client, Client shall obtain right-of-entry for the purpose of our services.

OWNERSHIP OF DOCUMENTS – Unless otherwise agreed, all logs, notes, calculations, reports and other documents prepared by Landau Associates are the property of Landau Associates. Client is responsible for appropriate use of the information and recommendations contained in Landau Associates’ reports and other written correspondence. Any and all such information and recommendations are provided for and are relevant to specific projects, as identified; any reuse of such information for extensions of a project, or disregard for or deviation from Landau Associates’ recommendations or for any other project shall be at Client’s sole risk and without liability or legal exposure to Landau Associates.

STANDARD OF CARE AND LIMITATION OF LIABILITY – Landau Associates’ services will be performed with the degree of skill and diligence normally employed by engineering professionals performing similar services in the Northwest at the time services are performed. No other warranty or representation, either express or implied, is included or intended in our proposals, contracts, reports, and communications.

To the fullest extent permitted by law, Client expressly agrees to limit any and all claims of Client, including but not limited to claims alleging negligence, breach of contract, or breach of warranty against Landau Associates and/or its employees, for all losses of any kind, including economic loss, to an amount not to exceed the total fee paid under this Agreement or \$50,000, whichever is greater. If Client desires a higher limit, Landau Associates may agree to an increased limitation for additional consideration. In the event Client makes a claim against Landau Associates, at law or otherwise, for alleged negligence, error, omission, breach, or other act arising out of the performance of professional services, and Client fails to prove such claim, Client shall pay all costs incurred by Landau Associates in defending itself against the claim.

CLIENT INDEMNIFICATION – Client acknowledges that Landau Associates is not responsible for the creation or presence of contamination or pollution, if any, at the property. Client agrees to indemnify, defend, and hold harmless Landau Associates and any of its officers and employees from and against any claim, suit, action, or liability due to or related to contamination conditions at the property except to the extent such claim, suit, action, or liability is caused by the negligence of Landau Associates. For the purposes of this clause, contamination conditions shall mean the actual or alleged existence, discharge, release, or escape of any irritant, pollutant, contaminant, or hazardous substance into or upon the atmosphere, land, groundwater, surface water, or sediment of or near the property. Landau Associates will promptly notify Client of contamination conditions, if identified.

SITE SUPERVISION – Landau Associates has no overall supervisory authority or actual and/or direct responsibility for the specific working conditions at the site and/or for any hazards resulting from the actions of any trade contractor. Unless expressly provided in the scope of services, Landau Associates has no duty to inspect, supervise, note, correct, or report any health or safety deficiencies of Client, contractors, or other entities or persons at the project site not employed or subcontracted by Landau Associates.

PAYMENT – Invoices for Landau Associates’ services will be issued monthly, payable upon receipt. Interest of 1½ percent per month (but not exceeding the maximum rate allowable by law) will be payable on any amounts not paid within 30 days, payment thereafter to be applied first to accrued interest and then to the principal unpaid amount. Any attorney’s fees or other costs incurred by Landau Associates in collecting any delinquent amount shall be paid by Client.

SAMPLE RETENTION – Unless other arrangements are made, uncontaminated samples will be discarded in accordance with applicable regulations 30 days after testing is complete. Contaminated or hazardous materials samples not destroyed by testing remain the property of Client and will be returned to Client or project site for disposition as directed by Client.

SUSPENSION OR TERMINATION – If Client requests suspension or termination of our services prior to completion, Landau Associates reserves the right to complete such analyses and records as are necessary to place the files in order, and, when necessary to protect our professional reputation, to complete a report on the services provided to date. Client shall compensate Landau Associates for personnel time and all reasonable expenses at current rates required to accomplish such closing.

TIME BAR TO LEGAL ACTION – The parties agree that all legal actions by either party against the other concerning the services provided under this Agreement shall be barred two (2) years after the completion of services by Landau Associates.

SEVERABILITY AND SURVIVAL – In the event that any provision of this Agreement shall be held invalid and unenforceable by a decision of a court of competent jurisdiction, the remaining provisions shall be valid and binding. All terms of this Agreement allocating or limiting liability shall survive the completion of the services hereunder and the termination of this Agreement.

PRECEDENCE – These general conditions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, notice to proceed, or like document regarding Landau Associates’ services.

COVINGTON COMMUNITY PARK from 60% to 100% CONCESSIONS, COMFORT STATION AND SHELTERS

ARC ARCHITECTS

1/26/2016

ARCHITECTURAL FEE						\$49,845.
Architectural				\$75,105	ARC Architects	\$34,059.
Structural	\$30,963.	\$37,219	1.10	\$40,941	MLA Engineering	
Mechanical	\$12,305.	\$18,190	1.10	\$20,009	Sazan Group	\$13,536.
Electrical		\$9,999	1.10	\$10,999	Stantec	
Estimator	\$ 7,804.	\$5,000	1.10	\$5,500	Roen and Associates	\$ 8,584.

FEE LESS REIMBURSABLES	\$152,554	\$111,524.
-------------------------------	------------------	-------------------

REIMBURSABLE EXPENSES

ARC		\$250	
Structural		\$1,342	\$942.
Electrical		\$0	
Mechanical		\$300	
Subtotal		\$1,892	\$1,492.

FEE WITH REIMBURSABLES	\$154,446	\$113,016.
-------------------------------	------------------	-------------------

TASK 1.

PH. 2 PROJECT INITIATION & DATA COLLECTION

	part	pm	design	remarks
PROJECT ADMINISTRATION	1	8		contracts, billings, schedule, filing
MEETINGS				
Pre-Application Meeting w/ City	2	3		(1) meeting at City
Arts Commission Meeting	1	2		Assume on same day as Pre-App
CODE REVIEW				
Zoning	1		4	
Building		4		
TEAM COORDINATION				
Landscape		2		
Civil		1		
Structural		1		
Mechanical		1		
Electrical		1		
Estimator		1		

TOTAL DIRECT IN-HOUSE HOURS	6	24	4
DIRECT HOURLY RATE	\$180	\$150	\$85
TOTAL DIRECT SALARY EXPENSE	\$1,080	\$3,600	\$340
TASK 1 SUB-TOTAL, ARCHITECTURAL	\$5,020		

**TASK 2.
UPDATE ILLUSTRATIVE PLAN**

	part	pm	design	remarks
NO WORK UNDER THIS TASK				assume by MR
TOTAL DIRECT IN-HOUSE HOURS	0	0	0	
DIRECT HOURLY RATE	\$180	\$150	\$85	
TOTAL DIRECT SALARY EXPENSE	\$0	\$0	\$0	
TASK 2 SUB-TOTAL, ARCHITECTURAL				\$0

**TASK 3.
CONSTRUCTION DOCUMENTS (90%)**

	part	pm	design	remarks
PROJECT ADMINISTRATION	1	4	2	billings, schedule, filing
MEETINGS				
Design Team Meeting	2	3		(1) meeting at MR office
Arts Commission @ 90%		3		(1) meeting at City
ARCHITECTURAL DESIGN/DOCUMENTATION				
Concessions/Comfort Station	2			
Plan		1	4	
Exterior Elevations		1	4	
Building Sections		1	4	(3); RRs, entry, concessions
Roof Plan		1	2	
Interior Elevations		2	12	
Details		16	32	
Rendering				assume none
Stage Shelter	1			
Plan		1	2	
Exterior Elevations		1	4	
Building Sections		1	4	
Roof Plan		1	2	
Details		8	16	
Rendering				assume none
Large Shelter	1			
Plan		1	2	
Exterior Elevations		1	4	
Building Sections		1	4	
Roof Plan		1	2	
Details		4	8	assume shared with stage
Rendering				assume none
Standard Shelter	1			
Plan		1	2	
Exterior Elevations		1	4	
Building Sections		1	4	
Roof Plan		1	2	
Details		4	8	assume shared with stage
Rendering				assume none
Other Sheets	1			
Title Sheet				by MR
Code Sheet		2	4	

Schedules / Abbreviations		1	2
Specifications	24	8	8
TEAM COORDINATION	1		
Landscape		2	1
Civil		1	1
Structural		1	4
Mechanical		1	2
Electrical		1	2
Estimator		2	2
COLOR MATERIALS BOARD	2	4	8
CHECKING/PICKUPS	8	2	6

TOTAL DIRECT IN-HOUSE HOURS	44	85	168
DIRECT HOURLY RATE	\$180	\$150	\$85
TOTAL DIRECT SALARY EXPENSE	\$7,920	\$12,750	\$14,280
TASK 3 SUB-TOTAL, ARCHITECTURAL	\$34,950		

**TASK 4.
BID DOCUMENTS (100%)**

	part	pm	design	remarks
MEETINGS				
Design Team Meeting	2	3		(1) meeting at MR office
PROJECT ADMINISTRATION	1	1	1	billings, schedule, filing
ARCHITECTURAL DESIGN/DOCUMENTATION				
Concessions/Comfort Station	1	2	8	final refinements, QA/QC
Stage Shelter	1	2	8	final refinements, QA/QC
Large Shelter	1	1	2	final refinements, QA/QC
Standard Shelter	1	1	2	final refinements, QA/QC
Specifications	1	1	2	final refinements, QA/QC
TEAM COORDINATION	1			
Landscape		2	1	
Civil		1	1	
Structural		1	1	
Mechanical		1	1	
Electrical		1	1	
Estimator		2	1	
CHECKING/PICKUPS	1	2	4	

TOTAL DIRECT IN-HOUSE HOURS	10	21	33
DIRECT HOURLY RATE	\$180	\$150	\$85
TOTAL DIRECT SALARY EXPENSE	\$1,800	\$3,150	\$2,805
TASK 4 SUB-TOTAL, ARCHITECTURAL	\$7,755		

**TASK 5.
BIDDING & NEGOTIATION SERVICES**

	part	pm	design	remarks
BID SERVICES	1			
Pre-Bid Walkthrough		3	3	
Questions	1	1	1	
Addenda	1	2	4	assume 1
TOTAL DIRECT IN-HOUSE HOURS	3	6	8	
DIRECT HOURLY RATE	\$180	\$150	\$85	
TOTAL DIRECT SALARY EXPENSE	\$540	\$900	\$680	
TASK 5 SUB-TOTAL, ARCHITECTURAL				\$2,120

~~**TASK 6.
CONSTRUCTION ADMINISTRATION SERVICES**~~

	part	pm	design	remarks
PROJECT ADMINISTRATION	2	4	2	billings, schedule, filing
CONSTRUCTION OBSERVATION				
Pre-Con Meeting		2		assume 1
Field Meetings	4	56	8	assume 8
Punchlist	4	2	6	
Backpunch				assume not required
OFFICE ADMINISTRATION				
Pay Requests				by MR
RFI's/Clarifications	2	32	32	
Shop Drawing Review	4	16	24	assume 8-12 sections
TOTAL DIRECT IN-HOUSE HOURS	13	112	72	
DIRECT HOURLY RATE	\$180	\$150	\$85	
TOTAL DIRECT SALARY EXPENSE	\$2,340	\$16,800	\$6,120	
TASK 6 SUB-TOTAL, ARCHITECTURAL				\$25,260 \$0.

1-5

\$49,845.

TOTAL OF TASKS 1-6, FROM 60% TO 100%, ARCHITECTURAL				\$75,105
--	--	--	--	-----------------

Exhibit A: Estimate of Professional Services

Client: MacLeod-Reckord	Basis of est:	Schematic documents emailed to MLA Engineering on Jan 7, 2016
Project: Covington Park - site features		
Estimate Date: January 10, 2016	Key assumptions: Structures include one large shelter, two small shelters	

Approx. 3.00%

TASKS & FEES	Principal Engineer, P.E., S.E.	Project Engineer, P.E., S.E.	Engineer	Sr CAD Drafter	Sr Admin Assistant	MLA Hours	MLA Fee	In-house expenses	Total	%
	\$168	\$125	\$115	\$90	\$64					
Task 3: 90% Constructio/Permit review Documents										
1. Construction cost estimate	1.0	2.0				3	\$418			
2. Meetings and coordination	1.0	4.0				5	\$668			
3. Provide final calculations for design		2.0	10.0			12	\$1,400			
4. Provide drawings & specifications		2.0	24.0	22.0	1.0	49	\$5,054			
Task 3 Subtotal	2.0	10.0	34.0	22.0	1.0	69	\$7,540	\$226	\$7,766	42.5%
Task 4: 100% Construction/Bid Documents										
1. Construction cost estimate		1.0				1	\$125			
2. Meetings and coordination		4.0				4	\$500			
3. Provide drawings & specifications	2.0	2.0	16.0	8.0		28	\$3,146			
4. Respond to Owner comments & provide documents for Building Official review	1.0	4.0		3.0		8	\$938			
Task 4 Subtotal	3.0	11.0	16.0	11.0	0.0	41	\$4,709	\$141	\$4,850	26.5%
Task 5: Bid assistance										
1. Respond to bidder questions; provide clarifications and addendum as required.		3.0		1.0		4	\$465			
2. Review bid results and review with Owner	1.0					1	\$168			
Task 5 Subtotal	1.0	3.0	0.0	1.0	0.0	5	\$633	\$19	\$652	3.6%
Task 6: Services during Construction (CA)										
1-Respond to RFI's	1.0	7.0				8	\$1,043			
2-On-site observations - 3 trips		8.0				8	\$1,000			
3-Shop drawing and submittal review	1.0	3.0	14.0			18	\$2,153			
4-Final observations and memo of observations	1.0					1	\$168			
5-As-built drawings			1.0	2.0		3	\$295			
6-Closeout			1.0		1.0	2	\$179			
Task 6 Subtotal	3.0	18.0	16.0	2.0	1.0	40	\$4,838	\$145	\$4,983	27.2%
	9.0	42.0	66.0	36.0	2.0	165.0	\$17,720	\$572	\$18,292	100.0%

\$427 \$13,268.

Reimbursable expense estimate	
Plotting \$4/dwg	
Plotting Half-size \$1.00/dwg	
Photos: \$1 per sheet	
Courier: Cost x 1.1	
Printing Cost x 1.1	
Photo copies \$.15- \$.75 (varies w/ size or color)	
Postage Cost x 1.1	
Total reimbursables	\$572

Deliverables:	
1)	Stamped structural dwgs: notes, plans & details - AutoCAD
2)	Stamped structural calculations
3)	Edited CSI specifications
4)	Field observations and summary memos
5)	Reviewed shop drawings and submittals

TOTAL Estimate of Fees + Reimbursable expenses : **\$18,292 \$13,695.**

COVINGTON COMMUNITY PARK - SITE LIGHTING AND ELECTRICAL								
Consulting services will include design documentation for incoming electrical service, parking\pathway lighting and site\building power distribution.								
TASK 3								
	PM	PM	ENGINEER	ENGINEER	PROD	PROD	EXPENSES	
60%-90% Construction Documents	HOURS	RATE	HOURS	RATE	HOURS	RATE		TOTAL
Set up base drawings provided by client	0.00	\$171.00	1.00	\$140.00	2.00	\$98.00	\$0.00	\$336.00
Site Electrical Investigation	3.00	\$171.00	0.00	\$140.00	0.00	\$98.00	\$50.00	\$563.00
Lighting equipment selection	1.00	\$171.00	1.00	\$140.00	0.00	\$98.00	\$0.00	\$311.00
Lighting calculations	0.00	\$171.00	2.00	\$140.00	0.00	\$98.00	\$0.00	\$280.00
Site power and lighting layouts	1.00	\$171.00	1.00	\$140.00	2.00	\$98.00	\$0.00	\$507.00
Electrical circuiting and cabling design	1.00	\$171.00	1.00	\$140.00	1.00	\$98.00	\$0.00	\$409.00
Voltage drop and short circuit analysis	1.00	\$171.00	1.00	\$140.00	0.00	\$98.00	\$0.00	\$311.00
Develop lighting details	1.00	\$171.00	2.00	\$140.00	1.00	\$98.00	\$0.00	\$549.00
Develop electrical details	1.00	\$171.00	2.00	\$140.00	1.00	\$98.00	\$0.00	\$549.00
PSE service application and plans	2.00	\$171.00	2.00	\$140.00	2.00	\$98.00	\$0.00	\$818.00
Specifications	1.00	\$171.00	1.00	\$140.00	0.00	\$98.00	\$0.00	\$311.00
Estimate of Probable Cost	1.00	\$171.00	0.00	\$140.00	0.00	\$98.00	\$0.00	\$171.00
SUB-TOTAL	13.00		14.00		9.00		50.00	5,115.00
TASK 4								
	PM	PM	ENGINEER	ENGINEER	PROD	PROD	EXPENSES	
Bid Documents	HOURS	RATE	HOURS	RATE	HOURS	RATE		TOTAL
Base drawing update	0.00	\$171.00	1.00	\$140.00	1.00	\$98.00	\$0.00	\$238.00
Final Lighting Plans	1.00	\$171.00	2.00	\$140.00	2.00	\$98.00	\$0.00	\$647.00
Final Power Plans	1.00	\$171.00	2.00	\$140.00	2.00	\$98.00	\$0.00	\$647.00
Final Details	1.00	\$171.00	2.00	\$140.00	1.00	\$98.00	\$0.00	\$549.00
Specifications	1.00	\$171.00	1.00	\$140.00	0.00	\$98.00	\$0.00	\$311.00
Estimate of Probable Cost	1.00	\$171.00	0.00	\$140.00	0.00	\$98.00	\$0.00	\$171.00
SUB-TOTAL	5.00		8.00		6.00		0.00	2,563.00

COVINGTON COMMUNITY PARK - SITE LIGHTING AND ELECTRICAL								
TASK 5								
	PM	PM	ENGINEER	ENGINEER	PROD	PROD	EXPENSES	
Construction Bidding	HOURS	RATE	HOURS	RATE	HOURS	RATE		TOTAL
Prepare Addenda	2.00	\$171.00	2.00	\$140.00	1.00	\$98.00	\$0.00	\$720.00
SUB-TOTAL	2.00		2.00		1.00		\$0.00	\$720.00
TASK 6								
	PM	PM	ENGINEER	ENGINEER	PROD	PROD	EXPENSES	
Construction Administration	HOURS	RATE	HOURS	RATE	HOURS	RATE		TOTAL
Three construction site observations	6.00	\$171.00	3.00	\$140.00	0.00	\$98.00	\$150.00	\$1,596.00
Answer rfi's, submittals, modifications	4.00	\$171.00	4.00	\$140.00	0.00	\$98.00	\$0.00	\$1,244.00
Punch List	2.00	\$171.00	0.00	\$140.00	0.00	\$98.00	\$50.00	\$392.00
Record drawings and project closeout	1.00	\$171.00	1.00	\$140.00	1.00	\$98.00	\$0.00	\$409.00
CA SUB-TOTAL	13.00		8.00		1.00		\$200.00	\$3,641.00
TOTALS	33.00		32.00		17.00		250.00	12,039.00
							\$50.00	\$8,398.00

total \$8,448.00

SUBJECT: PUBLIC HEARING AND CONSIDERATION OF AN ORDINANCE
EXTENDING THE MORATORIUM ON MEDICAL MARIJUANA
PRODUCTION AND PROCESSING FACILITIES, DISPENSARIES,
COLLECTIVE GARDENS, AND RELATED BUSINESSES UNTIL JULY 1, 2016

RECOMMENDED BY: Richard Hart, Community Development Director
Sara Springer, City Attorney

ATTACHMENT(S):

1. Proposed ordinance extending said medical marijuana moratorium until July 1, 2016

PREPARED BY: Sara Springer, City Attorney

EXPLANATION:

The purpose of this agenda bill action is to hold a public hearing to allow public testimony and take action extending the moratorium on medical marijuana production and processing facilities, dispensaries, and collective gardens until July 1, 2016, unless earlier terminated.

A. Moratorium History

In August 2011, the city council established a twelve-month moratorium on the establishment, location, operation, licensing, maintenance, or continuation of medical marijuana dispensaries, production facilities, processing facilities, and collective gardens. That moratorium was extended for an additional six months in August 2012, February 2013, August 2013, February 2014, August 2014, February 2015, and August 2015. This proposed ordinance would further extend the moratorium until the state's new medical and recreational marijuana regulations go into effect on July 1, 2016, unless earlier terminated.

B. New State Marijuana Regulations (Both Medical and Recreational)

As previously briefed to council, the state legislature passed SSSB 5052, the Cannabis Patient Protection Act (the "Act"), and Governor Inslee signed it into law, with partial vetoes, in April 2015. In July 2015, the state legislature and governor also passed and signed into law SHB 2136, which amended portions of SB 5052.

As a general overview, the Act:

- Establishes the state Liquor Control Board as the regulatory agency overseeing medical marijuana and renames the board the Liquor and Cannabis Board (LCB);
- Provides guidance for rules and regulation of medical marijuana, which will be regulated through the same structure as provided through I502;

- Requires marijuana retail businesses to apply for a medical marijuana endorsement through the LCB if they desire to sell medical marijuana in addition to recreational marijuana. Accordingly, the LCB must reopen the license period for retail stores and allow for additional licenses to be issued to address the needs of the medical market;
- Repeals medical marijuana collective gardens, replacing them with medical marijuana personal grows and cooperatives. Qualified patients may grow up to fifteen plants in their home. Up to four qualifying patients or designated providers may form a medical marijuana cooperative, which is permitted to grow up to sixty plants at a cooperative location; and
- Gives authority to cities, towns, counties, and other municipalities to create and enforce civil penalties for the growing or processing of marijuana and for keeping marijuana plants beyond or otherwise not in compliance with the rules and regulations of cooperatives.

Portions of the Act were enacted as of July 1, 2015, and the remaining portions of the Act will go into effect as of July 1, 2016—notably, non-state-licensed marijuana establishments and current recreational marijuana businesses will be required to obtain a state endorsement if offering medical marijuana and collective gardens will no longer be legal.

C. Status of Permanent Regulations

At the council's October 27, 2015, regular council meeting, staff presented to council detailed information regarding the new legislation passed by the state legislature, and the council provided staff with specific policy decisions to direct staff's development of permanent marijuana regulations for the city. Staff will be completing the draft permanent regulations by the beginning of April 2016, after which staff will present the proposed permanent regulations to the planning commission for their review and recommendations. Staff will then forward the proposed permanent regulations to the state Department of Commerce for their review and comment. Staff will then bring the proposed permanent regulations back to the council for a public hearing and final adoption before the new state laws go into effect on July 1, 2016.

D. Recommendation on Extension of Moratorium Until July 1, 2016

It is necessary for council to extend the current moratorium on medical marijuana production, processing facilities, dispensaries, collective gardens, and related businesses until July 1, 2016, to allow for the above noted consideration and adoption of permanent regulations and to prevent the establish or citing of the stated medical marijuana uses prior to the city's permanent regulations and new state laws going into effect on July 1, 2016.

ALTERNATIVES:

- 1. Let the moratorium expire.** This option is not recommended by staff. If the moratorium expires without any further action by the city, there will be no local regulations in place to govern the placement and operation of any medical marijuana businesses, facilities, uses, or collective gardens.

FISCAL IMPACT: Staff time

CITY COUNCIL ACTION: Ordinance Resolution Motion Other

Council member _____ moves, Council member _____ seconds, to pass an ordinance, in substantial form as that attached hereto, to extend the moratorium on medical marijuana collective gardens, production and processing facilities, dispensaries, and related businesses until July 1, 2016.

REVIEWED BY: City Manager; City Attorney; Community Development Director

ATTACHMENT 1

ORDINANCE NO. 06-2016

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COVINGTON, WASHINGTON, TO EXTEND THE MORATORIUM ON THE ESTABLISHMENT, LOCATION, OPERATION, LICENSING, MAINTENANCE, OR CONTINUATION OF MEDICAL MARIJUANA DISPENSARIES, PRODUCTION FACILITIES, PROCESSING FACILITIES, COLLECTIVE GARDENS, AND RELATED BUSINESSES WITHIN THE CITY OF COVINGTON UNTIL JULY 1, 2016; PROVIDING FOR A PUBLIC HEARING ON THE MORATORIUM; ADOPTING FINDINGS OF FACT SUPPORTING THE MORATORIUM ADOPTED BY ORDINANCE NOS. 08-11, 12-12, 01-13, 07-13, 05-14, 10-14; 02-15, and 06-15, AND PROVIDING FOR SEVERABILITY.

WHEREAS, on August 9, 2011, the Covington City Council passed Ordinance No. 08-11, which declared an emergency necessitating the immediate imposition of a moratorium on the establishment, location, operation, licensing, maintenance, or continuation of medical marijuana dispensaries, production facilities, processing facilities, and collective gardens, as more particularly described in Ordinance No. 08-11; and

WHEREAS, on July 24, 2012, the Covington City Council passed Ordinance No. 12-12, which provided for a six-month extension of the moratorium on the establishment, location, operation, licensing, maintenance, or continuation of medical marijuana dispensaries, production facilities, processing facilities, collective gardens, or any business or organization offering any type of service relating to collective gardens or to producing, processing, or dispensing medical marijuana; and

WHEREAS, on January 8, 2013, August 27, 2013, February 25, 2014, August 12, 2014, February 10, 2015, and August 11, 2015, the Covington City Council passed Ordinance Nos. 01-13, 07-13, 05-14, 10-14, 02-15, and 06-15 respectively, which provided for additional six-month extensions of said moratorium; and

WHEREAS, Chapter 69.51A of the Revised Code of Washington (RCW), creates an affirmative defense for qualifying patients to the charge of possession of marijuana, and provides that such patients can, as an alternative to growing marijuana for their own use, designate a designated provider who can provide medical marijuana to only one patient at a time; and

WHEREAS, the Washington State Department of Health has opined that “the law [current Chapter 69.51A RCW] does not allow dispensaries” and that it is “not legal to buy or sell marijuana,” but the Department of Health has left enforcement of the law to local officials; and

WHEREAS, the U.S. Attorneys for Washington State have reiterated that marijuana possession, production, and distribution is a federal criminal offense and that local officials and employees would not be immune to prosecution under the federal Controlled Substances Act, 21

U.S.C. §801 et seq., even if state law decriminalized the use, possession, and production of marijuana for medical purposes; and

WHEREAS, the state legislature passed SB 5052, the Cannabis Patient Protection Act (the “Act”) and the governor signed it into law in April 2015; and

WHEREAS, the Act establishes the state Liquor Control Board, now Liquor and Cannabis Board, as the oversight body for medical marijuana, provides guidance and rules for the regulation and licensing of medical marijuana, and eliminates collective gardens to be replaced with medical marijuana collectives and personal grows, effective July 1, 2016; and

WHEREAS, the significant portions of the Act that affect the city’s zoning and licensing regulations does not go into effect until July 1, 2016; and

WHEREAS, the City of Covington currently has no licensing, zoning, or land use requirements that address collective gardens for medical marijuana production or that address medical marijuana production, processing, or dispensing facilities, should such dispensaries be determined to be authorized; and

WHEREAS, unregulated medical marijuana uses are anticipated to have negative secondary impacts including a possible increase of criminal activity in the area of collective gardens, a possible increase in illegal drug activity in the area of the collective gardens, possible illegal distribution of medical marijuana, and may present health and safety concerns related to the handling of chemicals used in the growing and processing of marijuana, the ventilation of collective gardens and related air quality issues, and the electrical wiring of collective garden facilities; and

WHEREAS, the Covington City Council established a moratorium to prevent the location and vesting of any medical marijuana collective gardens or medical marijuana production, processing, or dispensing facilities within the city while the city lacks the necessary tools to ensure regulation of the negative secondary impacts and health and safety concerns and to maintain the status quo while legal, political, and policy and city code impacts are studied and considered; and

WHEREAS, city staff requires time to analyze all provisions of the Act to recommend and develop a system of permanent regulations for all marijuana establishments and uses within the city; and

WHEREAS, the city must extend the moratorium on the establishment, location, licensing, maintenance, or continuation of medical marijuana dispensaries, production facilities, processing facilities, collective gardens, and related businesses until July 1, 2016, to act as a stop-gap measure to provide an opportunity for staff to harmonize and incorporate the provisions of the Act with the city’s current interim regulations for recreational marijuana and to avoid the unregulated establishment of collective gardens within the city with rights contrary to and inconsistent with any revision the city may make to its regulatory scheme as a result of the city’s continued consideration of this matter; and

WHEREAS, on February 9, 2016, the city council held a properly noticed public hearing on the moratorium as required by RCW 35A.63.220, and on that date accepted testimony from all members of the public desiring to be heard on the subject; and

WHEREAS, based upon the public testimony received on February 9, 2016, and based upon additional materials presented by city staff, a moratorium of limited duration is in the public interest; and

WHEREAS, on February 9, 2016, the city council considered the foregoing facts, materials, and testimony, and deliberated on the issue of whether to continue the moratorium; and

WHEREAS, RCW 35A.63.220 authorizes the city council to adopt land use moratoria; and

WHEREAS, on February 9, 2016, the city's SEPA Responsible Official determined that the moratorium is exempt from SEPA under RCW 43.21.030(2) (c);

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

Section 1. Adoption of Defined Terms. For the purpose of this ordinance, the definitions of "Medical marijuana dispensary", "Medical marijuana processing facility", "Medical marijuana production facility", and "Medical marijuana collective garden" in Ordinance No. 08-11 are hereby adopted by reference as if fully set forth herein.

Section 2. Findings of Fact. In accordance with RCW 35A.63.220, which requires the city council to adopt findings of fact justifying the adoption of moratoria, the "WHEREAS" clauses set forth above are hereby adopted as the city council's findings of fact in support of the moratorium imposed by this ordinance and are by this reference incorporated herein as if set forth in their entirety.

Section 3. Moratorium Extension. This six-month moratorium established by Ordinance No. 06-15 shall not lapse and shall be extended to be effective until July 1, 2016, unless earlier terminated.

Section 4. Severability. Should any section, paragraph, sentence, clause, or phrase of this ordinance, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, or should any portion of this ordinance be pre-empted by state or federal law or regulation, such decision or preemption shall not affect the validity of the remaining portions of this ordinance or its application to other persons or circumstances.

Section 5. Corrections. Upon the approval of the city attorney, the city clerk is authorized to make any necessary corrections to this ordinance including, but not limited to, the correction of scrivener's/clerical errors, references, ordinance numbering, section/subsection numbers, and any reference thereto.

Section 6. Effective Date. This ordinance shall be published in the official newspaper of the city and shall take full force and effect on the date listed below.

PASSED BY THE CITY COUNCIL OF THE CITY OF COVINGTON, WASHINGTON, at a regular meeting thereof on the 9th day of February, 2016, and signed in authentication of its passage.

CITY OF COVINGTON

Mayor Jeff Wagner

PUBLISHED: February 12, 2016

EFFECTIVE: February 19, 2016

ATTESTED:

Sharon Scott, City Clerk

APPROVED AS TO FORM ONLY:

Sara Springer, City Attorney

Agenda Item 2
Covington City Council Meeting
Date: February 9, 2016

SUBJECT: APPOINTMENTS TO OPENINGS ON THE PARKS & RECREATION COMMISSION

RECOMMENDED BY: Ethan Newton, Parks & Recreation Director

ATTACHMENTS: See Interview Schedule and Applications provided separately

PREPARED BY: Joan Michaud, Senior Deputy City Clerk

EXPLANATION:

The City received four applications for consideration of three openings on the Parks & Recreation Commission. All applicants are adults eligible to serve the three-year term. All applicants reside inside the Covington city limits. The Council Sub Committee interviewed all four applicants on January 26, 2016. The interview recording was provided to the full Council.

Name of Applicant

Justin Reed
Laura Morrissey (reapplying to Position No. 5)
Troy McIntyre (reapplying to Position No. 7)
Melissa Edlund-Oakley

Resides

inside city limits
inside city limits
inside city limits
inside city limits

The Parks and Recreation Commission shall consist of seven members appointed by the City Council, two of which may be youth members who must be between the ages of 14 and 18 years at the start of their term. Up to two of the members may reside outside the city, but those outside must reside within a three-mile radius of the city limits. The remaining five members must reside or work within the city limits.

Each position shall have a term of office for three years; provided, however, any member designated as a youth member shall serve only for one year. If a youth member is appointed, the Council shall fill the position for the remaining years, if any, at the end of the youth term. Terms shall commence on February 1st and expire on January 31st of the respective years. When a vacancy occurs, the replacement shall be for the remainder of the unexpired term.

ALTERNATIVES:

Not appoint at this time and direct staff to continue to advertise for additional applicants to be considered for the open positions.

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

Councilmember _____ moves, Councilmember _____ seconds, to appoint _____ to fill Position No. 5 on the Parks & Recreation Commission with a term expiring January 31, 2019.

**Councilmember _____ moves, Councilmember _____
seconds, to appoint _____ to fill Position No. 6 on the Parks &
Recreation Commission with a term expiring January 31, 2019.**

**Councilmember _____ moves, Councilmember _____
seconds, to appoint _____ to fill Position No. 7 on the Parks &
Recreation Commission with a term expiring January 31, 2019.**

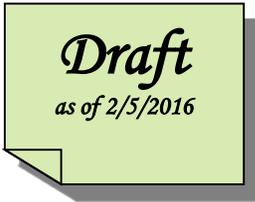
REVIEWED BY: City Manager, Parks & Recreation Director, City Clerk

DISCUSS COMMISSIONER CONDUCT

**DISCUSSION OF
FUTURE AGENDA TOPICS:**

7:00 p.m. Tuesday, February 23, 2016 Regular Meeting

(Draft Agenda Attached)



**CITY OF COVINGTON
CITY COUNCIL REGULAR MEETING AGENDA**

www.covingtonwa.gov

**Tuesday, February 23, 2016
7:00 p.m.**

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

CALL CITY COUNCIL REGULAR MEETING TO ORDER

ROLL CALL/PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

PUBLIC COMMUNICATION

- The Work of the Washington State Housing Finance Commission (Rich Zwicker, Sr. Policy Analyst)

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: January 12, 2016 Regular Meeting, January 26, 2016 Regular Meeting; January 30, 2016 Annual Strategic Workshop; February 9, 2016 Special Meeting – Study Session; and February 9, 2016 Regular Meeting (Scott)
- C-2. Vouchers (Hendrickson)
- C-3. Approve Contract with SBS Legal Services for City Attorney Services (Scott)
- C-4. Approve Tetra Tech Amendment (Vondran)
- C-5. Approve Interlocal Agreement with City of Kent for CIP 1127 (Vondran)
- C-6. Approve Franchise Agreement with Zayo for Telecommunications (Vondran)

REPORTS OF COMMISSIONS

- Human Services Chair Fran McGregor: February 11 meeting.
- Parks & Recreation Chair Laura Morrissey: February 17 meeting.
- Planning Chair Bill Judd: February 18 meeting; February 4 meeting canceled.
- Arts Chair Lesli Cohan: January 30 special meeting and February 11 regular meeting.
- PRePAC Chair Jennifer Harjehausen: January 27 meeting.
- Economic Development Council Co-Chair Jeff Wagner: January 28 open house.

NEW BUSINESS

- 1. Consider Ordinance to Repeal and Replace Portions of Title 14 in the Covington Municipal Code (Mueller)

COUNCIL/STAFF COMMENTS - Future Agenda Topics

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

EXECUTIVE SESSION – if needed

ADJOURN

Americans with Disabilities Act – reasonable accommodations provided upon request a minimum of 24 hours in advance (253-480-2400).