Council will interview commission applicants beginning at 5:20 p.m.

CALL CITY COUNCIL REGULAR MEETING TO ORDER – approximately 7:00 p.m.

ROLL CALL/PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

PUBLIC COMMUNICATION
  • End of Session Report by Lobbyists Briahna Taylor and Chelsea Hager

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: March 27, 2018 Regular Meeting (Scott)
C-2. Vouchers (Hendrickson)
C-3. Authorize City Manager to Sign Chick-Fil-A Statutory Warranty Deed to Dedicate a Portion of 270th Street (Hart)
C-4. Authorize City Manager to Execute Agreement with Westgro Corporation for Landscape Maintenance (Junkin)
C-5. Authorize City Manager to Execute Agreement with Gray & Osborne for On-Call Engineering (Lindskov)
C-6. Authorize City Manager to Execute Agreement with Gray & Osborne for SE 256th Street Culvert Replacement and Street Widening Design (Lindskov)

NEW BUSINESS
1. Consider Appointment to Planning Commission (Council)
2. Consider Appointment to Human Services Commission (Council)
3. Consider Appointment to Covington Economic Development Council (Council)
4. Covington Community Park Storage Container Art Selection (Patterson)

FUTURE AGENDA ITEMS

COUNCIL/STAFF COMMENTS
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).
SUBJECT: APPROVAL OF MINUTES: MARCH 27, 2018 CITY COUNCIL REGULAR MEETING MINUTES

RECOMMENDED BY: Sharon G. Scott, City Clerk

ATTACHMENT(S): Proposed Minutes

PREPARED BY: Joan Michaud, Senior Deputy City Clerk

EXPLANATION:

ALTERNATIVES:

FISCAL IMPACT:

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

Councilmember _______ moves, Councilmember ________ seconds, to approve the March 27, 2018 City Council Regular Meeting Minutes.
City of Covington  
Regular City Council Meeting Minutes  
Tuesday, March 27, 2018  

The Regular Meeting of the City Council of the City of Covington was called to order in the City Council Chambers, 16720 SE 271st Street, Suite 100, Covington, Washington, Tuesday, March 27, 2018, at 7:01 p.m., with Mayor Wagner presiding.

COUNCILMEMBERS PRESENT:  
Jeff Wagner, Joe Cimaomo, Fran Hollums, Marlla Mhoon (arrived @ 7:02), Paul Selland, and Sean Smith.

COUNCILMEMBERS ABSENT: 
Margaret Harto.

Council Action: Councilmember Cimaomo moved and Mayor Pro Tem Smith seconded to excuse Councilmember Harto. Vote: 6-0. Motion carried.

STAFF PRESENT:  
Regan Bolli, City Manager; Andrew McCurdy, Covington Police Chief; Ethan Newton, Parks & Recreation Director; Richard Hart, Community Development Director; Rob Hendrickson, Finance Director; Kathy Hardy, City Attorney; Karla Slate, Communications & Marketing Manager; and Joan Michaud, Sr. Deputy City Clerk.

Mayor Wagner opened the meeting with the Pledge of Allegiance.

APPROVAL OF AGENDA:  
Council Action: Councilmember Hollums moved and Councilmember Mhoon seconded to approve the Agenda. Vote: 6-0. Motion carried.

PUBLIC COMMUNICATION:  
- Karen Cope, King County Sexual Assault Resource Center, accepted the Sexual Assault Awareness Month Proclamation.

- Council presented proclamations to Japanese exchange students and teachers from Abuno High School and Kitano High School in Osaka, Japan, in recognition of Tuesday, March 27, 2018 as International Student Exchange Day in Covington.

Council recessed from 7:11 to 7:28 p.m. for a brief reception to welcome the exchange students and teachers.

PUBLIC COMMENT:  
Mayor Wagner called for public comments.

There being no comments, Mayor Wagner closed the public comment period.
APPROVE CONSENT AGENDA:
C-1. Minutes: February 27, 2018 City Council Special Meeting – Joint Study Session with Covington Economic Development Council Minutes; February 27, 2018 City Council Regular Meeting Minutes; and March 13, 2018 City Council Regular Meeting Minutes.

C-2. Vouchers: Vouchers #37177 - #37246, including ACH payments in the amount of $202,961.44, dated March 16, 2018; and Paylocity Payroll Vouchers #1008279442 - #1008279461 inclusive, plus employee direct deposits and wire transfers, in the amount of $204,793.73, dated March 9, 2018.

RESOLUTION NO. 2018-04

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COVINGTON, KING COUNTY, WASHINGTON, ADOPTING THE JENKINS CREEK PARK MASTER PLAN.

C-3. Adopt Jenkins Creek Park Master Plan.

C-4. Consider Awarding the Construction Contract for the Timberlane Stormwater LID Retrofit Project (CIP 1027A) to CR Construction, LLC.

C-5. Authorize the City Manager to Execute Easement Agreements in Association with the Timberlane Stormwater LID Retrofit Project.

Council Action: Councilmember Mhoon moved and Councilmember Hollums seconded to approve the Consent Agenda. Vote: 6-0. Motion carried.

REPORTS OF COMMISSIONS:
Youth Council – No report.
Human Services Commission – No report.
Arts Commission – Member Marita Ledesma gave the report.
Parks & Recreation Commission – Chair Laura Morrissey gave the report.
Planning Commission – Vice Chair David Caudle gave the report.
Economic Development Council – City Manager Regan Bolli gave the report.

PUBLIC HEARING:
1. Receive Public Testimony and Consider Adopting Resolution Supporting Puget Sound Regional Fire Authority Proposition 1 on the April 24, 2018 Special Election Ballot.

Puget Sound Regional Fire Authority Chief Morris provided a brief report on this item.

Mayor Wagner called for public comments for the public hearing.

Leroy Stevenson, Covington resident, spoke against the PSRFA Proposition 1.

There being no further comments, Mayor Wagner closed the public comment period for the public hearing.
Mayor Pro Tem Smith stated he was abstaining from the vote on this item due to his membership on the advisory board of the Puget Sound Regional Fire Authority.

RESOLUTION 2018-05

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COVINGTON, WASHINGTON, STATING THE CITY COUNCIL’S SUPPORT OF PUGET SOUND REGIONAL FIRE AUTHORITY PROPOSITION 1 ON THE APRIL 24, 2018, SPECIAL ELECTION BALLOT

Council Action: Councilmember Mhoon moved and Councilmember Hollums seconded to adopt Resolution No. 2018-05 stating the City Council’s support of the Puget Sound Regional Fire Authority’s Proposition 1 on the April 24, 2018, special election ballot, in substantial form as that provided in the agenda packet. Vote: 4-1 (voting yes: Wagner, Cimaomo, Hollums, and Mhoon; voting no: Selland; abstention: Smith). Motion carried.

NEW BUSINESS:
2. Discuss Selection of New Street Pole Banner Designs.

Communications & Marketing Manager Karla Slate gave the staff report on this item.

Councilmembers discussed and provided feedback to Ms. Slate on the various choices of banners.

FUTURE AGENDA ITEMS:
Councilmembers reviewed future agenda items.

COUNCIL/STAFF COMMENTS:
Councilmembers and staff made comments.

PUBLIC COMMENT:
Mayor Wagner called for public comments.

Rick Taylor, Covington resident, spoke regarding his concerns on the vote taken for the support of Puget Sound Regional Fire Authority’s Proposition 1.

There being no further comments, Mayor Wagner closed the public comment period.

ADJOURNMENT:
There being no further business, the meeting was adjourned at 8:22 p.m.

Prepared by: Submitted by:
__________________________________  __________________________
Joan Michaud      Sharon Scott
Senior Deputy City Clerk    City Clerk
SUBJECT: APPROVAL OF VOUCHERS

RECOMMENDED BY: Rob Hendrickson, Finance Director

ATTACHMENT(S): Vouchers: Vouchers #37247 - #37319, including ACH payments in the amount of $728,907.66, dated March 30, 2018; and Paylocity Payroll Vouchers #1008339515 - #1008339531 inclusive, plus employee direct deposits and wire transfers, in the amount of $212,671.18, dated March 23, 2018.

PREPARED BY: Casey Parker, Senior Accountant

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

Councilmember moves, Councilmember seconds, to approve for payment Vouchers: Vouchers #37247 - #37319, including ACH payments in the amount of $728,907.66, dated March 30, 2018; and Paylocity Payroll Vouchers #1008339515 - #1008339531 inclusive, plus employee direct deposits and wire transfers, in the amount of $212,671.18, dated March 23, 2018.
SUBJECT: AUTHORIZE THE CITY MANAGER TO SIGN A STATUTORY WARRANTY DEED FOR THE DEDICATION OF REAL PROPERTY, IN THE FORM OF PUBLIC RIGHT-OF-WAY IN ASSOCIATION WITH THE DEVELOPMENT OF THE CHICK-FIL-A COMMERCIAL SITE DEVELOPMENT PERMIT (LU15-0010/0016)

RECOMMENDED BY: Richard Hart, Community Development Director

ATTACHMENT(S):
1. Statutory Warranty Deed for dedication of right-of-way

PREPARED BY: Salina Lyons, Principal Planner
Nelson Ogren, Development Review Engineer

EXPLANATION:
Pursuant to the Director’s Conditions of Approval (“Conditions”) for the Chick-Fil-A Commercial Site Development Permit City, File Number LU15-0010/0016, the property owner is required to dedicate right-of-way as follows, and identified in Attachment 1, Exhibit B:

Condition No. 27: The Developer shall be required to dedicate additional right-of-way, as shown on the site plan, along the northern property line, for future extension and widening of SE 270th St., and as determined by the City. No street improvements shall be required as part of the dedication.

Street improvements were not required for this section of ROW because the city is unsure of the final ROW alignment. Dedication of ROW by the developer is based on a Type 2 street type as required in the City’s downtown plan. Upon availability of capital funds, the City will design and construct the final improvements to complete this section of SE 270th Street. Upon completion of the attached Statutory Warranty Deed, the dedication areas will be transferred to the city as public right-of-way (Attachment 1).

ALTERNATIVES: None. This is a legally recorded document.

FISCAL IMPACT: No direct impact.

CITY COUNCIL ACTION: _____Ordinance _____Resolution ___X___Motion _____Other

Council member ______________ moves, Council member ______________ seconds, to authorize the City Manager to sign a Statutory Warranty Deed, in substantial form as that attached hereto, for the dedication of right-of-way to the city associated with the development of the Chick-Fil A Commercial Site Development permit (LU15-0010/0016).

REVIEWED BY: Community Development Director, Finance Director, City Attorney, City Manager
ATTACHMENT 1

WHEN RECORDED RETURN TO:
City of Covington
16720 SE 271st St. Ste 100
Covington, WA  98042
Attn: Permit Services

Grantor: Carl M. Searcy

Grantee: City of Covington

Abbreviated Legal Description: (see attached)

Assessor’s Tax Parcel ID No. 252205-9055-05

STATUTORY WARRANTY DEED

THE Grantor, Carl M. Searcy, for and in consideration of mutual benefit and other good and valuable consideration, receipt of which is hereby acknowledged, conveys and warrants to the CITY OF COVINGTON, a Washington municipal corporation, and its successors and assigns, all of its right, title, and interest, and any after-acquired interest therein, in and to the following described real property situated in King County, Washington:

Full legal description of Property attached hereto as Exhibit A (as depicted on Exhibit B) and incorporated herein by this reference.

The Grantor hereby covenants that he/she/it is the owner in fee simple and the property is free of all liens and encumbrances, except any right, title, easement, or encumbrance of record, he/she/it has good and legal right to convey the real property above-described and he/she/it will pay all taxes and assessments due and owing on the property.
DATED THIS 20th day of June, 2017

GRANTOR

By: Carl M. Searcy
Carl M. Searcy

Accepted on behalf of the City of Covington this ___ day of ____________, 20___

CITY OF COVINGTON

By: ____________________________
(Signature)

______________________________
(Typed/printed Name)

______________________________
(Title)
STATE OF WASHINGTON )
) ss.
COUNTY OF KING )

On this day personally appeared before me CARL M. SEARCY, to me known to be the
individual described in and who executed the foregoing document and acknowledge to me that
he executed the same as his free and voluntary act and deed for the uses and purposes therein
mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and
year first above written.

[Signature]
Brian L. Parker
NOTARY PUBLIC, in and for the State of
Washington, residing at Covington, WA
My appointment expires 9-19-18
Exhibit A

ROW Deed Description

That portion of Parcel A, Boundary Line Adjustment No. LU07-0055 recorded under King County Recording Number Rec. No. 2008062980000008 and corrected by Affidavit of Minor Correction under Rec. No. 20100223000598, more particularly described as follows:

BEGINNING at the Northwest corner of said Parcel A;
THENCE South 87°40'00" East, 115.02 feet along the North line of said Parcel A;
THENCE South 68°59'44" West, 12.23 feet to a point of tangency;
THENCE Westerly along the arc of a curve to the right, having a radius of 272.00 feet, through a central angle of 22°34'55", and an arc length of 107.20 feet to the West line of said Parcel A;
THENCE North 01°13'38" East, 27.08 feet along said West line to the POINT OF BEGINNING.

Containing 2,071 square feet, more or less.
Exhibit B

ROW Depiction
SUBJECT: AUTHORIZE THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH WESTGRO CORPORATION FOR LANDSCAPE MAINTENANCE.

RECOMMENDED BY: Don Vondran, PE, Public Works Director

ATTACHMENT(S):
1. Public Works Agreement with Westgro Corporation

PREPARED BY: Shellie Bates, Programs Supervisor/Public Works
Ross Junkin, Operations & Maintenance Manager

EXPLANATION:
Staff requests the City Council to award the 2018 Landscape Maintenance Agreement to the lowest, most qualified bidder, Westgro Corporation, to maintain the landscaping in Covington as outlined in the attached agreement.

The Public Works Department sent out an invitation to bid to all landscape maintenance contractors listed on the Municipal Research and Services Center (MRSC) Roster. The email was sent out to 124 contractors. Fourteen (14) contractors requested the bid specifications packet and we received bids from six (6) companies as shown below.

<table>
<thead>
<tr>
<th>Company Name</th>
<th>Total Annual Amount</th>
<th>Bid Additive Year 1</th>
<th>Bid Additive Year 2</th>
</tr>
</thead>
<tbody>
<tr>
<td>BrightView Landscaping</td>
<td>$ 84,956.52</td>
<td>$ 35,295.00</td>
<td>$ 32,471.40</td>
</tr>
<tr>
<td>Canber Corps</td>
<td>$ 97,375.10</td>
<td>$ 38,010.00</td>
<td>$ 40,725.00</td>
</tr>
<tr>
<td>Judha of Lion Landscaping and Services LLC</td>
<td>$ 98,391.60</td>
<td>$ 28,779.00</td>
<td>$ 27,150.00</td>
</tr>
<tr>
<td>Transblue</td>
<td>$124,313.17</td>
<td>$ 27,150.00</td>
<td>$ 27,150.00</td>
</tr>
<tr>
<td>Westgro Corporation</td>
<td>$ 70,242.48</td>
<td>$ 36,512.41</td>
<td>$ 36,512.41</td>
</tr>
<tr>
<td>Whirlwind Clean &amp; Green</td>
<td>$102,842.52</td>
<td>$ 35,295.00</td>
<td>$ 36,353.85</td>
</tr>
</tbody>
</table>

FISCAL IMPACT:
During the 2018 budget process, Council requested that additional funding be allocated to our landscape maintenance to improve the look of the landscaping particularly around the downtown areas. There was an additional $30,000 added to our ongoing maintenance budget to cover the higher level of service. This proposed contract is only addressing a portion of the decision card as a separate contract is being developed to enhance the landscaping of our medians along Kent-Kangley which has $25,000 allocated for a one-time basis and will be brought back to Council for approval.

The landscape maintenance bids, in the table above, included an annual maintenance amount along with a bid additive for both year 1 and year 2. These bid additives would blow in mulch in the medians and landscaping strips per the locations identified in Exhibit B of Attachment 1.
The additives estimated a cubic yard quantity of approximately 500 cubic yards for both year 1 and year 2 in order to get to all the locations within two years.

The 2018 budget has a total of $98,500 for this landscape maintenance contract including the additional $30,000 mentioned above. The year 1 costs with the bid additive from Westgro Corporation is $106,754.89 (same costs for year 2). We recommend that the contract be approved for an amount not to exceed the $106,754.89. Since the mulch quantity for the bid additive is an estimate and could result in a reduced quantity, the difference will either be absorbed in the street maintenance fund or the quantity reduced accordingly. Since the mulch will not likely be placed until the Fall of 2018, this will allow us to monitor the Street Fund and make a decision at that time. The year 2 additive (same amount as year 1) will be considered as part of the 2019 Budget process.

This agreement calls for renewal each year, for a term of up to three years, provided the contractor meets performance standards and both parties agree to the renewal.

CITY COUNCIL ACTION:  _____ Ordinance  _____ Resolutions  __X__ Motion  _____ Other

Councilmember ____________ moves, Councilmember _________________ seconds, to authorize the City Manager to execute an Agreement with Westgro Corporation for landscape maintenance, in substantial form as that presented.

REVIEWED BY:  City Manager, City Attorney, Finance Director
PUBLIC WORKS AGREEMENT
between the City of Covington and
Westgro Corporation

THIS AGREEMENT is made between the City of Covington ("City"), a Washington municipal corporation, and Westgro Corporation ("Contractor"), a corporation.

I. DESCRIPTION OF WORK. Contractor shall perform the following services for the City: Landscape Maintenance, referred to in this Agreement as “Work” or “Contract Work,” and as further described in the attached Exhibit A.

A. Contractor further represents that the services furnished under this Agreement will be performed in accordance with generally accepted professional practices within the Puget Sound region in effect at the time those services are performed.

B. As provided in Section VI, the Contractor and all subcontractors shall pay no less than the prevailing wage rate to employees performing work under this Agreement and shall submit a "Statement of Intent to Pay Prevailing Wages" and an "Affidavit of Wages Paid" in compliance with RCW Chapter 39.12.

II. TERM OF AGREEMENT. The parties agree that work will begin on the tasks described in Section I above upon the effective date of this Agreement, and Contractor shall complete the work described in Section I by April 30, 2019. This contract may be extended up to two (2) times for an additional one (1) calendar year per extension upon the mutual written consent of the parties.

III. COMPENSATION. The City shall pay Contractor a total amount not to exceed $106,754.89, including any applicable Washington State Sales Tax, for the Work described in this Agreement. The City will pay for the portion of the Work described in an invoice that has been completed by the Contractor and approved by the City. The City’s payment shall not constitute a waiver of the City’s right to final inspection and acceptance of the project.

If sufficient funds are not appropriated or allocated for payment under this agreement for any future fiscal period, the City shall notify the Contractor and the City shall not be obligated to make payments for services or amounts incurred after the end of the City’s current fiscal period.

A. Payment and Performance Bond. Pursuant to RCW Chapter 39.08, the Contractor shall provide the City a payment and performance bond for the full contract amount.

B. Retainage. The City shall hold back a retainage in the amount of five percent (5%) of any and all payments made to Contractor for a period of sixty (60) days after the date of final acceptance, or until receipt of all necessary releases from the State Department of Revenue, the State Department of Labor & Industries, and the State Employment Security Department, and until settlement of any liens filed under RCW Chapter 60.28, whichever is later. The amount retained shall be placed in a fund by the City pursuant to RCW 60.28.011(4)(a), unless otherwise instructed by the Contractor within fourteen (14) calendar days of Contractor’s signature on the Agreement. The Contractor may elect to provide a retainage bond in lieu of the City withholding retainage pursuant to RCW 60.28.011.
C. Defective or Unauthorized Work. The City reserves its right to withhold payment from Contractor for any defective or unauthorized work. Defective or unauthorized work includes, without limitation, work or materials that do not conform to the requirements of this Agreement or extra work or materials furnished without the City’s written approval. If Contractor is unable, for any reason, to satisfactorily complete any portion of the Work, the City may complete the Work by contract or otherwise, and Contractor shall be liable to the City for any additional costs incurred by the City. “Additional Costs” shall mean all reasonable costs, including legal costs and attorney fees, incurred by the City beyond the maximum Compensation specified in Section III. The City further reserves its right to deduct the cost to complete the Contract Work, including any Additional Costs, from any and all amounts due to the Contractor.

D. Final Payment: Waiver of Claims. THE CONTRACTOR’S ACCEPTANCE OF FINAL PAYMENT (EXCLUDING WITHHELD RETAINAGE) SHALL CONSTITUTE A WAIVER OF CONTRACTOR’S CLAIMS, EXCEPT THOSE PREVIOUSLY AND PROPERLY MADE AND IDENTIFIED BY CONTRACTOR AS UNSETTLED AT THE TIME FINAL PAYMENT IS MADE AND ACCEPTED.

IV. INDEPENDENT CONTRACTOR. The parties intend that an Independent Contractor-Employer Relationship will be created by this Agreement. By their execution of this Agreement, and in accordance with RCW Chapter 51.08, the parties make the following representations:

A. The Contractor controls and directs the performance and details of its work, the City being interested only in the results obtained under this Agreement.

B. The Contractor maintains and pays for its own place of business from which Contractor’s services under this Agreement will be performed.

C. The Contractor has an established and independent business that is eligible for a business deduction for federal income tax purposes that existed before the City retained Contractor’s services, or the Contractor is engaged in an independently established trade, occupation, profession, or business of the same nature as that involved under this Agreement.

D. The Contractor is responsible for filing as they become due all necessary tax documents with appropriate federal and state agencies, including the Internal Revenue Service and the state Department of Revenue.

E. The Contractor has registered its business and established an account with the state Department of Revenue and other state agencies as may be required by Contractor’s business, and has obtained a Unified Business Identifier (UBI) number from the State of Washington.

F. The Contractor has a valid contractor registration pursuant to Ch. 18.27 RCW or an electrical contractor license pursuant to Ch. 19.28 RCW.

G. The Contractor maintains a set of books dedicated to the expenses and earnings of its business.

V. TERMINATION. Either party may terminate this Agreement, with or without cause, upon providing the other party forty-five (45) days’ written notice at its address set forth on the signature block of this Agreement.
VI. PREVAILING WAGES. Contractor shall file a “Statement of Intent to Pay Prevailing Wages,” with the State of Washington Department of Labor & Industries prior to commencing the Contract Work. Contractor shall pay prevailing wages in effect on the date the bid is accepted or executed by Contractor.

The Contractor, and its subcontractors, if any, shall fully comply with all applicable provisions of Chapter 39.12 RCW concerning payment of prevailing wages, including the filing and payment of fees for all required statements and affidavits. The State of Washington prevailing wage rates in effect at the time of proposal (March 27, 2018) for this public works project, which is located in King County, may be found at the following website address of the Department of Labor and Industries: https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx. A copy of the applicable prevailing wage rates is also available for viewing at Covington City Hall at 16720 SE 271st Street, Suite 100, Covington, WA 98042. Upon request, a hard copy of the applicable prevailing wages for this project will be mailed to the Contractor.

VII. CHANGES. The City may issue a written change order for any change in the Contract Work during the performance of this Agreement. If the Contractor determines, for any reason, that a change order is necessary, Contractor must submit a written change order request to the person listed in the notice provision section of this Agreement, Section XV(C), within fourteen (14) calendar days of the date Contractor knew or should have known of the facts and events giving rise to the requested change. If the City determines in its sole discretion that the change increases or decreases the Contractor's costs or time for performance, the City will make an equitable adjustment. The City will attempt, in good faith, to reach agreement with the Contractor on all equitable adjustments. However, if the parties are unable to agree, the City will determine the equitable adjustment as it deems appropriate. The Contractor shall proceed with the change order work upon receiving either a written change order from the City or an oral order from the City before actually receiving the written change order. If the Contractor fails to require a change order within the time specified in this paragraph, the Contractor waives its right to make any claim or submit subsequent change order requests for that portion of the Contract Work. If the Contractor disagrees with the equitable adjustment, the Contractor must complete the change order work; however, the Contractor may elect to protest the adjustment as provided in subsections A through E of Section VIII, Claims, below.

The Contractor accepts all requirements of a change order by: (1) endorsing it, (2) writing a separate acceptance, or (3) not protesting in the way this section provides. A change order that is accepted by Contractor as provided in this section shall constitute full payment and final settlement of all claims for contract time and for direct, indirect, and consequential costs, including costs of delays related to any work either covered or affected by the change.

VIII. CLAIMS. If the Contractor disagrees with anything required by a change order, another written order, or an oral order from the City, including any direction, instruction, interpretation, or determination by the City, the Contractor may file a claim as provided in this section. The Contractor shall give written notice to the City of all claims within fourteen (14) calendar days of the occurrence of the events giving rise to the claims, or within fourteen (14) calendar days of the date the Contractor knew or should have known of the facts or events giving rise to the claim, whichever occurs first. Any claim for damages, additional payment for any reason, or extension of time, whether under this Agreement or otherwise, shall be conclusively deemed to have been waived by the Contractor unless a timely written claim is made in strict accordance with the applicable provisions of this Agreement.
At a minimum, a Contractor's written claim shall include the information set forth in subsection A, items 1 through 5 below.

**FAILURE TO PROVIDE A COMPLETE, WRITTEN NOTIFICATION OF CLAIM WITHIN THE TIME ALLOWED SHALL BE AN ABSOLUTE WAIVER OF ANY CLAIMS ARISING IN ANY WAY FROM THE FACTS OR EVENTS SURROUNDING THAT CLAIM OR CAUSED BY THAT DELAY.**

**A. Notice of Claim.** Provide a signed written notice of claim that provides the following information:

1. The date of the Contractor's claim;
2. The nature and circumstances that caused the claim;
3. The provisions in this Agreement that support the claim;
4. The estimated dollar cost, if any, of the claimed work and how that estimate was determined; and
5. An analysis of the progress schedule showing the schedule change or disruption if the Contractor is asserting a schedule change or disruption.

**B. Records.** The Contractor shall keep complete records of extra costs and time incurred as a result of the asserted events giving rise to the claim. The City shall have access to any of the Contractor's records needed for evaluating the protest.

The City will evaluate all claims, provided the procedures in this section are followed. If the City determines that a claim is valid, the City will adjust payment for work or time by an equitable adjustment in the City's sole discretion. No adjustment will be made for an invalid protest.

**C. Contractor's Duty to Complete Protested Work.** In spite of any claim, the Contractor shall proceed promptly to provide the goods, materials, and services required by the City under this Agreement.

**D. Failure to Protest Constitutes Waiver.** By not protesting as this section provides, the Contractor also waives any additional entitlement and accepts from the City any written or oral order (including directions, instructions, interpretations, and determination).

**E. Failure to Follow Procedures Constitutes Waiver.** By failing to follow the procedures of this section, the Contractor completely waives any claims for protested work and accepts from the City any written or oral order (including directions, instructions, interpretations, and determination).

**IX. LIMITATION OF ACTIONS.** CONTRACTOR MUST, IN ANY EVENT, FILE ANY LAWSUIT ARISING FROM OR CONNECTED WITH THIS AGREEMENT WITHIN 120 CALENDAR DAYS FROM THE DATE THE CONTRACT WORK IS COMPLETE OR CONTRACTOR’S ABILITY TO FILE THAT CLAIM OR SUIT SHALL BE FOREVER BARRED. THIS SECTION FURTHER LIMITS ANY APPLICABLE STATUTORY LIMITATIONS PERIOD.

**X. WARRANTY.** Contractor warrants that it will faithfully and satisfactorily perform all Work provided under this Agreement in accordance with the provisions of this Agreement. The Contractor shall promptly correct all defects in workmanship and materials: (1) when Contractor knows or should have known of the defect, or (2) upon Contractor’s receipt of notification from the City of the existence or discovery of the defect. In the event any parts are repaired or replaced, only
original replacement parts shall be used; rebuilt or used parts will not be acceptable. When defects are corrected, the warranty for that portion of the work shall extend for an additional year beyond the original warranty period applicable to the overall work. The Contractor shall begin to correct any defects within seven (7) calendar days of its receipt of notice from the City of the defect. If the Contractor does not accomplish the corrections within a reasonable time as determined by the City, the City may complete the corrections and the Contractor shall pay all costs incurred by the City in order to accomplish the correction.

XI. DISCRIMINATION. In completing the Contract Work and all services, programs, activities, hiring, and employment made possible by or resulting from this Agreement, Contractor and its employees, agents, and subcontractors shall not discriminate in violation of and at all times shall comply with 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, and 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 may result in ineligibility for further City agreements.

XII. INDEMNIFICATION. Contractor shall defend, indemnify and hold the City, its officers, officials, employees, agents and volunteers harmless from any and all claims, injuries, damages, losses or suits, including all legal costs and attorney fees, arising out of or in connection with the Contractor's performance of this Agreement, except for that portion of the injuries and damages caused by the City's negligence. The City's inspection or acceptance of any of Contractor's work when completed shall not be grounds to avoid any of these covenants of indemnification.

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 Contractor and the City, its officers, officials, employees, agents and volunteers, the Contractor's duty to defend, indemnify, and hold the City harmless, and Contractor's liability accruing from that obligation shall be only to the extent of the Contractor's negligence.

IT IS FURTHER SPECIFICALLY AND EXPRESSLY UNDERSTOOD THAT THE INDEMNIFICATION PROVIDED HEREIN CONSTITUTES THE CONTRACTOR'S WAIVER OF IMMUNITY UNDER INDUSTRIAL INSURANCE, TITLE 51 RCW, SOLELY FOR THE PURPOSES OF THIS INDEMNIFICATION. THE PARTIES FURTHER ACKNOWLEDGE THAT THEY HAVE MUTUALLY NEGOTIATED THIS WAIVER.

In the event Contractor refuses tender of defense in any suit or any claim, if that tender was made pursuant to this indemnification clause, and if that refusal is subsequently determined by a court having jurisdiction (or other agreed tribunal) to have been a wrongful refusal on the Contractor's part, then Contractor shall pay all the City's costs for defense, including all reasonable expert witness fees and attorneys' fees, plus the City's legal costs and fees incurred because there was a wrongful refusal on the Contractor's part.

The provisions of this section shall survive the expiration or termination of this Agreement.

XIII. INSURANCE. The Contractor shall procure and maintain for the duration of the Agreement, insurance of the types and in the amounts as follows:
A. **Workers' compensation and employer's liability insurance** in amounts sufficient pursuant to the laws of the State of Washington;

B. **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.

C. **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.

D. **Professional liability insurance** covering any negligent professional acts, errors or omissions for which the Contractor 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.

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

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

**XIV. WORK PERFORMED AT CONTRACTOR'S RISK.** Contractor shall take all necessary precautions and shall be responsible for the safety of its employees, agents, and subcontractors in the performance of the Contract Work and shall utilize all protection necessary for that purpose. All work shall be done at Contractor's own risk, and Contractor shall be responsible for any loss of or damage to materials, tools, or other articles used or held for use in connection with the Work.

**XV. MISCELLANEOUS PROVISIONS.**

A. **Non-Waiver of Breach.** The failure of the City to insist upon strict performance of any of the covenants and agreements contained in this Agreement or to exercise any option conferred by this Agreement in one or more instances shall not be construed to be a waiver or
relinquishment of those covenants, agreements or options, and the same shall be and remain in full force and effect.

B. Resolution of Disputes and Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. If the parties are unable to settle any dispute, difference or claim arising from the parties’ performance of this Agreement, the exclusive means of resolving that dispute, difference or claim, shall only be by filing suit exclusively under the venue, rules and jurisdiction of the King County Superior Court, King County, Washington, unless the parties agree in writing to an alternative dispute resolution process. In any claim or lawsuit for damages arising from the parties’ performance of this Agreement, each party shall pay all its legal costs and attorneys’ fees incurred in defending or bringing such claim or lawsuit, including all appeals, in addition to any other recovery or award provided by law; provided, however, nothing in this paragraph shall be construed to limit the City’s right to indemnification under Section XII of this Agreement.

C. Written Notice. All communications regarding this Agreement shall be sent to the parties at the addresses listed on the signature page of the Agreement, unless notified to the contrary in writing. Any written notice shall become effective three (3) business days after the date of mailing by registered or certified mail and shall be deemed sufficiently given if sent to the addressee at the address stated in this Agreement or such other address as may be later specified in writing pursuant to this Section.

D. Assignment. Any assignment of this Agreement by either party without the written consent of the non-assigning party shall be void. If the non-assigning party gives its written consent to any assignment, the terms of this Agreement shall continue in full force and effect and no further assignment shall be made without additional written consent.

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

F. Entire Agreement. The written provisions and terms of this Agreement, together with any attached Exhibits, shall supersede all prior verbal statements of any officer or other representative of the City, and such statements shall not be effective or be construed as entering into or forming a part of or altering in any manner this Agreement. Should any language in any of the Exhibits to this Agreement conflict with any language contained in this Agreement, the terms of this Agreement shall prevail.

G. Compliance with Laws. The Contractor agrees to comply with all federal, state, and municipal laws, rules, and regulations that are now effective or in the future become applicable to Contractor's business, equipment, and personnel engaged in operations covered by this Agreement or accruing out of the performance of those operations.

H. Public Records Act. The Contractor acknowledges that the City is a public agency subject to the Public Records Act codified in RCW Chapter 42.56, and documents, notes, emails, and other records prepared or gathered by the Contractor in its performance of this Agreement may be subject to public review and disclosure, even if those records are not produced to or possessed by the City of Covington. As such, the Contractor agrees to cooperate fully with the City in satisfying the City’s duties and obligations under the Public Records Act.
I. City Business License Required. Prior to commencing the tasks described in Section I, Contractor agrees to provide proof of a current City of Covington business license pursuant to Chapter 5.10 of the Covington Municipal Code.

J. Counterparts and Signatures by Fax or Email. This Agreement may be executed in any number of counterparts, each of which shall constitute an original, and all of which will together constitute this one Agreement. Further, upon executing this Agreement, either party may deliver the signature page to the other by fax or email and that signature shall have the same force and effect as if the Agreement bearing the original signature was received in person.

IN WITNESS, the parties below execute this Agreement, which shall become effective on the last date entered below. All acts consistent with the authority of this Agreement and prior to its effective date are ratified and affirmed, and the terms of the Agreement shall be deemed to have applied.

<table>
<thead>
<tr>
<th>CONTRACTOR:</th>
<th>CITY OF COVINGTON:</th>
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<tbody>
<tr>
<td>By: [signature]</td>
<td>By: [signature]</td>
</tr>
<tr>
<td>Print Name: Victor Dickson</td>
<td>Print Name: Regan Bolli</td>
</tr>
<tr>
<td>Its: President</td>
<td>Its: City Manager</td>
</tr>
<tr>
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</tbody>
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<tr>
<th>NOTICES TO BE SENT TO:</th>
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<tr>
<td>CONTRACTOR:</td>
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<tr>
<td>Victor Dickson</td>
</tr>
<tr>
<td>President</td>
</tr>
<tr>
<td>Westgro Corporation</td>
</tr>
<tr>
<td>2331 Schnebly Road</td>
</tr>
<tr>
<td>Ellensburg, WA 98926</td>
</tr>
<tr>
<td>(509) 968-3034 (telephone)</td>
</tr>
<tr>
<td>(509) 968-3047 (facsimile)</td>
</tr>
<tr>
<td>CITY OF COVINGTON:</td>
</tr>
<tr>
<td>Ross Junkin</td>
</tr>
<tr>
<td>Operations &amp; Maintenance Manager</td>
</tr>
<tr>
<td>City of Covington</td>
</tr>
<tr>
<td>16720 SE 271st Street, Suite 100</td>
</tr>
<tr>
<td>Covington, WA 98042</td>
</tr>
<tr>
<td>(253) 480-2471 (telephone)</td>
</tr>
<tr>
<td>(253) 480-2401 (facsimile)</td>
</tr>
</tbody>
</table>

<table>
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<tr>
<th>APPROVED AS TO FORM:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Kathy Hardy, City Attorney</td>
</tr>
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</table>
EXHIBIT A

SCOPE OF SERVICES

I. GENERAL REQUIREMENTS
The Landscape Maintenance Specifications is a part of the contract for landscape maintenance services. Compliance with the requirements set forth in this specification is mandatory for the maintenance contractor. If part of this specification is declared invalid for any reason, that invalidation shall apply only to the specific part declared invalid. It shall not nullify any of the requirements of any other part. In the event of questions over applicability of any requirement, the requirement shall be assumed to apply, unless the owner provides a written clarification stating that it does not. All modifications to this specification must be in writing.

II. SCOPE OF WORK
The scope of work contained herein establishes a standard of landscape care for the City. The scope is specifically intended to produce an attractive, healthy and cost-effective landscape.

The contractor shall provide to the City regular maintenance services as outlined in these specifications.

The contractor shall inspect the landscape, including irrigation, on a weekly basis, looking for problems or potential problems with the landscape.

The contractor shall provide at his/her own risk all labor, materials, tools, equipment, insurance, transportation, hauling, dumping, traffic control, and all other items needed to provide the services outlined in this specification.

The contractor shall make minor replacements and repairs to the landscape facilities as part of the required weekly maintenance work. Major items needing replacement or repair shall be reported to the City Maintenance Manager within one week of occurrence. A minor item would be something that takes less than 15 minutes to repair by skilled workmen, using minimal replacement parts. Some specific guidelines for determining if an item is minor or major are given in the section pertaining to each item. The contractor shall be available to perform additional work related to the landscape maintenance as may be authorized in writing by the owner. Such work shall be non-minor items relating to landscape care, which are not a part of the normal maintenance work as outlined in this specification.

Any facilities or property damaged or destroyed as a result of the landscape maintenance contractor's operations at the site shall be repaired or replaced at the landscape maintenance contractor's expense.

III. SITES
All the sites listed below are identified on the attached map (EXHIBIT B).

Street (Right-of-Way) Sites:
1. SE 256th Street and 164th Avenue SE improvements, including 168th PL SE
2. SE 272nd Street from 160th Avenue SE to Jenkins Creek Bridge
3. 168th Place SE from SE 272nd Street to Covington Way SE, including Covington Way SE from Highway 18 Bridge to 166th Avenue SE
4. SE 270th Place from 169th Place SE to 174th Place SE
5. 174th Place SE from SE 272nd Street to SE 270th Place
6. SE 270th Place from Wal-Mart to SE Wax Road
7. SE Wax Road/180th Avenue SE from SE 272nd Street to Highway 18, including SE 262nd Place ½ block
8. SE corner of SE 272nd Street & Covington Way – Grass area in front of AirStream dealership
9. Wax Road, from SE 272nd Street to Covington Elementary – Grass planter strip on west side
IV. CARE OF PLANTED AREAS

Trees
Trees shall be maintained in a healthy, vigorous growing condition, free from disease and large concentrations of pests.

Prune trees to remove dead, diseased, broken, dangerous, or crossing branches as required. Pruning of this type is a minor, non-reimbursable, cost to be included as part of the regular maintenance.

Prune trees only in appropriate months as determined by an arborist. Prune in accordance with accepted standards for proper pruning.

Discard all tree trimmings off-site using a legal method.

Any tree found to be dead or missing shall be reported to the City Public Works Department.

Once a year, prune all trees to encourage a high-branching structure. Exception to the above: trees planted for screening purposes. A vertical clearance of 114 inches is required above all parking spaces. A vertical clearance of 80 inches is required above all walkways.

The cutting blades on pruning shears, clippers, blades, saws, etc. shall be sterilized after pruning each tree to minimize the possibility of spreading disease. When pruning trees known or suspected to be diseased, cutting blades shall be sterilized after each cut. Sterilize blades by dipping them in a solution of 1 part bleach and 9 parts water or heavily spray them with a disinfectant spray, such as Lysol. After dipping or spraying, wait 20 seconds before using again.

Shrubs and Vines
Shrubs and vines shall be kept in a healthy, vigorous condition, free from disease and large concentrations of pests.

All shrubs shall be pruned according to the pruning schedule outlined below. Pruning is done to regulate size and shape. Remove branches that are dead, broken, extending beyond the face of curbs or sidewalks, or are climbing building walls (unless they are intended to climb the wall, such as climbing vines). Shrubs growing in areas of sight distance shall be pruned to maintain safety and shall not exceed 24" above the paved street surface. These shrubs may need to be pruned more frequently. Do not shear shrubs into topiary (shapes) unless specifically instructed to do so by the city.

Any shrub found to be dead or missing shall be removed and reported to the city. All removed shrubs shall be completely removed, including its root ball. The hole shall be filled in and raked back over to be flush with the adjacent ground.

The cutting blades on pruning shears, clippers, blades, saws, etc. shall be sterilized between every three shrubs to minimize the possibility of spreading disease. When pruning shrubs known or suspected to be diseased, the cutting blades shall be sterilized after each cut. Sterilize blades by dipping them in a solution of 1 part bleach and 9 parts water or heavily spray them with a disinfectant spray, such as Lysol. After dipping or spraying, wait 20 seconds before using again.

Groundcover
Groundcover shall be maintained in a healthy, vigorous growing condition.

Groundcover shall be trimmed back from sidewalks, curbs, and paved areas as needed. Do not create vertical edges when pruning groundcover. Cut the edges at a forty five degree angle to create a natural appearance and healthier plants.

Fertilizer
See maintenance schedule for timing.
Foliar applied fertilizer shall be water soluble and non-burning. Formulation shall be 15-30-15 or similar. Apply at manufacturer's recommended concentration for plant type. Saturate the entire foliage of each plant with foliar spray until it runs off.

Granular fertilizer shall be 16-16-16 slow release formulation or similar, applied at recommended rate for plant type.

When applying granular fertilizers to drip-irrigated areas, the fertilizer must be washed in by hand or rainfall before turning on the drip system. Running the drip system immediately after application may push the fertilizer away from the emitters, resulting in a high concentration of fertilizer at the edge of the wetted zone. This highly-concentrated fertilizer can kill or damage plants. It is recommended that granular fertilizers be applied just prior to a moderate rainfall.

Itemized receipts for fertilizer must be submitted to the City Public Works Department as proof of application. The contractor shall submit the receipts together with the next regular billing. Failure to submit receipts may result in payment delays or partial payment. Receipts must show the name and phone number of the seller and the date of sale. Receipts must also be itemized, showing the total quantity and description of each item. Prices and unrelated purchases may be blacked out.

**Weed Control**

The contractor shall inspect all maintained landscape areas covered in this contract for weed infestations and shall take timely measures to treat (Moss will be considered a weed). The preferred method is hand removal, but appropriate herbicide may be used with prior approval from the City.

All precautions shall be taken in the handling and application of all sprays. One application with follow up applications as required to attain a kill of 90% of weeds shall be required.

Weeds in planted areas, sidewalks, curbs, gutters, or pavement shall be removed or killed as the weeds emerge. Weeds shall be removed if they are larger than 2 inches in height or diameter. Dispose of weeds off-site. Pre and post-emergent herbicides may be used at the contractor's option and expense. The cost of all weed control work shall be included in the contract price for landscape maintenance.

**Mulch – Pertains to Bid Alternative 1**

See maintenance schedule for timing.

Adding new mulch (Bid Alternative 1): All landscaped medians, planter areas, and roundabouts maintained as part of this contract shall receive new mulch on a biannual basis. The exceptions to this are areas behind sidewalks. This work will consist of adding a 3” layer of mulch over the existing mulch layer. Care shall be taken to make the mulch layer’s appearance pleasing. No mulch shall be left on curbs, sidewalks, or roadways. Prior to placing the new mulch, weeds shall be removed and/or herbicide applied so that existing weeds do not grow through the new layer of mulch. All costs associated with mulch (cost of material, hauling, installation, traffic control, etc.) shall be part of the Bid Alternative BA 1 for Mulch.

New mulch applied as part of this contract shall be a compost/medium bark mix (minimum 50% compost). Mulch shall be applied using a blower truck in areas where traffic is of concern. These areas are located where there is one lane next to a median (164th Ave SE, SE Wax Road, 168th Ave SE, SE 270th Street, Covington Way). In other areas, other means will be allowed.

Mulching for year one of the contract: Sites 2, 3, 4, 5
Mulching for year two of the contract: Sites 1 and 7

Maintaining mulch (not part of Bid Alternative 1): All mulch shall be cared for as needed to create an even and uniform appearance of each landscaped area. Raking of all mulched areas shall be done on a monthly basis. Any mulch or decorative rock found outside planter areas shall be returned to the planter.

Mulch shall be uniform in color and appearance, and free of leaves, sticks, or trash.
Lawns
Lawns shall be kept in a healthy, vigorous condition, free of disease and pests, except as noted below.

Weeds shall be controlled in lawn areas as noted above under the weed control section.

All turf areas shall be inspected and policed for litter and debris prior to each mowing, and disposed of in a legal manner.

All turf is to be mowed weekly beginning in March, through the end of the growing season.

Mowing height for lawn areas shall be no less than 1 ½", not to exceed 2 ½" between mowing operations. The turf shall be cut at a uniform height. Scalping and uneven cutting will not be acceptable. Mower blades shall be maintained in a good condition for an even cut (sharp). Any excess clippings shall be dispersed and/or collected to prevent damage to existing lawn areas or if it causes an unsightly appearance or build up of thatch. If the grass area is overly wet, special care shall be taken to not leave ruts. Any ruts made by the contractor shall be repaired at the contractor’s expense.

Edging
All sidewalks, curb lines, concrete slabs, bed edges and the immediate high visual areas shall be mechanically edged as needed to maintain a neat, clean appearance, approximately twice per month. However, the low visual perimeters such as road shoulders, outlying tree circles, bed edges, etc., may be chemically contained, but at no time will there be more than ½ inch of visual dead growth along the contained areas.

Trimming or Weed Eating
Trimming shall be performed around all road signs, guard posts, trees, shrubs, utility poles and other obstacles paying special care to not damage trees and shrubs. The grass to be trimmed shall not be trimmed to less than the desired height of cut determined by the mowing operation.

Streetscape Maintenance
All grounds shall be inspected weekly.

All planter and median beds, tree cut outs, sidewalk cracks, etc., are to be maintained once per month to control unwanted vegetation (weeds, volunteer growth, etc.). This monthly vegetation maintenance consists of weeding, raking, and removing of litter.

Pre-emergent may be used after approval from the City. Chemical practices shall not be a substitute for hand-weeding where the latter is required for complete removal. All planter and median beds are to have at least two applications of pre-emergent herbicide per year. Pre-emergent herbicides shall be of the non-leaching type, with minimal soil contaminating levels.

All planter and median beds will be raked through once per month to promote an attractive appearance.

Fertilizing of all shrubs shall be done once per year in the fall with a well-balanced slow release type of fertilizer.

Provide remedial attention and repair to shrubs and trees as appropriate by season or in response to incidental damage.

Prune shrubbery to maintain proper size in relationship to adjacent plantings and intended function per the schedule outlined below. This includes all medians called out in this contract (SE 272nd included). Traffic control for this operation will be necessary and will be incidental to the contract.

Mow or weed eat behind sidewalks in the areas maintained under this contract so that grass or weeds do not fall into the sidewalk. There are multiple locations where this can occur.
Prune trees as required removing weak branching patterns, dead, damaged and diseased portions of the plant and maintaining balance of head growth development. Remove/trim lower limbs when obstructing vehicular or pedestrian clearances.

Remove lower branches of conifer trees when in conflict with growth of plantings beneath.

Prune shrubs and groundcover to limit perimeter growth to within planting bed areas where adjacent to walks and curbs. This shall be completed by the 3rd week of June as the City will paint certain curbs within the city starting at the end of June.

**Leaf Removal**
Removal of leaves from all lawns, planter beds, medians, and walkways will be completed to maintain a clean appearance. Leaves shall be removed from the site and not blown onto private property or streets. All leaves shall be removed from maintained areas by December 15th each year.

V. CLEAN UP AND LITTER REMOVAL
Sweep or blow-off all hard surfaces, walks, curbs, and gutters as needed.

Do not sweep or blow trash, leaves, clippings, or landscape debris into planters, streets, or onto adjacent property. Collect all debris swept or blown from landscape areas and remove from the site.

All litter, debris, leaves etc. shall be removed from hard surfaces and planted areas each week and disposed of off-site in a legal manner.

In addition to removing all litter from hard surfaces and planted areas, the contractor shall remove and dispose of any large miscellaneous debris or trash in parking areas. "Large miscellaneous debris" shall mean items the size of a small beverage cup or larger. Sweeping of the parking lots is not included in the landscape maintenance. All litter shall be removed from hard surfaces and planted areas regardless of the size of the litter.

VI. CHEMICALS, HERBICIDES, PESTICIDES
All pesticide applications shall be performed by a licensed and insured as a Washington State Commercial Applicator. In addition, the staff doing the pesticide application shall be licensed as Commercial Operators. License numbers shall be provided to the City prior to award of contract.

All chemicals shall be used in accordance with the manufacturer's recommended handling methods. All chemicals shall be handled in accordance with all applicable regulations.

Pesticides/herbicides applications shall be made at times when public presence is minimal. Areas to be treated may need to be blocked off and warning signs posted. Any treated area shall be marked as required by regulations.

The contractor shall take precautions to keep persons away from pesticide and herbicide-treated areas until the applied material is fully dry and the treated area is safe. Follow the recommendations of the pesticide manufacturer and all applicable governmental and industry regulations.

VII. MAINTENANCE RECORD KEEPING
Contractor shall maintain a computerized log of activities performed, schedules, additional service repairs, and documentation of each application of fertilizer, pesticide, herbicides, and/or other chemicals. Provide a written copy monthly.

Pesticide/herbicide application records shall be kept in accordance with RCW 17.21, Section 100. Records shall be kept by the Contractor on all pesticide/herbicide applications for a minimum of seven (7) years. Such records shall be completed in accordance with all applicable laws and regulations and on forms as provided in the Washington Administrative Code, WAC 16-228-190.
The following information shall be recorded at a minimum for each application:

- The location where the pesticide or herbicide was applied.
- The year, month, day, and time the pesticide or herbicide was applied.
- Purpose of application.
- The person or firm who supplied the pesticide or herbicide which was applied.
- Trade name of the pesticide or herbicide which was applied, amount and concentration.
- Method and rate of application.
- The temperature and direction and estimated velocity of the wind at the time the pesticide or herbicide was applied.
- The name and license number of the pesticide or herbicide applicator.
- Applicator apparatus license plate number or equipment number (if applicable).
- Any other information reasonably required by the Owner.

Supply the Owner with written copies of chemical application records monthly.

VIII. REPORTS/SCHEDULE
Contractor shall provide City with an emergency contact list identifying the names, positions held, and phone numbers of key maintenance personnel. This shall be provided to the City at the award of this contract.

Contractor shall establish a schedule for regular maintenance activities by area and submit to the City for review. Contractor will review proposed schedules with Owner at the regularly scheduled meetings and adjust as necessary.

IX. TRAFFIC CONTROL
The contractor is solely responsible for all necessary traffic control. This includes proper signage per MUTCD. Contractor employees shall wear approved safety vests at all times while working in the city (see OSHA for requirements). When closing a lane or rerouting traffic is necessary in order to perform contract work, the contractor shall notify the city a minimum of one (4) weeks prior to work commencing. The Contractor shall provide a traffic control plan for approval by the City. Work shall not commence prior to approval of the traffic control plan by the City.

All costs for traffic control shall be incidental to this contract and will be the responsibility of the contractor. A Right-of-Way permit may be required (to be obtained from the City at the Contractor’s expense).

X. ADDITIONAL REQUIREMENTS
1. The Contractor shall pay prevailing wage rates and provide documentation
2. All irrigation maintenance and repairs shall be performed by, or under the direct supervision of a Certified Irrigation Technician (CIT) or Certified Irrigation Auditor.
3. No work within this contract shall be done by sub-contractors.
4. Contractor will provide all necessary labor, material, and equipment to perform the work described herein.
5. Contractor will provide verification of proper disposal of spoils.
6. Contractor will provide a monthly report outlining all work completed to the City of Covington Maintenance Manager via email.
7. The City of Covington shall be invoiced within 30 days of completion of work. An itemized list of all landscape areas by site shall be included with the invoice.
8. A contractor representative shall meet onsite with the City Maintenance Manager once per month. This meeting will generally consist of a visit to the work sites and discussion of upcoming work/schedules.
9. Do not use blowers prior to 7:00 AM or after 8:00 PM.
MAINTENANCE SCHEDULE

The contractor shall have a work crew onsite on a weekly basis to provide services as outlined in this scope of contract. Pruning of shrubs will not be considered part of this required weekly visit. If for any reason the contractor cannot be onsite for a given week, they shall make two visits the next available week.

<table>
<thead>
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<tbody>
<tr>
<td>January</td>
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<tr>
<td>February</td>
<td>Apply pre-emergent</td>
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<tr>
<td>March</td>
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<tr>
<td>April</td>
<td>Prune shrubs*</td>
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<tr>
<td>June</td>
<td>Prune shrubs*</td>
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<td>August</td>
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<tr>
<td>September</td>
<td>Prune shrubs*, Add mulch to landscape areas (Bid Alternative), apply pre-emergent</td>
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<tr>
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<tr>
<td>November</td>
<td>Fertilize</td>
</tr>
<tr>
<td>December</td>
<td>Prune shrubs*, Remove leaves</td>
</tr>
</tbody>
</table>

*Shrubs shall not be pruned during the heat of the summer or the late fall.
SITE SUMMARY

Street (Right of Way) Sites:

1. **SE 256th Street & 164th Avenue SE**
   This site includes all sidewalk planter areas and landscaped medians (including the roundabout) along the following roadways:
   - SE 256th Street from 156th Avenue SE to 170th Place SE
   - 164th Avenue SE from SE 251st Street to SE 264th Street
   - 168th Place SE from SE 256th Street to the Kenwood High School tennis courts (mowing approx. 3 blocks)
   This site also includes maintaining vegetation behind sidewalks as needed (2 feet maximum) so as to keep any vegetation from falling/leaning onto the sidewalks.

   **Compost/Bark Mix Mulch (Bid Alternative):** This site will include installation of mulch consisting of a compost/bark mix that will be placed in all medians, roundabout, and sidewalk planter areas. (see schedule for timing).

2. **SE 272nd Street (SR516)**
   This site includes all sidewalk planter areas and landscaped medians along the following roadways:
   - SE 272nd Street from 160th Avenue SE to the Jenkins Creek Bridge
   This site includes all sidewalk planter areas and medians as well as mowing behind sidewalks at 160th Avenue SE on both sides. This site contains the main entrances to the downtown core of the City. It also includes the ground cover/shrubs between the curb and sidewalk in front of the library (just east of 164th Avenue SE). The work in this section includes all of the tree cut-outs in various locations throughout the site.

   **Compost/Bark Mix Mulch (Bid Alternative):** This site will include installation of mulch consisting of a compost/bark mix that will be placed in all medians and sidewalk planter areas. (see schedule for timing).

   This is an irrigation system for the medians of SE 272nd Street which is located on the NW corner of SE 272nd Street/172nd Avenue SE. The city will operate this controller. The contractor will be responsible for winterizing this system (drip irrigation).

   This site does not include the mowing on the north side from of SE 272nd Street between 172nd Avenue SE and 169th Place SE (privately maintained). Site does include all side medians along SE 272nd Street.

3. **168th Place SE & Covington Way SE**
   This site includes all sidewalk planter areas and landscaped medians (including the two roundabouts) along the following roadways:
   - 168th Place SE from SE 272nd Street to Covington Way SE
   - Covington Way SE from SE 272nd Street to SE Wax Road
   This site also includes maintaining vegetation behind sidewalks as needed (2 feet maximum) so as to keep any vegetation from falling/leaning onto the sidewalks.

   **Compost/Bark Mix Mulch (Bid Alternative):** This site will include installation of mulch consisting of a compost/bark mix that will be placed in all medians, roundabouts, and sidewalk planter areas. (see schedule for timing).

   FYI: The Fred Meyer roundabout maintenance stops at the cross walks at each shopping center entrance. The Costco roundabout includes the east leg but not the west leg of the roundabout. It also includes the top of the wall adjacent to the east neighborhood. It also includes mowing once per month, weeding, and/or spraying behind the sidewalk (2 feet maximum) at the roundabouts where needed, the west side of 168th Place SE/165th Avenue SE adjacent to retention ponds.

4. **SE 270th Place**
This site includes all sidewalk planter areas and landscaped medians (including the roundabout) along the following roadways:

- SE 270th Place from 169th Place SE to 174th Place SE

This site includes the barricade on the north leg of the roundabout on 172nd Avenue SE. It does not include the planter strip mowing from 169th Place SE to 172nd Avenue SE but does include the planter areas from 172nd Avenue SE to 174th Place SE on both sides.

Compost/Bark Mix Mulch (Bid Alternative): This site will include installation of mulch consisting of a compost/bark mix that will be placed in all medians, roundabout, and sidewalk planter areas. (see schedule for timing).

5. 174th Place SE from SE 272nd Street to SE 270th Place
All beds included.

Compost/Bark Mix Mulch (Bid Alternative): This site will include installation of mulch consisting of a compost/bark mix that will be placed in all medians and sidewalk planter areas. (see schedule for timing).

6. SE 270th Place from Wal-Mart to SE Wax Road
All beds and mowing included on both sides. Operational irrigation system is on site (not owned by City).

7. SE Wax Road/180th Avenue SE from SE 272nd Street to Highway 18
This site includes all planter strips, medians, and roundabout. It includes half of the block on SE 262nd Street (east leg). It also includes mowing once per month and/or spraying behind the sidewalk (2 feet maximum) at roundabout, both sides of SE Wax Road from SE 270th Place to roundabout.

Compost/Bark Mix Mulch (Bid Alternative): This site will include installation of mulch consisting of a compost/bark mix that will be placed in all medians, roundabout, and sidewalk planter areas. (see schedule for timing).

8. SE Corner of SE 272nd Street and Covington Way SE
Mow the grass area in front of Airstream dealership at the corner (City property). This is non city irrigated and typically goes dormant in summer. It includes weekly mowing during the growing season and as needed during the off season.

9. Wax Road, between SE 272nd Street and Covington Elementary (west side)
Mow the grass planter strip areas on the west side of Wax Road from SE 272nd Street to Covington Elementary School (approximately 2 blocks).
## Labor Hours Spent

<table>
<thead>
<tr>
<th>Date</th>
<th>Monday</th>
<th>Tuesday</th>
<th>Wednesday</th>
<th>Thursday</th>
<th>Friday</th>
<th>Saturday</th>
<th>Sunday</th>
</tr>
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<tbody>
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<td>04/22/18</td>
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<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### SITE

- SE 256th Street and 164th Avenue SE
- SE 272nd Street from 160th Avenue SE to Jenkins Creek Bridge
- 168th Place SE from SE 272nd Street to Covington Way SE, including Covington Way SE from SE 272nd Street to 166th Avenue SE
- SE 270th Place from 169th Place SE to 174th Place SE
- 174th Place SE from SE 272nd Street to SE 270th Place
- SE 270th Place from Walmart to SE Wax Road
- SE Wax Road/180th Avenue SE from 272nd Street to Highway 18
- SE corner of SE 272nd Street and Covington Way SE (grass area in front of the Airstream dealership)
The bidder is hereby advised that by signature of this proposal he/she is deemed to have acknowledged all requirements and signed all certificates contained herein.

<table>
<thead>
<tr>
<th>Company Name:</th>
<th>Westgro Corporation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address:</td>
<td>2331 Schnebly RD</td>
</tr>
<tr>
<td>City/State/Zip:</td>
<td>Ellensburg, WA 98926</td>
</tr>
<tr>
<td>Phone:</td>
<td>509-968-3034</td>
</tr>
<tr>
<td>Fax:</td>
<td>509-968-3047</td>
</tr>
<tr>
<td>Email Address:</td>
<td><a href="mailto:victor@westgro.org">victor@westgro.org</a></td>
</tr>
<tr>
<td>UBI Number:</td>
<td>601 986 088</td>
</tr>
<tr>
<td>Contact Name (Please Print):</td>
<td>Victor Dickson</td>
</tr>
<tr>
<td>Signature:</td>
<td>[signature]</td>
</tr>
<tr>
<td>Date:</td>
<td>03/22/18</td>
</tr>
</tbody>
</table>

[THIS SPACE LEFT INTENTIONALLY BLANK]
After carefully examining Exhibit A, Scope of Services, as well as the various locations of the project and conditions affecting the work, the undersigned agrees to furnish all the labor, materials, equipment, superintendents, insurance and other accessories and services necessary to perform and complete all of the work required by and in strict accordance with the Agreement documents and the implied intent thereof, for the following schedule of unit prices.

See attached Exhibits:
A: Scope of Services
B: Map
C: Inspection Report

**Company Name:** Westgro Corporation

<table>
<thead>
<tr>
<th>Street (Right of Way) Sites</th>
<th>Monthly Amount</th>
<th>Annual Amount</th>
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</thead>
<tbody>
<tr>
<td>1  SE 256th Street and 164th Avenue SE improvements, including 168th PL SE</td>
<td>1950</td>
<td>23,400</td>
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<tr>
<td>2  SE 272nd Street from 160th Avenue SE to Jenkins Creek Bridge</td>
<td>915</td>
<td>10,980</td>
</tr>
<tr>
<td>3  168th Place SE from SE 272nd Street to Covington Way SE, including Covington Way SE from SE 272nd Street to 166th Avenue SE</td>
<td>1430</td>
<td>17,160</td>
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<tr>
<td>4  SE 270th Place from 169th Place SE to 174th Place SE</td>
<td>175</td>
<td>2100</td>
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<tr>
<td>5  174th Place SE from SE 272nd Street to SE 270th Place</td>
<td>79</td>
<td>948</td>
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<tr>
<td>6  SE 270th Place from Wal-Mart to SE Wax Road</td>
<td>60</td>
<td>720</td>
</tr>
<tr>
<td>7  SE Wax Road/180th Avenue SE from SE 272nd Street to Highway 18</td>
<td>648</td>
<td>7776</td>
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<tr>
<td>8  SE corner of SE 272nd Street and Covington Way SE – grass area in front of the Airstream dealership</td>
<td>57</td>
<td>684</td>
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<tr>
<td>9  Wax Road from SE 272nd Street to Covington Elementary – grass planter strip on west side</td>
<td>76</td>
<td>912</td>
</tr>
</tbody>
</table>

**STREET (RIGHT OF WAY) SITES TOTAL:** 5390 64,680

**STATE SALES TAX (8.6%)**

| STREET (RIGHT OF WAY) SITES GRAND TOTAL | 5,853.54 | 70,242.48 |

**Bid Alternative**

<table>
<thead>
<tr>
<th>Bid Alternative</th>
<th>Estimated Annual Quantity (Cubic Yards)</th>
<th>Cubic Yard Price, Installed</th>
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<tbody>
<tr>
<td>BA 1 Mulch Year 1 (Sites 2, 3, 4, &amp; 5)</td>
<td>500</td>
<td>33,621</td>
</tr>
<tr>
<td>BA 2 Mulch Year 2 (Sites 1 and 7)</td>
<td>500</td>
<td>33,621</td>
</tr>
<tr>
<td>TOTAL</td>
<td></td>
<td>67,242</td>
</tr>
</tbody>
</table>

**STATE SALES TAX (8.6%)**

| Bid Alternative GRAND TOTAL | 5,782.82 |

| TOTAL | 73,024.82 |
SUBJECT: CONSIDER AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH GRAY & OSBORNE, INC. FOR ON-CALL ENGINEERING SERVICES.

RECOMMENDED BY: Don Vondran, Public Works Director

ATTACHMENT(S):  
1. Agreement with Gray & Osborne, Inc.

PREPARED BY: Bob Lindskov, City Engineer

EXPLANATION:  
On January 26, 2018, the City advertised a Request for Qualifications (RFQ) for On-Call Engineering Services. The RFQ was advertised in the Covington Reporter on January 26th and February 2nd and was also posted on the City’s website. Submittals from interested Consultants were due on February 16, 2018. The RFQ was advertised for on-call services.

There were three consultants that submitted qualifications for consideration. They were SCJ Alliance of Lacey, Gray & Osborne of Seattle, and Century West Engineering of Federal Way. A team of five staff members reviewed and scored all three consultant firms’ proposals independently. Because staff unanimously selected Gray & Osborne, Inc. as the most qualified consultant, it was decided to forego an interview process. With such large contrasts in submittal quality, it would not be in interest of the city, nor the firms, to expend more time in this process.

FISCAL IMPACT:  
Specific projects have not been identified that may be part of these on-call services, however, the following are items that the City may seek support on:

1. Transportation and Pavement Design
2. Stormwater Design
3. Construction Management

The services will be provided on an as needed basis through a task order on-call process. The Task Order process will consist of the City contacting the Consultant and requesting services related to an individual project. The Consultant will then prepare a detailed scope and budget for each individual Task Order. The Task Orders will be agreed upon between the City Representative and the Consultant. These task orders or amendments will follow adopted financial policies and procedures for authorization.
Council member ______________ moves, Council member ______________ seconds, to authorize the City Manager to execute an agreement with Gray & Osborne, Inc. for on-call engineering services, in substantial form as that presented.

REVIEWED BY:  City Manager, City Attorney, Finance Director
CONSULTANT SERVICES AGREEMENT
between the City of Covington and
Gray & Osborne, Inc.

THIS AGREEMENT is made between the City of Covington ("City"), a Washington municipal corporation, and Gray & Osborne, Inc. ("Consultant"), a profit corporation.

I. DESCRIPTION OF WORK. Consultant shall perform the following services for the City: On-Call Engineering Services as described in the attached Exhibit A. Consultant further represents that the services furnished under this Agreement will be performed in accordance with generally accepted professional practices within the Puget Sound region in effect at the time those services are performed.

II. TERM OF AGREEMENT. The parties agree that work will begin on the tasks described in Section I upon the effective date of this Agreement, and Consultant shall complete the work by December 31, 2020. This Agreement may be extended for additional periods of time upon the mutual written agreement of the City and the Consultant.

III. COMPENSATION. The City shall pay the Consultant based on specific rates of pay for the services described in this Agreement on a task assignment basis. Each assignment will be individually negotiated and subject to financial policies and procedures for authorization. The Consultant shall invoice the City monthly based on time and materials incurred during the preceding month. All hourly rates charged shall remain locked at the negotiated rates throughout the term of this Agreement. The Consultant’s billing rates shall be as delineated in Exhibit B.

If sufficient funds are not appropriated or allocated for payment under this agreement for any future fiscal period, the City shall notify the Contractor and the City shall not be obligated to make payments for services or amounts incurred after the end of the City’s current fiscal period.

IV. INDEPENDENT CONTRACTOR. The parties intend that an Independent Contractor-Employer Relationship will be created by this Agreement. By their execution of this Agreement, and in accordance with RCW Chapter 51.08, the parties make the following representations:

A. The Consultant controls and directs the performance and details of its work, the City being interested only in the results obtained under this Agreement.

B. The Consultant maintains and pays for its own place of business from which Consultant’s services under this Agreement will be performed.

C. The Consultant has an established and independent business that is eligible for a business deduction for federal income tax purposes that existed before the City retained Consultant’s services, or the Consultant is engaged in an independently established trade, occupation, profession, or business of the same nature as that involved under this Agreement.

D. The Consultant is responsible for filing as they become due all necessary tax documents with appropriate federal and state agencies, including the Internal Revenue Service and the state Department of Revenue.
E. The Consultant has registered its business and established an account with the state Department of Revenue and other state agencies as may be required by Consultant’s business, and has obtained a Unified Business Identifier (UBI) number from the State of Washington.

F. The Consultant maintains a set of books dedicated to the expenses and earnings of its business.

V. TERMINATION. Either party may terminate this Agreement, with or without cause, upon providing the other party thirty (30) days’ written notice at its address set forth on the signature block of this Agreement. After termination, the City may take possession of all records and data within the Consultant’s possession pertaining to this project, which may be used by the City without restriction. If the City’s use of Consultant’s records or data is not related to this project, it shall be without liability or legal exposure to the Consultant.

VI. DISCRIMINATION. In all Consultant services, programs, activities, hiring, and employment made possible by or resulting from this Agreement, Consultant and its employees, agents, and subcontractors shall not discriminate in violation of and at all times shall comply with 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, and 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 may result in ineligibility for further City agreements.

VII. INDEMNIFICATION. Consultant shall defend, indemnify and hold the City, its officers, officials, employees, agents and volunteers harmless from any and all claims, injuries, damages, losses or suits, including all legal costs and attorney fees, arising out of or in connection with the Consultant’s performance of this Agreement, except for that portion of the injuries and damages caused by the City’s negligence. The City’s inspection or acceptance of any of Consultant’s work when completed shall not be grounds to avoid any of these covenants of indemnification. The provisions of this section shall survive the expiration or termination of this Agreement.

In the event Consultant refuses tender of defense in any suit or any claim, if that tender was made pursuant to this indemnification clause, and if that refusal is subsequently determined by a court having jurisdiction (or other agreed tribunal) to have been a wrongful refusal on the Consultant’s part, then Consultant shall pay all the City’s costs for defense, including all reasonable expert witness fees and reasonable attorneys’ fees, plus the City’s legal costs and fees incurred because there was a wrongful refusal on the Consultant’s part.

VIII. INSURANCE. The Consultant shall procure and maintain for the duration of the Agreement, insurance of the types and in the amounts as follows:

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

B. **Commercial general liability insurance** covering liability arising from premises, operations, independent Consultants, 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.

C. **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.

D. **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.

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

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

IX. **COMPLIANCE WITH LAWS.** Consultant agrees to comply with all federal, state, and municipal laws, rules, and regulations that are now in effect or in the future become applicable to Consultant's business, equipment, and personnel engaged in operations covered by this Agreement or accruing out of the performance of those services.

X. **OWNERSHIP AND USE OF RECORDS AND DOCUMENTS.** Original documents, drawings, designs, reports, or any other records developed or created under this Agreement shall belong to and become the property of the City. All records submitted by the City to the Consultant will be safeguarded by the Consultant. Consultant shall make such data, documents, and files available to the City upon the City's request.

XI. **CITY'S RIGHT OF INSPECTION.** Even though Consultant is an independent contractor with the authority to control and direct the performance and details of the work authorized under this Agreement, the work must meet the approval of the City and shall be subject to the City's general right of inspection to secure satisfactory completion.

XII. **WORK PERFORMED AT CONSULTANT'S RISK.** Consultant shall take all necessary precautions and shall be responsible for the safety of its employees, agents, and subcontractors in the performance of the contract work and shall utilize all protection necessary for that purpose. All work shall be done at Consultant's own risk, and Consultant shall be responsible for any loss of or damage to materials, tools, or other articles used or held for use in connection with the work.
XIII. MISCELLANEOUS PROVISIONS.

A. Non-Waiver of Breach. The failure of the City to insist upon strict performance of any of the covenants and agreements contained in this Agreement, or to exercise any option conferred by this Agreement in one or more instances shall not be construed to be a waiver or relinquishment of those covenants, agreements or options, and the same shall be and remain in full force and effect.

B. Resolution of Disputes and Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. If the parties are unable to settle any dispute, difference or claim arising from the parties’ performance of this Agreement, the exclusive means of resolving that dispute, difference or claim, shall only be by filing suit exclusively under the venue, rules and jurisdiction of the King County Superior Court, King County, Washington, unless the parties agree in writing to an alternative dispute resolution process. In any claim or lawsuit for damages arising from the parties' performance of this Agreement, each party shall pay all its legal costs and attorney's fees incurred in defending or bringing such claim or lawsuit, including all appeals, in addition to any other recovery or award provided by law; provided, however, nothing in this paragraph shall be construed to limit the City's right to indemnification under Section VII of this Agreement.

C. Written Notice. All communications regarding this Agreement shall be sent to the parties at the addresses listed on the signature page of the Agreement, unless notified to the contrary in writing. Any written notice shall become effective three (3) business days after the date of mailing by registered or certified mail and shall be deemed sufficiently given if sent to the addressee at the address stated in this Agreement or such other address as may be later specified in writing pursuant to this Section.

D. Assignment. Any assignment of this Agreement by either party without the written consent of the non-assigning party shall be void.

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

F. Entire Agreement. The written provisions and terms of this Agreement, together with any attached Exhibits, shall supersede all prior verbal statements of any officer or other representative of the City, and such statements shall not be effective or be construed as entering into or forming a part of or altering in any manner this Agreement. Should any language in any of the Exhibits to this Agreement conflict with any language contained in this Agreement, the terms of this Agreement shall prevail.

G. Public Records Act. The Consultant acknowledges that the City is a public agency subject to the Public Records Act codified in RCW Chapter 42.56 and documents, notes, emails, and other records prepared or gathered by the Consultant in its performance of this Agreement may be subject to public review and disclosure, even if those records are not produced to or possessed by the City of Covington. As such, the Consultant agrees to cooperate fully with the City in satisfying the City’s duties and obligations under the Public Records Act.

H. City Business License Required. Prior to commencing the tasks described in Section I, Consultant agrees to provide proof of a current City of Covington business license pursuant to Chapter 5.10 of the Covington Municipal Code.
I. Counterparts and Signatures by Fax or Email. This Agreement may be executed in any number of counterparts, each of which shall constitute an original, and all of which will together constitute this one Agreement. Further, upon executing this Agreement, either party may deliver the signature page to the other by fax or email and that signature shall have the same force and effect as if the Agreement bearing the original signature was received in person.

IN WITNESS, the parties below execute this Agreement, which shall become effective on the last date entered below. All acts consistent with the authority of this Agreement and prior to its effective date are ratified and affirmed, and the terms of the Agreement shall be deemed to have applied.

<table>
<thead>
<tr>
<th>CONSULTANT:</th>
<th>CITY OF COVINGTON:</th>
</tr>
</thead>
<tbody>
<tr>
<td>By: ________________________</td>
<td>By: ________________________</td>
</tr>
<tr>
<td>(signature)</td>
<td>(signature)</td>
</tr>
<tr>
<td>Print Name: Brian Sourwine, P.E.</td>
<td>Print Name: Regan Bolli</td>
</tr>
<tr>
<td>Its: Vice President, Principal</td>
<td>Its: City Manager</td>
</tr>
<tr>
<td>DATE: ______________________</td>
<td>DATE: ______________________</td>
</tr>
</tbody>
</table>

NOTICES TO BE SENT TO:

<table>
<thead>
<tr>
<th>CONSULTANT:</th>
<th>CITY OF COVINGTON:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Brian Sourwine, P.E.</td>
<td>Bob Lindskov, City Engineer</td>
</tr>
<tr>
<td>Gray &amp; Osborne, Inc.</td>
<td>City of Covington</td>
</tr>
<tr>
<td>701 Dexter Avenue North, Suite 200</td>
<td>16720 SE 271st Street, Suite 100</td>
</tr>
<tr>
<td>Seattle, WA 98109</td>
<td>Covington, WA 98042</td>
</tr>
<tr>
<td>(206) 284-0860 (telephone)</td>
<td>(253) 480-2467(telephone)</td>
</tr>
<tr>
<td>(206) 283-3206 (facsimile)</td>
<td>(253) 480-2401 (facsimile)</td>
</tr>
</tbody>
</table>

APPROVED AS TO FORM:

_______________________________
Kathy Hardy, City Attorney
Scope of Work

Each item of work under this AGREEMENT will be provided by task assignment. Each assignment will be individually negotiated with the CONSULTANT. The amount established for each assignment will be the maximum amount payable for that assignment unless modified in writing by the AGENCY. The AGENCY is not obligated to assign any specific number of tasks to the CONSULTANT, and the AGENCY’S and CONSULTANT’S obligations hereunder are limited to task assigned in writing. Task assignments may include, but are not limited to, the following types of work:

A. Project Design
B. NEPA/SEPA Environmental Documentation
C. Evaluating ROW Concerns
D. Preparation of Ad Ready Plans, Specifications and Estimates
E. Construction Management
F. Stormwater Rate Fee Analysis

Task assignments made by the AGENCY shall be issued in writing by a Formal Task Assignment Document.

An assignment shall become effective when a Formal Task Assignment Document is signed by the CONSULTANT and the AGENCY, except that emergency actions requiring a 24-hour or less response can be handled by an oral authorization. Such oral authorization shall be followed up with a Formal Task Assignment Document within 4 working days, and any billing rates agreed to orally (for individuals, subconsultants, or organizations whose rates were not previously established in the AGREEMENT) shall be provisional and subject to final negotiation and acceptance by the Agency.
# Consultant Fee Determination - Summary Sheet (Specific Rates of Pay)

## Fee Schedule

<table>
<thead>
<tr>
<th>Discipline or Job Title</th>
<th>Hourly Rate</th>
<th>Overhead 183.69%</th>
<th>Profit 30%</th>
<th>Rate Per Hour</th>
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</thead>
<tbody>
<tr>
<td>Electrical Engineers</td>
<td>$32-$57</td>
<td>$58.78-$104.70</td>
<td>$9.60-$17.10</td>
<td>$100.38-$178.80</td>
</tr>
<tr>
<td>Structural Engineer</td>
<td>$31-$52</td>
<td>$56.94-$95.52</td>
<td>$9.30-$15.60</td>
<td>$97.24-$163.12</td>
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<td>Environmental Tech./Specialists</td>
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<td>$45.92-$64.29</td>
<td>$7.50-$10.50</td>
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<td>Project Engineer</td>
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<td>$9.90-$13.50</td>
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<td>$9.90-$17.10</td>
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<td>Principal n-Charge</td>
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<td>Resident Engineer</td>
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<td>Field Inspector</td>
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<td>Field Survey Crew (2 Person)*</td>
<td>$50-$66</td>
<td>$91.85-$121.24</td>
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<td>Field Survey Crew (3 Person)*</td>
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<td>$135.93-$165.32</td>
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<td>Professional Land Surveyor</td>
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<td>$64.29-$77.15</td>
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<td>Secretary/Typist*</td>
<td>N/A</td>
<td>N/A</td>
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* Secretarial and clerical fees are not billed, but are included in the overhead multiplier listed. The same is true for accounting, bookkeeping, postage, in-house printing up to $150, word processing, computer use, computer-aided drafting, and telephone and fax costs.
SUBJECT: CONSIDER AWARDING THE DESIGN CONTRACT FOR THE SE 256TH STREET CULVERT REPLACEMENT AND WIDENING PROJECT (CIP 1145) TO GRAY & OSBORNE, INC. AND AUTHORIZE THE CITY MANAGER TO EXECUTE AN AGREEMENT FOR ENGINEERING SERVICES.

RECOMMENDED BY: Don Vondran, Public Works Director

ATTACHMENT(S):
1. Agreement with Gray & Osborne, Inc.

PREPARED BY: Robert Lindskov, City Engineer

EXPLANATION:
On January 9, 2018, the city advertised a request for qualifications for the SE 256th Street Culvert Replacement and Widening Project.

The work to be performed by the consultant consists of: project design, preparing environmental documentation consistent with NEPA, and preparation of ad ready plans and specifications for replacing twin 90’ long 36” diameter concrete culvert pipes. Over half of the existing concrete pipe segments are in critical condition and the culvert no longer has structural capacity. This project would involve designing a fish friendly replacement for the culvert which will alleviate localized up-stream flooding. The design will raise the profile of the roadway across the creek and widens SE 256th Street to 5 lanes. The project includes curb, gutter, 8’ sidewalk, landscaping, bike lanes, illumination and undergrounding of utilities. The project length is around 1,500 feet. The project will complete a gap in our pedestrian/non-motorized transportation system.

Five submittals were received by January 26, 2018. Five staff members independently reviewed each submittal and scored them based on the criteria identified in our advertisement. Of these five, the top three scoring consultants were invited to interview before a panel of five staff members on February 21, 2018. Of these three interviews, Gray & Osborne, Inc. was the highest scoring firm.

Upon the review panel’s determination, we recommend awarding the project to Gray & Osborne, Inc. as the most qualified engineering consultant to design this project.

FISCAL IMPACT:
The City of Covington has received a King County Flood Reduction Fund Grant from the King County Flood Control District for the SE 256th Street Culvert Replacement and Widening Project. King County Flood Reduction Funds will be used for a portion of the design. The following breakdown will show how the completion of the project will most likely occur.
SE 256th Street Culvert Replacement and Widening Project

Budget:

<table>
<thead>
<tr>
<th>Design</th>
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<th>$200,000</th>
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<tr>
<td>KC Flood Reduction Grant</td>
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<td></td>
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<tr>
<td>Transportation Impact Fees</td>
<td>$270,591</td>
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<tr>
<td>Total Budgeted</td>
<td>$470,591</td>
<td></td>
</tr>
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</table>

Expenditures

| Consultant Scope and Fee              | $460,591      |
| Management Reserve Fund              | $10,000       |
| Total Expenditures                   | $470,591      |

Funds are budgeted in 2018 to cover the anticipated costs of the SE 256th Street Culvert Replacement and Widening Project design that will occur in 2018. The balance of the project will carry over to 2019 and will be covered with Transportation Impact Fees.

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

Council member ______________ moves, Council member ______________ seconds, to award the design contract for the SE 256th Street Culvert Replacement and Widening Project (CIP 1145) to Gray & Osborne, Inc. and authorize the City Manager to execute an agreement in the amount of $470,591, in substantial form as that presented.

REVIEWED BY: City Manager, Finance Director, City Attorney
CONSULTANT SERVICES AGREEMENT  
between the City of Covington and  
Gray & Osborne, Inc.

THIS AGREEMENT is made between the City of Covington ("City"), a Washington municipal corporation, and Gray & Osborne, Inc. ("Consultant"), a profit corporation.

I. DESCRIPTION OF WORK. Consultant shall perform the following services for the City: SE 256th Culvert Replacement and Widening Project (CIP 1145) as described in the attached Exhibit A. Consultant further represents that the services furnished under this Agreement will be performed in accordance with generally accepted professional practices within the Puget Sound region in effect at the time those services are performed.

II. TERM OF AGREEMENT. The parties agree that work will begin on the tasks described in Section I upon the effective date of this Agreement, and Consultant shall complete the work by December 31, 2019. This Agreement may be extended for additional periods of time upon the mutual written agreement of the City and the Consultant.

III. COMPENSATION. The City shall pay the Consultant, based on time and materials, a total amount not to exceed $470,591.00 for the services described in this Agreement. This is the maximum amount to be paid under this Agreement for the work described in Section I above, and shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed amendment to this agreement. The Consultant shall invoice the City monthly based on time and materials incurred during the preceding month. All hourly rates charged shall remain locked at the negotiated rates throughout the term of this Agreement. The Consultant’s billing rates shall be as delineated in Exhibit B.

If sufficient funds are not appropriated or allocated for payment under this agreement for any future fiscal period, the City shall notify the Contractor and the City shall not be obligated to make payments for services or amounts incurred after the end of the City’s current fiscal period.

IV. INDEPENDENT CONTRACTOR. The parties intend that an Independent Contractor-Employer Relationship will be created by this Agreement. By their execution of this Agreement, and in accordance with RCW Chapter 51.08, the parties make the following representations:

A. The Consultant controls and directs the performance and details of its work, the City being interested only in the results obtained under this Agreement.

B. The Consultant maintains and pays for its own place of business from which Consultant’s services under this Agreement will be performed.

C. The Consultant has an established and independent business that is eligible for a business deduction for federal income tax purposes that existed before the City retained Consultant’s services, or the Consultant is engaged in an independently established trade, occupation, profession, or business of the same nature as that involved under this Agreement.

D. The Consultant is responsible for filing as they become due all necessary tax documents with appropriate federal and state agencies, including the Internal Revenue Service and the state Department of Revenue.
E. The Consultant has registered its business and established an account with the state Department of Revenue and other state agencies as may be required by Consultant’s business, and has obtained a Unified Business Identifier (UBI) number from the State of Washington.

F. The Consultant maintains a set of books dedicated to the expenses and earnings of its business.

V. TERMINATION. Either party may terminate this Agreement, with or without cause, upon providing the other party thirty (30) days’ written notice at its address set forth on the signature block of this Agreement. After termination, the City may take possession of all records and data within the Consultant’s possession pertaining to this project, which may be used by the City without restriction. If the City’s use of Consultant’s records or data is not related to this project, it shall be without liability or legal exposure to the Consultant.

VI. DISCRIMINATION. In all Consultant services, programs, activities, hiring, and employment made possible by or resulting from this Agreement, Consultant and its employees, agents, and subcontractors shall not discriminate in violation of and at all times shall comply with 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, and 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 may result in ineligibility for further City agreements.

VII. INDEMNIFICATION. Consultant shall defend, indemnify and hold the City, its officers, officials, employees, agents and volunteers harmless from any and all claims, injuries, damages, losses or suits, including all legal costs and attorney fees, arising out of or in connection with the Consultant's performance of this Agreement, except for that portion of the injuries and damages caused by the City's negligence. The City's inspection or acceptance of any of Consultant's work when completed shall not be grounds to avoid any of these covenants of indemnification. The provisions of this section shall survive the expiration or termination of this Agreement.

In the event Consultant refuses tender of defense in any suit or any claim, if that tender was made pursuant to this indemnification clause, and if that refusal is subsequently determined by a court having jurisdiction (or other agreed tribunal) to have been a wrongful refusal on the Consultant’s part, then Consultant shall pay all the City’s costs for defense, including all reasonable expert witness fees and reasonable attorneys’ fees, plus the City’s legal costs and fees incurred because there was a wrongful refusal on the Consultant’s part.

VIII. INSURANCE. The Consultant shall procure and maintain for the duration of the Agreement, insurance of the types and in the amounts as follows:

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

B. Commercial general liability insurance covering liability arising from premises, operations, independent Consultants, 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.
C. **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.

D. **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.

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

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

**IX. COMPLIANCE WITH LAWS.** Consultant agrees to comply with all federal, state, and municipal laws, rules, and regulations that are now in effect or in the future become applicable to Consultant's business, equipment, and personnel engaged in operations covered by this Agreement or accruing out of the performance of those services.

**X. OWNERSHIP AND USE OF RECORDS AND DOCUMENTS.** Original documents, drawings, designs, reports, or any other records developed or created under this Agreement shall belong to and become the property of the City. All records submitted by the City to the Consultant will be safeguarded by the Consultant. Consultant shall make such data, documents, and files available to the City upon the City’s request.

**XI. CITY'S RIGHT OF INSPECTION.** Even though Consultant is an independent contractor with the authority to control and direct the performance and details of the work authorized under this Agreement, the work must meet the approval of the City and shall be subject to the City's general right of inspection to secure satisfactory completion.

**XII. WORK PERFORMED AT CONSULTANT'S RISK.** Consultant shall take all necessary precautions and shall be responsible for the safety of its employees, agents, and subcontractors in the performance of the contract work and shall utilize all protection necessary for that purpose. All work shall be done at Consultant's own risk, and Consultant shall be responsible for any loss of or damage to materials, tools, or other articles used or held for use in connection with the work.
XIII. MISCELLANEOUS PROVISIONS.

A. Non-Waiver of Breach. The failure of the City to insist upon strict performance of any of the covenants and agreements contained in this Agreement, or to exercise any option conferred by this Agreement in one or more instances shall not be construed to be a waiver or relinquishment of those covenants, agreements or options, and the same shall be and remain in full force and effect.

B. Resolution of Disputes and Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. If the parties are unable to settle any dispute, difference or claim arising from the parties’ performance of this Agreement, the exclusive means of resolving that dispute, difference or claim, shall only be by filing suit exclusively under the venue, rules and jurisdiction of the King County Superior Court, King County, Washington, unless the parties agree in writing to an alternative dispute resolution process. In any claim or lawsuit for damages arising from the parties' performance of this Agreement, each party shall pay all its legal costs and attorney's fees incurred in defending or bringing such claim or lawsuit, including all appeals, in addition to any other recovery or award provided by law; provided, however, nothing in this paragraph shall be construed to limit the City's right to indemnification under Section VII of this Agreement.

C. Written Notice. All communications regarding this Agreement shall be sent to the parties at the addresses listed on the signature page of the Agreement, unless notified to the contrary in writing. Any written notice shall become effective three (3) business days after the date of mailing by registered or certified mail and shall be deemed sufficiently given if sent to the addressee at the address stated in this Agreement or such other address as may be later specified in writing pursuant to this Section.

D. Assignment. Any assignment of this Agreement by either party without the written consent of the non-assigning party shall be void.

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

F. Entire Agreement. The written provisions and terms of this Agreement, together with any attached Exhibits, shall supersede all prior verbal statements of any officer or other representative of the City, and such statements shall not be effective or be construed as entering into or forming a part of or altering in any manner this Agreement. Should any language in any of the Exhibits to this Agreement conflict with any language contained in this Agreement, the terms of this Agreement shall prevail.

G. Public Records Act. The Consultant acknowledges that the City is a public agency subject to the Public Records Act codified in RCW Chapter 42.56 and documents, notes, emails, and other records prepared or gathered by the Consultant in its performance of this Agreement may be subject to public review and disclosure, even if those records are not produced to or possessed by the City of Covington. As such, the Consultant agrees to cooperate fully with the City in satisfying the City’s duties and obligations under the Public Records Act.

H. City Business License Required. Prior to commencing the tasks described in Section I, Consultant agrees to provide proof of a current City of Covington business license pursuant to Chapter 5.10 of the Covington Municipal Code.
I. Counterparts and Signatures by Fax or Email. This Agreement may be executed in any number of counterparts, each of which shall constitute an original, and all of which will together constitute this one Agreement. Further, upon executing this Agreement, either party may deliver the signature page to the other by fax or email and that signature shall have the same force and effect as if the Agreement bearing the original signature was received in person.

IN WITNESS, the parties below execute this Agreement, which shall become effective on the last date entered below. All acts consistent with the authority of this Agreement and prior to its effective date are ratified and affirmed, and the terms of the Agreement shall be deemed to have applied.

CONSULTANT:

By: ____________________________
(signature)
Print Name: Brian Sourwine, P.E.
Its: Vice President, Principal
DATE: ____________________________

CITY OF COVINGTON:

By: ____________________________
(signature)
Print Name: Regan Bolli
Its: City Manager
DATE: ____________________________

NOTICES TO BE SENT TO:

CONSULTANT:

Brian Sourwine, P.E.
Gray & Osborne, Inc.
701 Dexter Avenue North, Suite 200
Seattle, WA 98109
(206) 284-0860 (telephone)
(206) 283-3206 (facsimile)

CITY OF COVINGTON:

Bob Lindskov, City Engineer
City of Covington
16720 SE 271st Street, Suite 100
Covington, WA 98042
(253) 480-2467 (telephone)
(253) 480-2401 (facsimile)

APPROVED AS TO FORM:

_______________________________
Kathy Hardy, City Attorney
SCOPE OF SERVICES

CITY OF COVINGTON
SE 256™ STREET: 168TH AVENUE SE TO 173RD AVENUE SE
CULVERT REPLACEMENT AND ROAD WIDENING
CIP 1145

INTRODUCTION

The City of Covington (AGENCY) desires to employ the services of Gray & Osborne, Inc. (CONSULTANT), a qualified engineering consultant, to assist the AGENCY in the development of improvements to the SE 256th Street corridor. As such, the CONSULTANT (and its subconsultants) shall provide engineering and related services necessary to prepare preliminary and final plans, specifications, and cost estimates (PS&E) resulting in construction documents for the bid, award, and construction of the following:

The installation of pavement widening, curb, gutter, planter strip and 8-foot sidewalks on both sides of SE 256th Street from 168th Avenue SE to 173rd Avenue SE. Improvements on SE 256th Street shall also include construction of pavement widening sufficient to provide four 11-foot wide travel lanes, two 5-foot wide bike lanes, one center left turn/median, storm drainage improvements, street illumination, utility undergrounding, utility relocation, landscaping, retaining walls, driveway grading, surface restoration, channelization and signing. The project also includes the replacement of two existing culverts with a new fish-friendly structure at the Little Soos Creek stream crossing and associated riparian and stream buffer improvements. Landscaping within the planter strips and medians will be drought tolerant (no irrigation) similar to the landscaping on SE 256th Street to the immediate west of the project.

The engineering and related services contemplated for this phase of the project (design/bid/award) will include topographic survey and mapping, a geotechnical investigation, identifying and mapping existing rights-of-ways and potential right-of-way needs, a cultural investigation, a critical area delineation, preparation of environmental documents and regulatory permit applications, developing conceptual, preliminary and final PS&E documents, participating in a public involvement process, coordination with funding and regulatory agencies, as well as utility purveyors, and school district, and assisting the AGENCY, as may be desired, with the bid and award phase.

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

Our scope of work is more particularly described below.

Task 1 – Project Management

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

CONSULTANT Responsibilities

1. Contract execution, internal accounting, and auditing.

2. Internal resource management and prioritization of resources.

3. Oversee QA/QC reviews of engineering products to include constructability review, risk management assessment, and identification and pursuit of critical path items.

4. Subconsultant coordination and their contract administration.

5. Preparation of monthly progress reports (to be submitted with monthly invoices).

6. Manage and oversee the schedule of deliverables.
7. Coordinate with King County Flood Control District during the design phase for grant reporting purposes.

8. Attend four meetings with the City to review the project.

Assumptions

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

2. CONSULTANT will transmit a monthly progress letter with each monthly invoice.

AGENCY Responsibilities

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

Deliverables

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


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

Task 2 – Survey and Mapping

Objective: Establish vertical and horizontal control on AGENCY approved datum, and acquire topographical features suitable to support the design and mapping of project corridor. Identify existing right-of-way lines on SE 256th Street, within the project limits, and all intersecting public rights-of-way. Establish approximate property lines based on existing assessor maps/GIS. Identify property addresses of adjoining properties, as well as, the owner’s name based on county assessor information.

CONSULTANT Responsibilities

1. Research and acquire public records of survey, plat maps, assessor maps, and related survey data as may be available from public agencies (King County and AGENCY) this work includes researching and identifying
property owners (of record at county assessor’s office) and addresses of property.

2. Establish vertical and horizontal control for survey and mapping at a scale of 1”=20’ horizontal and 1”=5’ vertical. Datum will be per AGENCY standards/requirements. Coordinate survey work with AGENCY Public Works Department. Provide (set or establish) a minimum of two survey control points for vertical and horizontal control within project area.

3. Call for locates for existing utilities to be field marked prior to field survey.

4. Perform topographical survey of project corridor to include profiling (to 50 feet) of adjacent driveways. Acquire topographical data (including paint marks furnished by locates within right-of-way and approximately 40 feet beyond right-of-way (assuming it is not fenced in and/or property owners refuse access) for mapping and design purposes. Acquire topographical data at all street intersection “legs.” Topographical data shall include surface grades, pavement edges, utilities (visually obvious and/or painted surfaces during site survey), utility structures, hydrants, valves, fences, mailboxes, walls, major trees and significant landscaping, walkways, major grade breaks, and any other pertinent physical features, found in the project area deemed necessary to adequately map the project area for the purpose of designing a project of this nature. Perform topographic survey of 200 linear feet of the existing upstream and downstream channel, stream/critical area/delineation markings, culvert inlet and outlet inverts.

5. Map survey data and show pertinent topographical features and existing right-of-way of SE 256th Street (within project limits). The map shall be suitable for use in preparing and certifying a right-of-way map for submittal to AGENCY and for future submittal to WSDOT Local Programs should the City obtain FHWA funds for a future phase, and for preparing the project plans.

Assumptions

1. AGENCY may elect to notify abutting property owners within the project corridor and alert them of our survey work. The AGENCY will be provided an opportunity to notify property owners and the CONSULTANT shall give the AGENCY a 10-day minimum notice prior to commencing survey on site.

2. Access onto private properties will not be prevented in order to acquire the data described above. Where access is denied, this data shall not be
acquired or mapped. CONSULTANT assumes survey can be performed on a continuous basis and not piecemealed due to multiple site visits caused by property owners preventing access.

3. The development and/or recording of a “Record of Survey” is not required or included in this scope of work.

4. AGENCY-approved horizontal and vertical control/datum is available and accessible within 1/4 mile of the project site.

5. It is the intent of the survey and mapping efforts to record and map all pertinent physical features and topography in order to facilitate the design of the project as currently contemplated. Existing utilities abandoned, or “private” utilities that are buried on the site, or unknowingly connect to existing “public systems” will not be shown unless they are discovered during the course of design (record drawings, potholing, unearthed).

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

AGENCY Responsibilities

1. The AGENCY will support survey efforts regarding notification to and inquiries from private property owners.

2. The AGENCY’S Public Works Department will provide to the CONSULTANT any pertinent survey control information they may have in their possession.

3. The AGENCY will specify survey datum to be used for the project.

Deliverables

1. Copy of electronic field data collected for the project as well as copies of any survey notes, calculations, plat maps, assessor maps, etc., pertinent to the project.


Task 3 – Geotechnical

Objective: Provide the services of a qualified geotechnical engineer to provide geotechnical services to include research, visit site, conduct subsurface explorations, analyze soil conditions, and provide design recommendations to assist in the development of the project design, as more particularly described below.

Subconsultant (PanGEO, Inc.) Responsibilities

1. Site Reconnaisance – Perform a site reconnaissance along the project alignment to observe the existing surface conditions that may affect the proposed improvements, and to select the locations of our subsurface explorations. As part of our site reconnaissance, PanGEO will review published area geology maps to gain an understanding of the general site conditions.

2. Coordination for Field Exploration – PanGEO will prepare a site plan indicating the approximate locations of our explorations, a proposed traffic control plan, and a description of our proposed exploration equipment and methods to be submitted to the City for approval. PanGEO will also mark the locations of all boring locations in the field and call for an underground utility locate. All field activities will be coordinated through Gray & Osborne.

3. Subsurface Exploration – PanGEO will drill a total of six test borings along the project alignment. The test borings will be generally drilled to about maximum depth of about 10 to 20 feet deep, except the boring near the existing culvert which will be drilled to about 50 feet deep to provide information for foundation design of a possible replacement bridge or culvert. Standard Penetration Tests will be conducted in the test borings to evaluate the density of the site soils. The boring locations will be selected on a later date, after completion of the site reconnaissance, and consultations with Gray & Osborne and the City.

4. Laboratory Tests – Conduct geotechnical laboratory tests on representative soil samples collected from the test borings. At this time, PanGEO anticipates the tests to include natural moisture contents, grain size distribution, and Cat-ion Exchange Capacity.

5. Meeting – PanGEO will meet with Gray & Osborne to discuss our findings and review plans. For budgeting purposes, one meeting is included.

6. Report – A draft report will be prepared and submitted to the project team for review. The draft report will be finalized once PanGEO receives
review comments from the project team. In general, the report will include:

- A site map with approximate boring locations;
- Description of surface conditions;
- A summary of the subsurface conditions, including boring logs;
- Estimated design infiltration rate for the site soils based on grain size distribution. No in-situ infiltration tests are included in our scope of work at this time;
- Recommendations for sidewalk subgrade preparations, including sidewalks with conventional concrete and pervious concrete;
- Recommendations for trenching and backfill;
- Recommendations for retaining walls;
- Recommendations for a replacement culvert or bridge; and
- General earthwork recommendations as needed.

7. **Post-Report Consultation** – PanGEO will provide additional consultation to assist your designers with the design and preparation of plans and specifications.

**Assumptions**

1. AGENCY will provide any pertinent existing geotechnical information not previously prepared by PanGEO. PanGEO shall be able to rely on this information for their preliminary review and analysis.

2. CONSULTANT and AGENCY will review geotechnical engineer’s letter report and consider/evaluate comments provided by geotechnical engineer in QA/QC reviews/team meetings. PanGEO, Inc. shall attend and participate at 90 percent QA/QC meeting.

3. AGENCY will allow the borings to take place during normal working hours.
AGENCY Responsibilities

1. AGENCY will provide pertinent existing geotechnical information as may be known to exist.

2. AGENCY will provide timely review and comment on the geotechnical engineer’s geotechnical report as may be applicable.

3. AGENCY may, at their option, attend and participate in 90 percent QA/QC meeting at which the geotechnical engineer participates.

Deliverables

1. Geotechnical Report (draft and final).

Task 4 – Cultural Investigation

Objective: Perform a cultural investigation and send it to DAHP/Tribes as part of the Section 106 requirements.

Subconsultant (Cultural Resource Consultants (CRC)) Responsibilities

1. **Subtask 1 – Area of Potential Effects (APE) Assistance** – CRC will assist with establishing the Area of Potential Effects (APE) for this project.

2. **Subtask 2 – Background Research** – CRC will conduct a search of site files recorded at Washington Department of Archaeology and Historic Preservation (DAHP); review of relevant correspondence between the project proponent, stakeholders and DAHP; and, review of pertinent environmental, archaeological, ethnographic and historical information appropriate to the project area from a variety of available resources.

3. **Subtask 3 – Tribal Contact** – CRC will contact the cultural resources staff of tribes that may have an interest in the project area. This communication is intended to inform the cultural resources assessment and does not constitute government-to-government consultation.

4. **Subtask 4 – Field Identification** – CRC will provide monitoring during geotechnical test pits at the project location for identification of archaeological and historical resources and, if necessary, excavation of shovel test probes or other exploratory excavations in environments that might contain buried archaeological deposits. Field methods will be consistent with DAHP guidelines.
5. **Subtask 5 – Documentation of Findings** – CRC will document and record archaeological and historic sites within the project area, including preparation of Washington State archaeological and/or historic site(s) forms. Documentation will be consistent with DAHP standards.

6. **Subtask 6 – Cultural Resources Assessment Report** – CRC will prepare a technical memo describing background research, field methods, results of investigations, and management recommendations. The report will provide supporting documentation of findings, including maps and photographs, and will conform to DAHP reporting standards. Report and support materials will be provided electronically.

**Assumptions**

1. This budget assumes 1 day of cultural resource monitoring during the geotechnical investigation.

2. This scope assumes that no more than one unrecorded archaeological site or one unrecorded historic site will be identified within the project area. It would be necessary to adjust the budget if additional sites are found. This budget was prepared with the assumption that no shovel test probes would be excavated. If extensive archaeological deposits are encountered or if additional shovel test probes are warranted within the project area it may be necessary to modify this agreement to accommodate additional investigations for purposes of site identification.

3. This scope assumes that all relevant project information, prior reports including geotechnical reports, historic/architectural reports, design plans, and project maps in addition to relevant project correspondence with DAHP or other agencies requesting this assessment and/or Tribal cultural resources staff will be provided with the signed Agreement so that CRC may begin this project immediately upon receipt of signed agreement.

4. This scope does not include additional services for impact mitigation regarding archaeological or historic sites.

5. This scope assumes that no meetings with clients and/or stakeholders will be required.

6. This scope assumes that the property is safe for CRC archaeologist to enter and free of contaminants, health hazards and other unsafe working conditions.

7. If human remains are found within the project area, all CRC field investigations will cease immediately, proper authorities will be notified
and CRC will not resume field investigations until applicable state laws are addressed.

8. CRC assumes the City will submit our report to DAHP (cover page provided; however, the client should include their own cover letter requesting review) within 15 days of receipt of said report for review.

9. No cultural resources study can wholly eliminate uncertainty regarding the potential for prehistoric sites, historic properties or traditional cultural properties to be associated with a project. The information we will present within our reports is based on our years of experience and professional opinions derived from the analysis and interpretation of the documents, records, literature, and information we are able to identify and use within our report, and during our field investigation and observations to be conducted in the process of preparing our technical report. The conclusions and recommendations CRC present will apply to the project conditions existing at the time of our study and those reasonably foreseeable.

Task 5 – Environmental Permitting

Objective: Prepare NEPA Categorical Exclusion Documentation form, SEPA Checklist, JARPA, Ecology Construction Stormwater Permit form, and acquire the various environmental approvals, permits, and environmental clearances necessary to allow construction of the project.

CONSULTANT Responsibilities

1. Attend a NEPA kick-off meeting with WSDOT environmental staff at about 30 percent design prior to starting the NEPA Categorical Exclusion Documentation form.

2. Order Priority Species Forms for the project.

3. Prepare and submit draft and final NEPA Categorical Exclusion Documentation form (Cat-Ex form) for the project to the Region Local Programs Engineer (H&LP) for review and approval. Review and resubmit the Cat-Ex form as necessary after review by H&LP until approval is attained.

4. Perform site reconnaissance along Little Soos Creek, up and down stream of the culvert, to identify the location of the ordinary high water mark, wetlands, steep slopes and other environmental features necessary for survey and culvert design. Complete a brief report of these findings.
including assessment of the culvert replacement impacts to these environmental features and any recommended mitigation.

5. Gather existing data on the stream system and alternatives to replace the existing culvert. Existing data includes the survey and mapping performed as part of Task 2.

6. Prepare the Joint Aquatic Resource Permit (JARPA) comprised of the Hydraulic Project Approval (HPA) from the Washington State Department of Fish and Wildlife, Section 404 Permit from the Army Corps of Engineers, Section 401 Water Quality Certification from the Washington State Department of Ecology.

7. Prepare and submit draft SEPA checklist and revise the document as necessary before preparing final documents for AGENCY processing.

8. Prepare and submit draft Ecology Construction General Stormwater Permit, HPA and JARPA, and revise the documents as necessary before preparing the final draft for AGENCY processing.

Subconsultant (The Watershed Company) Responsibilities

1. Subtask 1 – Critical Areas Documentation

a. Delineate and flag the Ordinary High Water Mark of Little Soos Creek upstream and downstream to a distance of approximately 200-feet from the current culvert ends. Take and record bankfull width measurements.

b. Delineate and flag the encumbering jurisdictional wetland boundaries for known wetlands on either side of 168th Place SE, south of SE 256th, to establish buffer location that may be impacted by the project.

c. Screen the remainder of the SE 256th Street right-of-way plus 20 feet north and south for previously unidentified wetlands.

d. Coordinate with G&O on final roadway design impacts to Little Soos Creek, wetlands and buffers. This includes time for determining local critical areas regulations compliance and federal permit requirements, including stormwater details and mitigation sequencing. This also includes management of task progress tracking.
e. Prepare draft Critical Areas Report, which will include wetland and stream delineation information (methods, findings, ratings, etc.). The report will also outline how the project meets Covington critical areas regulatory requirements.


g. Participate in one on-site meeting with agency and tribal representatives to discuss preliminary design concepts and endeavor to reach agreement on the bankfull width to be used for calculating the crossing structure width.

2. Subtask 2 – Stream Channel and Buffer Restoration (Mitigation) Plan

The mitigation plan will cover in-stream and stream buffer areas disturbed by the project along with any additional areas needed for in-stream wood and substrate placement, invasive plant removal, and/or native revegetation in order to fully meet mitigation requirements and specific requests from local tribes. Requirements for channel conditions within the new culvert or bridge span such as streambed substrate type and configuration will also be researched, and the design plans reviewed and commented on to that end. The mitigation plan will also cover areas adjacent to the roadway that represent temporary clearing impacts associated with construction that are to be restored to a native plant condition post-road reconstruction. Stream channel and buffer restoration area is expected to extend 200 feet upstream and no more than 200 feet downstream of the crossing structure.

a. Coordinate with G&O to identify and quantify temporary and permanent stream and buffer impacts. This also includes management of task progress tracking. Also includes time for initial AutoCAD file coordination and set up.

b. Prepare a draft permit-ready mitigation plan set including site impacts plan, grading plan, stream channel sections and details, gravel substrate mixes with placement areas and depths, log structure type, configuration and anchoring, fish exclusion procedures, planting plan (hatches and quantities), monitoring and maintenance notes, and a project construction sequence. This includes a lump-sum cost estimate and a site visit. This does not include hydraulic or hydrologic modeling.

c. Prepare a final permit-ready mitigation plan based on comments received from City of Covington review staff.
d. Reformat final permit-ready mitigation plan to 8.5" x 11" Corps format for inclusion in the JARPA submittal (by G&O).

e. Prepare a 90% mitigation plan including a 1-foot contour grading plan, detailed channel and log placement design, fish exclusion procedures (coordinated with flow diversion methods and sequence by G&O), detailed planting and soil amendment plan (plant locations), monitoring and maintenance notes, construction sequence, WSDOT bid special provisions for inclusion in G&O spec package, and an itemized cost estimate.

f. Prepare a 100% (final) mitigation plan including a 1-foot contour grading plan, detailed channel and log placement design, fish exclusion procedures (coordinated with flow diversion methods and sequence by G&O), detailed planting plan (plant locations), monitoring and maintenance notes, bid specifications and an itemized cost estimate. Revisions between the 90% plan and the 100% plan include minor changes in quantities and layouts and changes based on City of Covington Public Works review.

3. Subtask 3 – Biological Evaluation Study and Support for JARPA and SEPA

Because the project will include in-water work, stream flow diversions, alterations to the stream channel both upstream and downstream of the existing culverts, and stormwater flow control, treatment, and dispersal methods in close proximity to Little Soos Creek, the project has the potential to affect federally threatened salmonids. Under Section 7 of the Endangered Species Act, federally permitted projects that may affect listed species require consultation with the National Marine Fisheries Service and/or U.S. Fish and Wildlife Service. A qualified fisheries biologist and trained WSDOT BE Author will prepare a Biological Evaluation to accompany the JARPA submittal. The Biological Evaluation will be used by the Corps to initiate consultation with the Services.

a. Coordination with G&O on roadway, crossing structure, and stormwater design. Includes construction methods and timing, flow diversion methods and sequencing, and included impact minimization measures such as temporary sedimentation and erosion control design.

b. Prepare Biological Evaluation, includes agency coordination, as needed (up to 2 hours).
c. Provide up to four hours of JARPA form review and editing assistance to G&O as needed.

d. Provide up to four hours of SEPA form review and editing assistance to G&O as needed.

AGENCY Responsibilities

1. Publish SEPA and publish Department of Ecology Notice of Intent.

2. AGENCY will pay all publishing and permit fees.

Deliverables

1. One hard copy and one electronic copy of the SEPA checklist, NEPA Cat-Ex form, HPA Application, JARPA Application and Ecology Construction General Stormwater Permit Application.

Task 6 – Utility Coordination/Hydrologic and Hydraulic Analysis (Storm)

Objective: Acquire record drawings and map information from utility companies known to provide service in the project corridor. Coordinate with utilities for utility relocation and utility undergrounding. Conduct a stormwater site plan of the tributary area, and size storm facilities to meet water quality and flow control requirements detention/treatment and/or infiltration for this project.

CONSULTANT Responsibilities

1. Provide written requests for all utility companies known to provide utility service in the project area.

2. Review data provided by utility companies and incorporate into design products and future phases of the project as may be applicable.

3. Conduct hydrologic/hydraulic modeling and prepare a stormwater site plan, based on review of survey data acquired for this project, and contour maps and surface water comprehensive maps and plans provided by AGENCY. This analysis shall be used to develop hydraulic data to determine pipe size and slope recommendations for collection and to identify water quality and flow control requirements for surface flows tributary to the SE 256th Street (within project area).

4. Send utility companies plans at concept, 60 percent, and 90 percent design levels for review. Incorporate utility plans for relocation and undergrounding of utilities into the plans including joint trench, conduit,
vaults and pedestals, force main, temporary bypass and water main reconstruction.

5. Coordinate with utility companies to request potholing of their utilities.

Assumptions

1. Utility companies will provide requested information in a timely manner.

2. No potholing is included in this scope. Potholing to be performed by the utilities.

3. One-Call is used for painted locates per Task 2.

4. The City will arrange permission for entry into private properties as needed.

5. Other that the two known wetlands, no other wetlands are anticipated within the project area. Additional delineation, flagging, rating and reporting of discovered wetlands would be under a contract amendment.

6. All wetland and stream reporting information will be presented in the CAR, separate delineation reports will not be prepared under this scope.

7. No direct impacts to wetlands or wetland buffers will be realized by the project. Known wetlands at the 168th Place SE intersection can be avoided because roadway widening will not increase in this location. No other wetlands are known in the corridor – see assumption, 2, however.

8. No wetland or wetland buffer mitigation plans, bank/ILF program use documents or other mitigation forms will be prepared for the project. If impacts are to be realized by the project, additional plans can be prepared under a contract amendment.

9. Stream buffers will be impacted by the project and we assume buffer mitigation for such impacts will take place within Crystal View Park.

10. The Not-to-Exceed (NTE) figures above assume project efficiencies of conducting all tasks together; they are not stand-alone figures.

11. Project duration will not exceed six months, or if staggered, six billing cycles. If work conducted on this project extends for a period of more than six months, hourly rates may be adjusted to reflect current rates.
12. This proposal assumes that once the roadway design is determined under Task 1, step 4 (above), no future changes to the design involving components that would change the mitigation approach or extent, will take place. Rework on the mitigation plan necessitated by such changes is not included in this proposal.

13. Other than a meeting and minor coordination with local tribes, electronic coordination or communication with local, state or federal agencies would be handled by G&O and is not included. Other than described above, additional in-person meetings with regulatory agencies are assumed to be unnecessary and are not included, except as specified in the scope.

14. A response to agency or tribal comments received after submittal will be accommodated to the extent remaining budget allows. Lengthy or multiple responses to extensive comments, such as those that may arise out of tribal consultation, ESA consultations or questions related to appropriateness of the mitigation plan and approach, are not included.

15. This proposal includes general coordination with the project team via email and phone by The Watershed Company. In-person meetings with the project team and/or jurisdictional agencies are not included unless specified above.

AGENCY Responsibilities

1. AGENCY to provide maps and pertinent information on existing infrastructure and contour mapping as may be available. AGENCY to provide contour and topographical data from previous aerial mapping as well as any pertinent storm modeling of storm subbasins as may be available.

2. AGENCY will identify any known differences in downstream systems.

Deliverables

1. Upon AGENCY request, CONSULTANT will provide copy of any utility infrastructure record drawings or as-built drawings received from utility companies.
Task 7 – Preliminary Design

Objective: Use information generated in Tasks 1 through 6 to develop a preliminary designs for the proposed improvements for the AGENCY’S evaluation, review, and comment.

CONSULTANT Responsibilities

1. Develop a strip map of the project corridor plan view to include survey data and pertinent utility information. Mapping products will be used in development of conceptual design for proposed features to include pavement, concrete curb and gutter, curb ramps, sidewalk, retaining walls, landscaping, culvert structure and storm improvements.

2. Develop a detailed cost estimate of the concept design for AGENCY review and comment.

3. Prepare preliminary (60%) plans, specifications and cost estimates for AGENCY and WSDOT review.

4. Prepare illumination design using AGI 32 software.

Assumptions

1. Strip maps will be prepared at 1"=20' full size and at scale suitable for inclusion in reports.

2. Plan and profile sheets will be at a scale of 1"=20' horizontal and 1"=5' vertical.

3. Specifications will be in WSDOT format referencing the 2018 Standard Specifications.

AGENCY Responsibilities

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

Deliverables

1. One full-size (1"=20') strip map with concept design shown.

2. Two copies of the preliminary (60%) plans, specifications and cost estimates.
Task 8 – Public Involvement

Objective: Solicit public input on project for AGENCY evaluation in developing project. Assist the AGENCY Project Manager in the Public Involvement Process.

CONSULTANT Responsibilities

1. Coordinate with AGENCY Project Manager for public involvement process which will consist of one public meeting (near the end of preliminary phase). Review strip map of preliminary design with aerial photograph, exhibits, schedule, etc. (CONSULTANT-generated products) for use in the meeting.

2. Conduct and/or participate in the public meeting as desired by the AGENCY Project Manager to include verbal presentation, answering questions, preparing and providing information and comment sheets.

3. Prepare memorandum to AGENCY Project Manager regarding CONSULTANT Project Manager’s general observation of public meetings. Memorandum will include copy of sign-in sheet and any comment sheets turned in.

Assumptions

1. Public meeting will be scheduled by the AGENCY, to include location, time, and meeting room accommodations.

2. Strip map and exhibits will be prepared for display only (not handouts).

3. The meeting will be for 2 hours or less.

4. No council meeting attendance is required.

AGENCY Responsibilities

1. AGENCY will provide timely comments on draft information, exhibits, etc., generated by CONSULTANT to be used in public meeting.

2. AGENCY will secure public meeting site and notify participants.

3. AGENCY will participate in public meeting.
Deliverables

1. Strip map with concept at 1"=20' scale, project schedule (22" x 34"), typical cross section (22" x 34"), and supporting documentation for public meeting.

Task 9 – Semifinal Design (90%)

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

1. Prepare and submit project specifications (two copies) to include proposal, contract, and bonding forms. This work assumes project specifications (including Special Provisions) will be based on the WSDOT Standard Specifications for Road, Bridge and Municipal Construction (2018). The AGENCY shall be responsible for reviewing and approving the documents. Prepare and submit updated and detailed engineering construction cost estimate at interval listed above for AGENCY review.

2. Prepare two copies of preliminary plans/drawings (to include special details). The plans will incorporate applicable AGENCY design standards, WSDOT design standards, MUTCD standards, and AASHTO Manual guidelines. Where conflicts exist between standards, the AGENCY will provide direction or request the CONSULTANT’s recommendation.

Deliverables

1. Two sets of 90 percent specifications.

2. Two sets of 90 percent project plans. Plan set will include title sheet, index sheet/legend/vicinity map/etc., road and stormwater plan and profile sheets, culvert plan/profile/section, stream channel enhancement, curb ramp plan, cross-section sheets, typical “street” section sheets, paving sheets, illumination, utility undergrounding, channelization and signing plan sheets, TESC sheets, traffic control sheets, and miscellaneous detail sheets.

Task 10 – Final Design

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

1. Send final plans and specifications to King County Flood Control District for their approval.
2. Prepare and submit final project plans (two copies) to AGENCY to include incorporation of all previous applicable and relevant AGENCY comments. Revise contract documents to incorporate final AGENCY and King County Flood Control District comments (as applicable).

3. Prepare and submit final project specifications (two copies) to include contract, proposal, bonds, and insurance requirements, per AGENCY review and direction. Incorporate revisions or all previous applicable and relevant AGENCY comments. Prepare final and detailed engineer’s construction cost estimate.

Task 11 – Quality Assurance/Quality Control

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

1. Conduct three QA/QC reviews at 5 percent (kickoff meeting), 60 percent (preliminary design) and 90 percent (semi-final design) by key design team members to solicit comments, recommendations, and suggestions regarding engineering products, constructability issues, critical path items, risk management, and quality of product. AGENCY will be invited to participate.

Task 12 – Management Reserve Fund

Due to the complexity and character of the project, the AGENCY may require additional services from the consultant for unanticipated and/or out of scope work items which could include, but are not limited to, changes/additions to environmental documents, geotechnical investigations, right-of-way or easement acquisition, and utility improvements. The consultant shall not proceed with the work under this task until the AGENCY reviewed consultant proposal for the additional work, has further authorized the work, and issued the consultant a notice to proceed with the work.

CONSTRUCTION MANAGEMENT SERVICES

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

**ENGINEERING SERVICES**

**SCOPE AND ESTIMATED COST**

*City of Covington - SE 256th Street Culvert Replacement and Road Widening Project, CIP No. 1145*

<table>
<thead>
<tr>
<th>Tasks</th>
<th>Principal Hours</th>
<th>Project Manager Hours</th>
<th>Project Engineer Hours</th>
<th>Civil Eng. Hours</th>
<th>Structural Eng. Hours</th>
<th>Environmental Tech./Specialist Hours</th>
<th>Engineer-In-Training Hours</th>
<th>AutoCAD/GIS Tech./Eng. Intern Hours</th>
<th>Professional Land Surveyor Hours</th>
<th>Field Survey (2 person) Hours</th>
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**Hour Estimate:** 68 424 672 836 140 104 56 612 32 140

**Direct Billing Rate Range:** $35 to $57 $33 to $57 $33 to $45 $30 to $39 $31 to $52 $25 to $35 $25 to $38 $13 to $37 $15 to $42 $50 to $66

**Estimated Direct Billing Rate:** $56 $49 $40 $36 $48 $35 $30 $27 $42 $60

**Direct Labor Cost:** $3,808 $20,776 $26,880 $30,096 $6,720 $3,640 $1,680 $16,524 $1,344 $8,400

**Total Direct Labor Cost (DLC):** $119,868

**Indirect Labor Costs (Overhead) @183.69% x DLC:** $220,186

**Fee @ 30% x DLC:** $35,960

- Mileage & Expenses (Mileage @ current IRS rate)
  - Printing $700

- Subconsultant:
  - PanGEO $16,722
  - Cultural Resource Associates $3,225
  - The Watershed Company $63,930

**SUBTOTAL ESTIMATED COST:** $468,591

**Management Reserve Fund (MRF):** $10,000

**TOTAL ESTIMATED COST (WITH MRF):** $478,591

*Actual labor cost will be based on each employee's actual rate. Estimated rates are for determining total estimated cost only.*
SUBJECT:  CONSIDER APPOINTMENT TO OPENING ON THE PLANNING COMMISSION

RECOMMENDED BY:  Richard Hart, Community Development Director

ATTACHMENTS:  See Interview Schedule and Applications provided separately.

PREPARED BY:  Joan Michaud, Senior Deputy City Clerk

EXPLANATION:
Council interviewed four applicants for one opening on the Planning Commission on April 10, 2018. The opening is for a partial term replacement. The applicant may reside in Covington or within the three-mile radius or Covington city limits.

<table>
<thead>
<tr>
<th>Name of Applicant</th>
<th>Resides</th>
<th>Attendance Last 12 Months</th>
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<tbody>
<tr>
<td>Jennifer Harjehausen (current</td>
<td>Covington</td>
<td>83% of Arts Commission meetings</td>
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<td>member of Arts Commission)</td>
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<td>Lydia Faitalia</td>
<td>Covington</td>
<td>N/A</td>
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<tr>
<td>Jared Koukal</td>
<td>Covington</td>
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<tr>
<td>Kathy Fosjord (current member of</td>
<td>Within 3-mile radius</td>
<td>75% of CEDC meetings</td>
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<td>CEDC)</td>
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NOTE: Ordinance No. 25-01 “Membership in the Planning Commission shall be limited to residents within the City; provided, however, at any given time the Commission may consist of a maximum of two members who reside outside the City, but within a three-mile radius of the city limits of Covington.

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

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

Councilmember _____________ moves, Councilmember _____________ seconds, to appoint ________________ to fill an open replacement position on the Planning Commission with a term expiring August 31, 2019.

REVIEWED BY:  City Manager
               Community Development Director
SUBJECT: CONSIDER APPOINTMENT TO THE HUMAN SERVICES COMMISSION

RECOMMENDED BY: Julie Johnston, Personnel & Human Services Planner

ATTACHMENTS: See applications provided separately.

PREPARED BY: Joan Michaud, Senior Deputy City Clerk

EXPLANATION:
Council interviewed three adult applicants for one adult opening on the Human Services Commission on April 10, 2018. The opening is for a partial term replacement. The applicant may reside or work in Covington or reside within the three-mile radius or Covington city limits.

The Human Services Commission additionally has two vacant positions for youth (ages 14 to 18). After extensive advertisement, as of this date, no youth have applied.

<table>
<thead>
<tr>
<th>Name of Applicant</th>
<th>Resides</th>
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<tbody>
<tr>
<td>Dawn Allen</td>
<td>Covington</td>
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<tr>
<td>Lydia Faitalia</td>
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<tr>
<td>Jared Koukal</td>
<td>Covington</td>
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</tbody>
</table>

NOTE: Ordinance Nos. 10-13, 04-05 § 1, and 22-02 § 1) Membership, terms, residence requirement: “Three members shall be adults residing or working within the City of Covington, two shall be adults residing inside or outside of the City of Covington but within a three-mile radius of the City limits and two shall be youth members between the ages of 14 and 18 years at the start of their terms residing in or within a three-mile radius of the City of Covington.

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

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

Councilmember __________ moves, Councilmember __________ seconds, to appoint __________________ to fill adult Position No. 3 on the Human Services Commission with a term expiring March 31, 2019.

REVIEWED BY: Personnel & Human Services Planner
City Manager
SUBJECT: CONSIDER APPOINTMENT TO OPENING ON THE COVINGTON ECONOMIC DEVELOPMENT COUNCIL (CEDC).

RECOMMENDED BY: Regan Bolli, City Manager

ATTACHMENT(S): See Interview Schedule and Application provided separately.

PREPARED BY: Joan Michaud, Senior Deputy City Clerk

EXPLANATION:
There is currently one opening on the Covington Economic Development Council that is to be appointed by the Covington City Council. Two applications have been received. The Council interviewed those applicants on Tuesday, April 10.

<table>
<thead>
<tr>
<th>Name of Applicant</th>
<th>Resides/Works</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lydia Faitalia</td>
<td>Resides in Covington</td>
</tr>
<tr>
<td>Jared Koukal</td>
<td>Resides in Covington</td>
</tr>
</tbody>
</table>

ALTERNATIVES:
Not appoint at this time and direct staff to continue to advertise for additional applicants.

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

Council member _____________ moves, Council member _______________ seconds, to appoint _______________ to fill a position on the Covington Economic Development Council with a term expiring July 31, 2019.

REVIEWED BY: City Manager
SUBJECT: COVINGTON COMMUNITY PARK STORAGE CONTAINER ART SELECTION

RECOMMENDED BY: Arts Commission

ATTACHMENT(S):
1. City of Covington, Call for Artist Entry
2. “Flow” by Joy Hager

PREPARED BY: Pat Patterson, Recreation Cultural Arts Manager

EXPLANATION:
The purpose of this agenda item is for council to review and approve the Arts Commission’s recommendation of the graphic design “Flow” by artist Joy Hager. The artist’s design will be fabricated onto vinyl and wrapped over the newly installed storage unit at Covington Community Park to visually beautify all four vertical sides of the structure.

At their December 14, 2017 meeting, the Arts Commission finalized the language for the city’s call for artists. The call was sent to 430 artists. Eleven pieces of art were submitted to the city for consideration. An art selection panel consisting of the Arts Commission and two guest artists independently reviewed and rated each piece of art with a numerical value ranging from one to seven. Each member of the panel rated the same piece of art as their first choice. The panel unanimously selected the graphic design “Flow” by artist Joy Hager as their recommendation to council for placement at Covington Community Park.

ALTERNATIVES:
1. Direct the Arts Commission to do further research and return at a later date with an updated recommendation.
2. Reject the recommended artwork and direct the Arts Commission to run another selection process.
3. Reject the Arts Commission’s recommendation and proceed no further.

FISCAL IMPACT:
The current estimated cost of the proposed project includes: artist stipend ($500), installation ($7,000) and contingency ($750).

CITY COUNCIL ACTION: Ordinance Resolution Motion Other

Council member ___________ moves, Council member ___________ seconds, to authorize the selection of the graphic design “Flow” by artist Joy Hager as recommended by the Arts Commission for installation on the storage container at Covington Community Park.

REVIEWED BY: Parks and Recreation Director; City Manager
Covington Arts Commission

City of Covington Call for Artist Entry

The City of Covington and the Covington Arts Commission announces a Call for Artists’ designs to transform a new Storage Unit for Covington Community Park. This project will utilize a public art application to enhance the Park’s visual landscape. The City and Arts Commission seek artists to help beautify Covington Community Park by transforming a (10’W x 25’L x 8’6”H, see Images 1 & 2) storage unit which will be placed into Covington Community Park in May of 2018. Artist designs will be fabricated on vinyl and wrapped over the storage unit to visually beautify all four vertical sides of the structure and help deter graffiti and vandalism.

The Commission is seeking applicants who are both professional and emerging visual artists residing in Washington State to use their talents as painters, photographers, graphic designers or illustrators to help improve this structure. Accepted artwork must be able to be translated and digitally reproduced into a vinyl wrap format which will be installed directly onto the storage unit.

All work submitted must be of original design and reflect the theme of “water, air, earth”. Artists should keep in mind the size and structure of the storage unit when submitting entries.

Image 1. Plan View

Image 2. Surface Detail

Exterior ribs

Installation location will be at the Covington Community Park, 17649 SE 240th Street, Covington WA. 98042.

The storage container will be located just beyond the south end of the existing parking lot in the northwest corner of the park.

Artist are encouraged to visit the site and consider the setting.
Selection will be based on the following criteria:

- Artist merit and graphic strength of proposed design(s)
- Contribution to esthetic and interpretation of City Art theme "water, air, earth"
- Ability of design to be translated onto a container wrap design
- Completeness of application as noted in submission requirements
- Ability to produce work within agreed timeframe

Artist materials will be reviewed by the Arts Commission committee including representatives from the community, and arts professionals. Artists selected will be paid a ($500) stipend for approved work and unlimited licensing use rights of that design for the program to enable reproduction onto traffic and box wraps. The City of Covington will be responsible for fabrication and installations of the final product and these are not part of the artist’s work.

All artwork submitted must be appropriate for viewing by all age groups and viewing in a public space. Designs that incorporate commercial advertisements will not be considered. The program also aims to deter graffiti and vandalism, and designs should not mimic or take the style of graffiti.

Submission requirements

Respondents should submit the following materials to Pat Patterson, pnatterson@covingtonwa.gov, 253-460-2482, or in person to the City offices during business hours by 3:00PM, March 13, 2018:

1. Artist name, point of contact name, mailing address, telephone number, email address and website.
2. One-page statement of interest briefly addressing the concept, design and how you approached the project.
3. One-page resume or curriculum vitae.
4. Annotated list of images. Please include artist name as heading, and brief description of each image including title and original medium.
5. Submission of a maximum of 5 designs for consideration. Original work can be created in any medium but must be submitted as a high-resolution image, JPG file at 100 dpi for review by selection panel, minimum 800x600, maximum 1600 x1200.

5a. Final print ready files must be available if selected following these guidelines:
   - Formatted and edited using either Adobe Illustrator, Lightroom or Photoshop
   - Incorporation of a one-inch bleed for surface to be covered
   - Highest quality resolution without loss of integrity or quality

5b. After selection, non-digital original art may also be submitted for digital reproduction by the vinyl wrap fabricator.
Timeline:

Jan 4, 2018  Announcement of call to artists
Mar 13, 2018 Submission cutoff – 3:00PM PST
Mar 20, 2018 Selection Committee submissions review
Mar 28, 2018 Selected artist contacted
Apr 1 – 20  High resolution photography of non-digital work, if necessary
Apr 20, 2018 Box Wrap fabrication
May 2018  Installation

Disclaimer

The City of Covington and Covington Arts Commission reserves the right to delay or reschedule the conduct of, cancel, or reissue this Call for Artists for any reason it deems necessary to do so.

Applicants will be advised in the event of a delay, cancellation or reassurance.

The City of Covington and Covington Arts Commission does not discriminate on the basis of race, color, age, ethnicity, religion, national origin, sexual orientation, gender identity, sex, marital status, or disability.
DISCUSSION OF FUTURE AGENDA TOPICS:

7:00 Tuesday, April 24, 2018 Regular Meeting

(Draft Agenda Attached)
CALL CITY COUNCIL REGULAR MEETING TO ORDER

ROLL CALL/PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

PUBLIC COMMUNICATION

- National Water Safety Month Proclamation – May 2018 (Bahl)
- Arbor Day Proclamation (Laura Morrissey)

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: April 10, 2018 Special & Regular Meetings (Scott)
C-2. Vouchers (Hendrickson)

REPORTS OF COMMISSIONS

- Economic Development Co-Chair Josh Lyons
- Youth Council Member
- Human Services Chair Leslie Hamada
- Arts Chair Ed White
- Parks & Recreation Chair Laura Morrissey
- Planning Chair Chele Dimmett

PUBLIC HEARING

1. Receive Public Testimony and Consider Ordinance Extending Interim Zoning Regulations for Sign Code (Hart)

NEW BUSINESS

2. Approve 2018 Comprehensive Plan Docket (Hart)
3. Review Financial Strategy Report from ECONorthwest (Hendrickson)

FUTURE AGENDA ITEMS

COUNCIL/STAFF COMMENTS
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).