CITY OF COVINGTON
CITY COUNCIL SPECIAL MEETING AGENDA – 6:20 P.M.
CITY COUNCIL REGULAR MEETING AGENDA – APPROXIMATELY 7:00 P.M.

www.covingtonwa.gov

Tuesday, November 26, 2019                                                                                             City Council Chambers
7:00 p.m.                                                                                            16720 SE 271st Street, Suite 100, Covington

Note:  City Council will interview applicants for the Youth Council beginning at 6:20 p.m.

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

OATH OF OFFICE TO NEWLY ELECTED COUNCILMEMBER

ROLL CALL/PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

PUBLIC COMMUNICATION

• Presentation on Expanded Property Tax Reduction Program (Assessor John Wilson)
• Presentation on Green River College Small Business Administration Grant (Kevin Grossman)

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.

NOTICE to all participants: Pursuant to state law, RCW 42.17A.555, campaigning for any ballot measure or candidate in City Hall and/or during any portion of the council meeting, including the audience comment portion of the meeting, is PROHIBITED.

APPROVE CONSENT AGENDA

C-1. Minutes: October 22, 2019 Special & Regular Meetings (Scott)
C-2. Vouchers (Parker)
C-3. Authorize City Manager to Execute Agreement with Transpo Group, Inc. for Design of SR516 and Covington Way Intersection Improvements (CIP 1063) and Submit Local Agency Agreement Supplement to Washington State Department of Transportation for Design Funding (Lindskov)
C-4. Authorize the City Manager to Execute a King County Puget Sound Emergency Radio Network (PSERN) Radio End User Service Level Agreement (Jenkins)

REPORTS OF COMMISSIONS

• Economic Development Council
• Parks & Recreation Commission
• Planning Commission
• Youth Council
• Human Services Commission
• Arts Commission
PUBLIC HEARING
1. To Receive Public Testimony on Proposed Fiscal Year 2020 Operating and Capital Budget (Parker)

NEW BUSINESS
2. Consider Appointments to Youth Council (Council)
3. Consider Ordinance to Set the 2019 Property Tax Levy for Collection in 2020 (Parker)
4. Consider Ordinance Authorizing a Property Tax Increase in Terms of Both Dollars and Percentages to be Collected in the 2020 Tax Year as Required by RCW 84.55.120 (Parker)
5. Discuss Outcome of November 2019 Fireworks Advisory Vote (Council)

FUTURE AGENDA ITEMS

COUNCIL/STAFF COMMENTS

PUBLIC COMMENT See guidelines 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: OCTOBER 22, 2019 CITY COUNCIL SPECIAL MEETING-JOINT STUDY SESSION WITH ARTS COMMISSION MINUTES AND OCTOBER 22, 2019 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 X Motion _____ Other

Councilmember ________ moves, Councilmember ________ seconds, to approve the October 22, 2019 City Council Special Meeting-Joint Study Session with Arts Commission and October 22, 2019 City Council Regular Meeting Minutes.

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The Special Meeting - Joint Study Session with Arts Commission was called to order in the City Council Chambers, 16720 SE 271st Street, Suite 100, Covington, Washington, Tuesday, October 22, 2019, at 6:00 p.m., with Mayor Wagner presiding.

COVINGTON COUNCILMEMBERS PRESENT:
Jeff Wagner, Joseph Cimaomo, Jennifer Harjehausen, Fran Hollums, Marlla Mhoon, and Sean Smith.

COVINGTON COUNCILMEMBERS ABSENT:
Margaret Harto.

ARTS COMMISSIONERS PRESENT:
Patti Melton, Marita Ledesma, and Marrina Vaessen.

ARTS COMMISSIONERS ABSENT:
Lilianna Hernandez.

COVINGTON STAFF PRESENT:
Don Vondran, Public Works Director/Acting City Manager; Pat Patterson, Recreation & Cultural Arts Manager; and Sharon Scott, City Clerk/Executive Assistant.

CALL TO ORDER:
Mayor Wagner called the special meeting to order at 6:00 p.m.

ITEMS FOR DISCUSSION:
1. Arts Commission Projects – 2019 in Review. Chair Marita Ledesma and Secretary Patti Melton gave the presentation on this item.

2. Arts Commission Recommendations for Utility Box Art. Chair Ledesma and Secretary Melton also gave the presentations on this item with participation from Commissioner Marina Vaessen.

3. Open Discussion.

ADJOURNMENT:
There being no further business, the special meeting was adjourned at 6:40 p.m.

Prepared by:      Submitted by:
__________________________________      ________________________
Joan Michaud      Sharon Scott
Sr. Deputy City Clerk     City Clerk
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, October 22, 2019, at 7:00 p.m., with Mayor Wagner presiding.

COUNCILMEMBERS PRESENT:
Jeff Wagner, Joe Cimaomo, Jennifer Harjehausen, Margaret Harto, Fran Hollums, Marlla Mhoon, and Sean Smith.

STAFF PRESENT:
Don Vondran, Public Works Director/Acting City Manager; Pat Patterson, Recreation & Cultural Arts Manager; Gina Estep, Community Development Director; Casey Parker, Finance Director; Kathy Hardy, City Attorney; Ryan Harriman, Planning Manager; and Sharon Scott, Executive Assistant/City Clerk.

Mayor Wagner opened the meeting with the Pledge of Allegiance.

APPROVAL OF AGENDA:
The agenda was approved as presented.

PUBLIC COMMUNICATION:
• On behalf of the Marine Corp., George Pearson accepted the US Marines Birthday Proclamation.
• Lobbyist Briahna Murray gave a Legislative Report.

PUBLIC COMMENT:
Mayor Wagner called for public comments.

Mary Pritchard, Covington resident, provided Covington history resource information.

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

APPROVE CONSENT AGENDA:
C-1. Minutes: City Council September 24, 2019 Special (Interview) and Regular Meeting Minutes.

C-2. Vouchers: Vouchers #39735 - #39798, including ACH payments in the amount of $828,973.50, dated September 27, 2019; Vouchers #39799 - #39861, including ACH payments in the amount of $250,156.50, dated October 11, 2019; and Paylocity Payroll Vouchers #1011105122 - #1011105135 and #1011105144 inclusive, plus employee direct deposits and wire transfers, in the amount of $236,630.73, dated October 4, 2019.

C-3. Authorize City Manager to Execute an Interlocal Agreement between the Cities of Covington and Maple Valley relating to Building Code Administration, Building Plan Review, and Building Inspection Services.
C-4. Authorize City Manager to Execute a Department of Commerce Grant Agreement for an Aquatic/Recreation Center Feasibility Study and Preconstruction Design.

C-5. Authorize the City Manager to Acquire, Dispose, or Lease Certain Real Property Interests for the Purpose of Installing and Maintaining Certain Intersection and Road improvements on the Covington Connector Project.

C-6. Accept the Prestige Park Stormwater Pond Conversion Project.

The consent agenda was approved as presented.

REPORTS OF COMMISSIONS:
Economic Development Council – No report.
Parks & Recreation Commission – No report.
Planning Commission – Chair David Caudle gave the report.
Youth Council – No report.
Human Services Commission – No report.
Arts Commission – No report.

NEW BUSINESS:
1. Consider Appointment to Arts Commission.

   Council Action: Councilmember Harjehausen moved and Councilmember Mhoon seconded to appoint Cindy Bell to fill Position No. 5 on the Arts Commission with a remaining term expiring May 31, 2021. Vote: 7-0. Motion carried.

2. Council Appointments to Regional Forums.

   Council discussed this item and took no action.

3. Consider Ordinance Amending CMC 14.30.040, Decision Types; CMC 14.30.050, Requirements by Decision Type; Chapter 17.10 CMC, Definitions; Chapter 17.15 CMC, Administration; Chapter 17.20, Subdivisions and Short Subdivisions; and Chapter 17.25 CMC, Final Plat and Final Short Plat Maps for Preliminary Approved Subdivisions and Short Subdivisions.

   Planning Manager Ryan Harriman gave the staff report on this item.

   Councilmembers provided comments and asked questions, and Mr. Harriman provided responses.

ORDINANCE NO. 13-2019

AN ORDINANCE OF THE CITY OF COVINGTON, WASHINGTON, AMENDING CMC 14.30.040, DECISION TYPES; CMC 14.30.050, REQUIREMENTS BY DECISION TYPE; CHAPTER 17.10 CMC, DEFINITIONS; CHAPTER 17.15
CMC, ADMINISTRATION; CHAPTER 17.20 CMC, SUBDIVISIONS AND SHORT SUBDIVISIONS; AND CHAPTER 17.25 CMC, FINAL PLAT AND FINAL SHORT PLAT MAPS FOR PRELIMINARY APPROVED SUBDIVISIONS AND SHORT SUBDIVISIONS.

Council Action: Councilmember Cimaomo moved and Councilmember Mhoon seconded to adopt Ordinance No. 13-2019 amending CMC 14.30.040, Decision Types; CMC 14.30.050, Requirements by Decision Type; Chapter 17.10 CMC, Definitions; Chapter 17.15 CMC, Administration; Chapter 17.20, Subdivisions and Short Subdivisions; and Chapter 17.25 CMC, Final Plat and Final Short Plat Maps for Preliminary Approved Subdivisions and Short Subdivisions. Vote: 7-0. Motion carried.


Recreation & Cultural Arts Manager Pat Patterson gave the staff report on this item.

Councilmembers provided comments and asked questions, and Mr. Patterson provided responses.

Council Action: Councilmember Harto moved and Councilmember Harjehausen seconded to authorize the selection of graphic designs and installation of vinyl wraps at ten locations within the City as recommended by the Arts Commission. Vote: 7-0. Motion carried.

FUTURE AGENDA ITEMS:
Councilmembers reviewed future agenda items.

COUNCIL/STAFF COMMENTS:
Councilmembers and staff made comments.

PUBLIC COMMENT:
Mayor Wagner called for public comments.

Mary Pritchard, Covington resident, asked for clarification on the Mayor’s report regarding the Maple Valley Food Bank, and Mayor Wagner provided that information.

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

ADJOURNMENT:
There being no further business, the meeting was adjourned at 8:24 p.m.

Prepared by: Joan Michaud
Senior Deputy City Clerk

Submitted by: Sharon Scott
City Clerk
SUBJECT: APPROVAL OF VOUCHERS

RECOMMENDED BY: Casey Parker, Finance Director

ATTACHMENT(S): (Provided under separate cover.) Vouchers: Vouchers #39912 - #39974, including ACH payments in the amount of $1,481,983.80, dated November 8, 2019; Paylocity Payroll Vouchers #1011245396 - #1011245411 inclusive and #1011245413, plus employee direct deposits and wire transfers, in the amount of $259,197.99, dated November 1, 2019; and Paylocity Payroll Vouchers #1011322304 - #1011322319 inclusive and #1011322324, plus employee direct deposits and wire transfers, in the amount of $228,891.09, dated November 15, 2019.

PREPARED BY: Casey Parker, Finance Director

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

Councilmember __________ moves, Councilmember __________ seconds, to approve for payment Vouchers: Vouchers #39912 - #39974, including ACH payments in the amount of $1,481,983.80, dated November 8, 2019; Paylocity Payroll Vouchers #1011245396 - #1011245411 inclusive and #1011245413, plus employee direct deposits and wire transfers, in the amount of $259,197.99, dated November 1, 2019; and Paylocity Payroll Vouchers #1011322304 - #1011322319 inclusive and #1011322324, plus employee direct deposits and wire transfers, in the amount of $228,891.09, dated November 15, 2019.
SUBJECT: AUTHORIZE THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH TRANSPO GROUP, INC FOR THE DESIGN OF SR516 AND COVINGTON WAY INTERSECTION IMPROVEMENTS (CIP 1063) AND TO SUBMIT A LOCAL AGENCY AGREEMENT SUPPLEMENT TO WSDOT FOR DESIGN FUNDING.

RECOMMENDED BY: Don Vondran, Public Works Director

ATTACHMENT(S):
1. Agreement with The Transpo Group, Inc.
2. Local Agency Agreement Supplement 1

PREPARED BY: Robert Lindskov, City Engineer

EXPLANATION:
In May 2019 the city advertised a request for qualifications for the SR516 and Covington Way Intersection Improvements Project.

The work to be performed by the Consultant consists of: project design, preparing environmental documentation consistent with NEPA, evaluating right-of-way concerns and preparation of add ready plans, specifications, and estimate for the improvement of the SR516 and Covington Way Intersection, all in accordance with Local Agency Guidelines. This project has a mandatory 9% Underutilized Disadvantaged Business Enterprise (UDBE) goal. The project will provide additional turn lanes, channelization, and signal modifications at the intersection of SR516 and Covington Way. This project will also require modifications to the existing stream crossing at the intersection. The total project length is 1,000 feet. Designers will be tasked with developing a street section consistent with the existing SR516 section including illumination, landscaping, sidewalk, signal, Intelligent Transportation Systems (ITS), and planter strip buffers with street trees.

Three submittals were received by June 14, 2019. Five city staff and the WSDOT Local Programs Engineer independently reviewed each submittal and scored them based on the criteria identified in our advertisement. All three of the submitting consultants were invited to interview before the panel of six reviewers on July 16, 2019. Of these three interviews, The Transpo Group, Inc. was the highest scoring firm and subsequently selected as the most qualified engineering consultant to design this project.

FISCAL IMPACT:
The City of Covington has received a Federal grant of $871,920 for the SR516 and Covington Way Intersection Improvements (CIP 1063). The funds obligated with the current Local Agency Agreement was $1,008,000 for design with an estimated $963,000 for consultant services. The Transpo Group submitted a scope and fee of $1,576,680.36 for this project. The city was scheduled to provide $136,080 in matching funds for the $871,920 in Federal funds. The current estimate for the total project design is $1,621,680 with the city providing $749,760 in matching funds. The
costs were higher than originally estimated due to the impact of needing to replace the entire culvert under the intersection with the corresponding surrounding environmental impacts.

Staff recommends using Transportation Impact Fees as matching funds. We currently have nearly $4M from Transportation Impact Fees to draw from. In addition, staff has already discussed with Transpo to continue to help the City seek grant funds to hopefully reduce the City’s matching portion.

**SR516 and Covington Way Intersection Improvements (CIP 1063).**

**Design Budget:**

- Federal Grant: $871,920
- Transportation Impact Fees: $749,760
- Total Budgeted: $1,621,680

**Estimated Expenditures**

- Transpo Contract: $1,576,680
- Estimated WSDOT Charges: $15,000
- Estimated City Staff Charges: $30,000

Funds are budgeted in 2019 to cover some of the anticipated design costs of the SR516 and Covington Way Intersection Improvements. Design will begin in 2019 and carry-over to 2021.

CITY COUNCIL ACTION:  

- _____ Ordinance  
- _____ Resolution  
- X Motion  
- _____ Other

Council member ______________ moves, Council member ______________ seconds, to authorize the City Manager to execute a consultant agreement with Transpo Group, Inc. in the amount of $1,576,680.36, in substantial form as that presented, for the design of the SR 516 and Covington Way Intersection Improvements. (CIP 1063).

Council member ______________ moves, Council member ______________ seconds, to authorize the City Manager to execute a Supplemental Local Agency Agreement that reflects the full funding of the design phase.

REVIEWED BY:  City Manager, Finance Director, City Attorney
Agreement Number: LA-9564

Firm/Organization Legal Name (do not use dba’s):
Transpo Group USA, Inc.

Address
12131 113th Ave NE, Suite 203, Kirkland, WA 98034

Federal Aid Number
CFDA No. 20.205

UBI Number
603 258 009

Federal TIN or SSN Number
46-1523472

Execution Date

Completion Date
December 31, 2021

1099 Form Required
☐ Yes  ☑ No

Federal Participation
☑ Yes  ☐ No

Project Title
SR 516 and Covington Way Intersection Improvements (CIP 1063)/Project No. STPUL-0516(026)

Description of Work
Project design, prepare environmental documentation consistent with NEPA, evaluating right-of-way concerns and preparation of ad ready Plans, Specifications, and Estimate for the improvement of SR 516 and Covington Way Intersection. The project will provide additional turn lanes, channelization, and signal modifications at the intersection of SR 516 and Covington Way. This project will also require modifications to the existing stream crossing at the intersection. The total project length is 1000 feet. Designers will be tasked with developing a street section consistent with the existing SR 516 section including illumination, landscaping, sidewalk, signal, ITS, and planter strip buffers with street trees.

☑ Yes  ☑ UDBE 9%
☐ No DBE Participation

☑ Yes  ☐ No MBE Participation

☑ Yes  ☐ No WBE Participation

☑ Yes  ☐ No SBE Participation

Total Amount Authorized: $1,576,680.36
Management Reserve Fund:
Maximum Amount Payable: $1,576,680.36

Index of Exhibits
Exhibit A  Scope of Work
Exhibit B  DBE Participation/SBE Plan
Exhibit C  Preparation and Delivery of Electronic Engineering and Other Data
Exhibit D  Prime Consultant Cost Computations
Exhibit E  Sub-consultant Cost Computations
Exhibit F  Title VI Assurances
Exhibit G  Certification Documents
Exhibit H  Liability Insurance Increase
Exhibit I  Alleged Consultant Design Error Procedures
Exhibit J  Consultant Claim Procedures

Agreement Number: LA-9564
THIS AGREEMENT, made and entered into as shown in the “Execution Date” box on page one (1) of this AGREEMENT, between the City of Covington, hereinafter called the “AGENCY,” and the “Firm / Organization Name” referenced on page one (1) of this AGREEMENT, hereinafter called the “CONSULTANT.”

WHEREAS, the AGENCY desires to accomplish the work referenced in “Description of Work” on page one (1) of this AGREEMENT and hereafter called the “SERVICES;” and does not have sufficient staff to meet the required commitment and therefore deems it advisable and desirable to engage the assistance of a CONSULTANT to provide the necessary SERVICES; and

WHEREAS, the CONSULTANT represents that they comply with the Washington State Statutes relating to professional registration, if applicable, and has signified a willingness to furnish consulting services to the AGENCY.

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and performance contained herein, or attached and incorporated and made a part hereof, the parties hereto agree as follows:

I. General Description of Work

The work under this AGREEMENT shall consist of the above-described SERVICES as herein defined, and necessary to accomplish the completed work for this project. The CONSULTANT shall furnish all services, labor, and related equipment and, if applicable, sub-consultants and subcontractors necessary to conduct and complete the SERVICES as designated elsewhere in this AGREEMENT.

II. General Scope of Work

The Scope of Work and projected level of effort required for these SERVICES is described in Exhibit “A” attached hereto and by this reference made a part of this AGREEMENT. The General Scope of Work was developed utilizing performance based contracting methodologies.

III. General Requirements

All aspects of coordination of the work of this AGREEMENT with outside agencies, groups, or individuals shall receive advance approval by the AGENCY. Necessary contacts and meetings with agencies, groups, and/or individuals shall be coordinated through the AGENCY. The CONSULTANT shall attend coordination, progress, and presentation meetings with the AGENCY and/or such State, Federal, Community, City, or County officials, groups or individuals as may be requested by the AGENCY. The AGENCY will provide the CONSULTANT sufficient notice prior to meetings requiring CONSULTANT participation. The minimum required hours or days’ notice shall be agreed to between the AGENCY and the CONSULTANT and shown in Exhibit “A.”

The CONSULTANT shall prepare a monthly progress report, in a form approved by the AGENCY, which will outline in written and graphical form the various phases and the order of performance of the SERVICES in sufficient detail so that the progress of the SERVICES can easily be evaluated.

The CONSULTANT, any sub-consultants, and the AGENCY shall comply with all Federal, State, and local laws, rules, codes, regulations, and all AGENCY policies and directives, applicable to the work to be performed under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accordance with the laws of the State of Washington.
Participation for Disadvantaged Business Enterprises (DBE) or Small Business Enterprises (SBE), if required, per 49 CFR Part 26, shall be shown on the heading of this AGREEMENT. If DBE firms are utilized at the commencement of this AGREEMENT, the amounts authorized to each firm and their certification number will be shown on Exhibit “B” attached hereto and by this reference made part of this AGREEMENT. If the Prime CONSULTANT is a DBE certified firm they must comply with the Commercial Useful Function (CUF) regulation outlined in the AGENCY’s “DBE Program Participation Plan” and perform a minimum of 30% of the total amount of this AGREEMENT. It is recommended, but not required, that non-DBE Prime CONSULTANTS perform a minimum of 30% of the total amount of this AGREEMENT.

In the absents of a mandatory UDBE, a voluntary SBE goal amount of ten percent of the Consultant Agreement is established. The Consultant shall submit a SBE Participation Plan prior to commencing work. Although the goal is voluntary, the outreach efforts to provide SBE maximum practicable opportunities are not.

The CONSULTANT, on a monthly basis, shall enter the amounts paid to all firms (including Prime) involved with this AGREEMENT into the wsdot.diversitycompliance.com program. Payment information shall identify any DBE Participation. Non-minority, woman owned DBEs does not count towards UDBE goal attainment.

All Reports, PS&E materials, and other data furnished to the CONSULTANT by the AGENCY shall be returned. All electronic files, prepared by the CONSULTANT, must meet the requirements as outlined in Exhibit “C – Preparation and Delivery of Electronic Engineering and other Data.”

All designs, drawings, specifications, documents, and other work products, including all electronic files, prepared by the CONSULTANT prior to completion or termination of this AGREEMENT are instruments of service for these SERVICES, and are the property of the AGENCY. Reuse by the AGENCY or by others, acting through or on behalf of the AGENCY of any such instruments of service, not occurring as a part of this SERVICE, shall be without liability or legal exposure to the CONSULTANT.

Any and all notices or requests required under this AGREEMENT shall be made in writing and sent to the other party by (i) certified mail, return receipt requested, or (ii) by email or facsimile, to the address set forth below:

If to AGENCY:
Name: Bob Lindskov
Agency: City of Covington
Address: 16720 SE 271st Street, Suite 100
City: Covington State: WA Zip: 98042
Email: Blindskov@covingtonwa.gov
Phone: 253-480-2467
Facsimile:

If to CONSULTANT:
Name: Kevin Collins
Agency: Transpo Group USA, Inc.
Address: 12131 113th Ave NE, Suite 203
City: Kirkland State: WA Zip: 98034
Email: kevin.collins@transpogroup.com
Phone: 425-821-3665
Facsimile:

IV. Time for Beginning and Completion

The CONSULTANT shall not begin any work under the terms of this AGREEMENT until authorized in writing by the AGENCY. All work under this AGREEMENT shall be completed by the date shown in the heading of this AGREEMENT titled “Completion Date.”

The established completion time shall not be extended because of any delays attributable to the CONSULTANT, but may be extended by the AGENCY in the event of a delay attributable to the AGENCY, or because of unavoidable delays caused by an act of GOD, governmental actions, or other conditions beyond the control of the CONSULTANT. A prior supplemental AGREEMENT issued by the AGENCY is required to extend the established completion time.

Agreement Number: LA-9564
V. Payment Provisions

The CONSULTANT shall be paid by the AGENCY for completed SERVICES rendered under this AGREEMENT as provided hereinafter. Such payment shall be full compensation for SERVICES performed or SERVICES rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete SERVICES, specified in Section II, “Scope of Work”. The CONSULTANT shall conform to all applicable portions of 48 CFR Part 31 (www.ecfr.gov). The estimate in support of the Cost Plus Fixed Fee amount is attached hereto as Exhibits “D” and “E” and by this reference made part of this AGREEMENT.

A. Actual Costs: Payment for all consulting services for this PROJECT shall be on the basis of the CONSULTANT’S actual cost plus a fixed fee. The actual cost shall include direct salary cost, indirect cost rate, and direct non-salary costs.

1. Direct (RAW) Labor Costs: The Direct (RAW) Labor Cost is the direct salary paid to principals, professional, technical, and clerical personnel for the time they are productively engaged in work necessary to fulfill the terms of this AGREEMENT. The CONSULTANT shall maintain support data to verify the direct salary costs billed to the AGENCY.

2. Indirect Cost Rate (ICR) Costs: ICR Costs are those costs, other than direct costs, which are included as such on the books of the CONSULTANT in the normal everyday keeping of its books. Progress payments shall be made at the ICR rates shown in attached Exhibits “D” and “E” of this AGREEMENT. Total ICR payment shall be based on Actual Costs. The AGENCY agrees to reimburse the CONSULTANT the actual ICR costs verified by audit, up to the Maximum Total Amount Payable, authorized under this AGREEMENT, when accumulated with all other Actual Costs.

   A summary of the CONSULTANT’S cost estimate and the ICR percentage is shown in Exhibits “D” and “E”, attached hereto and by this reference made part of this AGREEMENT. The CONSULTANT (prime and all A&E sub-consultants) will submit to the AGENCY within six (6) months after the end of each firm’s fiscal year, an ICR schedule in the format required by the AGENCY (cost category, dollar expenditures, etc.) for the purpose of adjusting the ICR rate for billings received and paid during the fiscal year represented by the ICR schedule. It shall also be used for the computation of progress payments during the following year and for retroactively adjusting the previous year’s ICR cost to reflect the actual rate. The ICR schedule will be sent to Email: ConsultantRates@wsdot.wa.gov.

   Failure to supply this information by either the prime CONSULTANT or any of their A&E sub-consultants shall cause the AGENCY to withhold payment of the billed ICR costs until such time as the required information is received and an overhead rate for billing purposes is approved.

   The AGENCY’s Project Manager and/or the Federal Government may perform an audit of the CONSULTANT’S books and records at any time during regular business hours to determine the actual ICR rate, if they so desire.

3. Direct Non-Salary Costs: Direct Non-Salary Costs will be reimbursed at the Actual Cost to the CONSULTANT. (excluding Meals, which are reimbursed at the per diem rates identified in this section) These charges may include, but are not limited to, the following items: travel, printing, long distance telephone, supplies, computer charges and fees of sub-consultants. Air or train travel will be reimbursed only to economy class levels unless otherwise approved by the AGENCY. The CONSULTANT shall comply with the rules and regulations regarding travel costs (excluding air, train, and rental car costs) in accordance with WSDOT’s Accounting Manual M 13-82, Chapter 10 – Travel Rules and Procedures, and revisions thereto. Air, train, and rental car costs shall be reimbursed in accordance with 48 Code of Federal Regulations (CFR) Part 31.205-46 “Travel Costs.” The billing for Direct Non-Salary Costs shall include an itemized listing of the charges directly identifiable with the PROJECT. The CONSULTANT shall maintain the original supporting documents in their office. Copies of the original supporting documents shall be supplied to the AGENCY upon request. All above charges must be necessary for the services provided under this AGREEMENT.

   Agreement Number: LA-9564
4. Fixed Fee: The Fixed Fee, which represents the CONSULTANT’S profit, is shown in attached Exhibits “D” and “E” of this AGREEMENT. This fee is based on the Scope of Work defined in this AGREEMENT and the estimated person-hours required to perform the stated Scope of Work. In the event the CONSULTANT enters into a supplemental AGREEMENT for additional work, the supplemental AGREEMENT may include provisions for the added costs and an appropriate additional fee. The Fixed Fee will be prorated and paid monthly in proportion to the percentage of work completed by the CONSULTANT and reported in the Monthly Progress Reports accompanying the billings. Any portion of the Fixed Fee earned but not previously paid in the progress payments will be covered in the final payment, subject to the provisions of Section IX entitled “Termination of Agreement.”

5. Management Reserve Fund (MRF): The AGENCY may desire to establish MRF to provide the Agreement Administrator with the flexibility to authorize additional funds to the AGREEMENT for allowable unforeseen costs, or reimbursing the CONSULTANT for additional work beyond that already defined in this AGREEMENT. Such authorization(s) shall be in writing and shall not exceed the lesser of $100,000 or 10% of the Total Amount Authorized as shown in the heading of this AGREEMENT. The amount included for the MRF is shown in the heading of this AGREEMENT. This fund may not be replenished. Any changes requiring additional costs in excess of the MRF shall be made in accordance with Section XIII, “Extra Work.”

6. Maximum Total Amount Payable: The Maximum Total Amount Payable by the AGENCY to the CONSULTANT under this AGREEMENT shall not exceed the amount shown in the heading of this AGREEMENT. The Maximum Total Amount Payable is comprised of the Total Amount Authorized, and the MRF. The Maximum Total Amount Payable does not include payment for Extra Work as stipulated in Section XIII, “Extra Work.” No minimum amount payable is guaranteed under this AGREEMENT.

B. Monthly Progress Payments: The CONSULTANT may submit billings to the AGENCY for reimbursement of Actual Costs plus the ICR and calculated fee on a monthly basis during the progress of the work. Such billings shall be in a format approved by the AGENCY and accompanied by the monthly progress reports required under Section III, “General Requirements” of this AGREEMENT. The billings will be supported by an itemized listing for each item including Direct (RAW) Labor, Direct Non-Salary, and allowable ICR Costs to which will be added the prorated Fixed Fee. To provide a means of verifying the billed Direct (RAW) Labor costs for CONSULTANT employees, the AGENCY may conduct employee interviews. These interviews may consist of recording the names, titles, Direct (RAW) Labor rates, and present duties of those employees performing work on the PROJECT at the time of the interview.

C. Final Payment: Final Payment of any balance due the CONSULTANT of the gross amount earned will be made promptly upon its verification by the AGENCY after the completion of the work under this AGREEMENT, contingent, if applicable, upon receipt of all PS&E, plans, maps, notes, reports, electronic data and other related documents which are required to be furnished under this AGREEMENT. Acceptance of such Final Payment by the CONSULTANT shall constitute a release of all claims for payment, which the CONSULTANT may have against the AGENCY unless such claims are specifically reserved in writing and transmitted to the AGENCY by the CONSULTANT prior to its acceptance. Said Final Payment shall not, however, be a bar to any claims that the AGENCY may have against the CONSULTANT or to any remedies the AGENCY may pursue with respect to such claims.

The payment of any billing will not constitute agreement as to the appropriateness of any item and at the time of final audit; all required adjustments will be made and reflected in a final payment. In the event that such final audit reveals an overpayment to the CONSULTANT, the CONSULTANT will refund such overpayment to the AGENCY within thirty (30) calendar days of notice of the overpayment. Such refund shall not constitute a waiver by the CONSULTANT for any claims relating to the validity of a finding by the AGENCY of overpayment. The CONSULTANT has twenty (20) working days after receipt of the final POST AUDIT to begin the appeal process to the AGENCY for audit findings.

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D. Inspection of Cost Records: The CONSULTANT and their sub-consultants shall keep available for inspection by representatives of the AGENCY and the United States, for a period of six (6) years after receipt of final payment, the cost records and accounts pertaining to this AGREEMENT and all items related to or bearing upon these records with the following exception: if any litigation, claim or audit arising out of, in connection with, or related to this AGREEMENT is initiated before the expiration of the six (6) year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records is completed.

An interim or post audit may be performed on this AGREEMENT. The audit, if any, will be performed by the State Auditor, WSDOT’s Internal Audit Office and/or at the request of the AGENCY’s Project Manager.

VI. Sub-Contracting

The AGENCY permits subcontracts for those items of SERVICES as shown in Exhibit “A” attached hereto and by this reference made part of this AGREEMENT.

The CONSULTANT shall not subcontract for the performance of any SERVICE under this AGREEMENT without prior written permission of the AGENCY. No permission for subcontracting shall create, between the AGENCY and sub-consultant, any contract or any other relationship.

Compensation for this sub-consultant SERVICES shall be based on the cost factors shown on Exhibit “E” attached hereto and by this reference made part of this AGREEMENT.

The SERVICES of the sub-consultant shall not exceed its maximum amount payable identified in each sub-consultant cost estimate unless a prior written approval has been issued by the AGENCY.

All reimbursable direct labor, indirect cost rate, direct non-salary costs and fixed fee costs for the sub-consultant shall be negotiated and substantiated in accordance with section V “Payment Provisions” herein and shall be memorialized in a final written acknowledgement between the parties.

All subcontracts shall contain all applicable provisions of this AGREEMENT, and the CONSULTANT shall require each sub-consultant or subcontractor, of any tier, to abide by the terms and conditions of this AGREEMENT. With respect to sub-consultant payment, the CONSULTANT shall comply with all applicable sections of the STATE’s Prompt Payment laws as set forth in RCW 39.04.250 and RCW 39.76.011.

The CONSULTANT, sub-recipient, or sub-consultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this AGREEMENT. The CONSULTANT shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the CONSULTANT to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the recipient deems appropriate.

VII. Employment and Organizational of Interest

The CONSULTANT warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warrant, the AGENCY shall have the right to annul this AGREEMENT without liability or, in its discretion, to deduct from this AGREEMENT price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

Any and all employees of the CONSULTANT or other persons while engaged in the performance of any work or services required of the CONSULTANT under this AGREEMENT, shall be considered employees of the CONSULTANT only and not of the AGENCY, and any and all claims that may arise under any Workmen’s Agreement Number: LA-9564
Compensation Act on behalf of said employees or other persons while so engaged, and any and all claims made by a third party as a consequence of any act or omission on the part of the CONSULTANT’s employees or other persons while so engaged on any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of the CONSULTANT.

The CONSULTANT shall not engage, on a full- or part-time basis, or other basis, during the period of this AGREEMENT, any professional or technical personnel who are, or have been, at any time during the period of this AGREEMENT, in the employ of the United States Department of Transportation or the AGENCY, except regularly retired employees, without written consent of the public employer of such person if he/she will be working on this AGREEMENT for the CONSULTANT.

VIII. Nondiscrimination

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees, sub-consultants, subcontractors and successors in interest, agrees to comply with the following laws and regulations:

- Title VI of the Civil Rights Act of 1964
  (42 U.S.C. Chapter 21 Subchapter V § 2000d through 2000d-4a)
- Federal-aid Highway Act of 1973
  (23 U.S.C. Chapter 3 § 324)
- Rehabilitation Act of 1973
  (29 U.S.C. Chapter 16 Subchapter V § 794)
- Age Discrimination Act of 1975
  (42 U.S.C. Chapter 76 § 6101 et. seq.)
- Civil Rights Restoration Act of 1987
  (Public Law 100-259)
- American with Disabilities Act of 1990
  (42 U.S.C. Chapter 126 § 12101 et. seq.)
- 23 CFR Part 200
- 49 CFR Part 21
- 49 CFR Part 26
- RCW 49.60.180

In relation to Title VI of the Civil Rights Act of 1964, the CONSULTANT is bound by the provisions of Exhibit “F” attached hereto and by this reference made part of this AGREEMENT, and shall include the attached Exhibit “F” in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto.

IX. Termination of Agreement

The right is reserved by the AGENCY to terminate this AGREEMENT at any time with or without cause upon ten (10) days written notice to the CONSULTANT.

In the event this AGREEMENT is terminated by the AGENCY, other than for default on the part of the CONSULTANT, a final payment shall be made to the CONSULTANT for actual hours charged and any appropriate fixed fee percentage at the time of termination of this AGREEMENT, plus any direct non-salary costs incurred up to the time of termination of this AGREEMENT.

No payment shall be made for any SERVICES completed after ten (10) days following receipt by the CONSULTANT of the notice to terminate. If the accumulated payment made to the CONSULTANT prior to Notice of Termination exceeds the total amount that would be due when computed as set forth in paragraph two (2) of this section, then no final payment shall be due and the CONSULTANT shall immediately reimburse the AGENCY for any excess paid.

If the services of the CONSULTANT are terminated by the AGENCY for default on the part of the CONSULTANT, the above formula for payment shall not apply.

In the event of a termination for default, the amount to be paid to the CONSULTANT shall be determined by the AGENCY with consideration given to the actual costs incurred by the CONSULTANT in performing SERVICES to the date of termination, the amount of SERVICES originally required which was satisfactorily completed to Agreement Number: LA-9564
date of termination, whether that SERVICE is in a form or a type which is usable to the AGENCY at the time of
termination, the cost to the AGENCY of employing another firm to complete the SERVICES required and the
time which may be required to do so, and other factors which affect the value to the AGENCY of the SERVICES
performed at the time of termination. Under no circumstances shall payment made under this subsection exceed the
amount, which would have been made using the formula set forth in paragraph two (2) of this section.

If it is determined for any reason that the CONSULTANT was not in default or that the CONSULTANT’s failure to
perform is without the CONSULTANT’s or its employee’s fault or negligence, the termination shall be deemed to
be a termination for the convenience of the AGENCY. In such an event, the CONSULTANT would be reimbursed
for actual costs and appropriate fixed fee percentage in accordance with the termination for other than default
clauses listed previously.

The CONSULTANT shall, within 15 days, notify the AGENCY in writing, in the event of the death of any member,
partner, or officer of the CONSULTANT or the death or change of any of the CONSULTANT’s supervisory and/or
other key personnel assigned to the project or disaffiliation of any principally involved CONSULTANT employee.
The CONSULTANT shall also notify the AGENCY, in writing, in the event of the sale or transfer of 50% or
more of the beneficial ownership of the CONSULTANT within 15 days of such sale or transfer occurring. The
CONSULTANT shall continue to be obligated to complete the SERVICES under the terms of this AGREEMENT
unless the AGENCY chooses to terminate this AGREEMENT for convenience or chooses to renegotiate any term(s)
of this AGREEMENT. If termination for convenience occurs, final payment will be made to the CONSULTANT
as set forth in the second and third paragraphs of this section.

Payment for any part of the SERVICES by the AGENCY shall not constitute a waiver by the AGENCY of
any remedies of any type it may have against the CONSULTANT for any breach of this AGREEMENT by the
CONSULTANT, or for failure of the CONSULTANT to perform SERVICES required of it by the AGENCY.
Forbearance of any rights under the AGREEMENT will not constitute waiver of entitlement to exercise those rights
with respect to any future act or omission by the CONSULTANT.

X. Changes of Work

The CONSULTANT shall make such changes and revisions in the completed work of this AGREEMENT as
necessary to correct errors appearing therein, without additional compensation thereof. Should the AGENCY find
it desirable for its own purposes to have previously satisfactorily completed SERVICES or parts thereof changed or
revised, the CONSULTANT shall make such revisions as directed by the AGENCY. This work shall be considered
as Extra Work and will be paid for as herein provided under section XIII “Extra Work.”

XI. Disputes

Any disputed issue not resolved pursuant to the terms of this AGREEMENT shall be submitted in writing within
10 days to the Director of Public Works or AGENCY Engineer, whose decision in the matter shall be final and
binding on the parties of this AGREEMENT; provided however, that if an action is brought challenging the
Director of Public Works or AGENCY Engineer’s decision, that decision shall be subject to judicial review. If the
parties to this AGREEMENT mutually agree, disputes concerning alleged design errors will be conducted under
the procedures found in Exhibit “J”. In the event that either party deem it necessary to institute legal action or
proceeding to enforce any right or obligation under this AGREEMENT, this action shall be initiated in the Superior
Court of the State of Washington, situated in the county in which the AGENCY is located. The parties hereto
agree that all questions shall be resolved by application of Washington law and that the parties have the right of
appeal from such decisions of the Superior Court in accordance with the laws of the State of Washington. The
CONSULTANT hereby consents to the personal jurisdiction of the Superior Court of the State of Washington,
situated in the county in which the AGENCY is located.
XII. Legal Relations

The CONSULTANT, any sub-consultants, and the AGENCY shall comply with all Federal, State, and local laws, rules, codes, regulations and all AGENCY policies and directives, applicable to the work to be performed under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accordance with the laws of the State of Washington.

The CONSULTANT shall defend, indemnify, and hold The State of Washington (STATE) and the AGENCY and their officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the negligence of, or the breach of any obligation under this AGREEMENT by, the CONSULTANT or the CONSULTANT’s agents, employees, sub consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable; provided that nothing herein shall require a CONSULTANT to defend or indemnify the STATE and the AGENCY and their officers and employees against and hold harmless the STATE and the AGENCY and their officers and employees from claims, demands or suits based solely upon the negligence of, or breach of any obligation under this AGREEMENT by the STATE and the AGENCY, their agents, officers, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the STATE and/or the AGENCY may be legally liable; and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the CONSULTANT or the CONSULTANT’s agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT is legally liable, and (b) the STATE and/or AGENCY, their agents, officers, employees, sub-consultants, subcontractors and or vendors, of any tier, or any other persons for whom the STATE and or AGENCY may be legally liable, the defense and indemnity obligation shall be valid and enforceable only to the extent of the CONSULTANT’s negligence or the negligence of the CONSULTANT’s agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable. This provision shall be included in any AGREEMENT between CONSULTANT and any sub-consultant, subcontractor and vendor, of any tier.

The CONSULTANT shall also defend, indemnify, and hold the STATE and the AGENCY and their officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions by the CONSULTANT or the CONSULTANT’s agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable, in performance of the Work under this AGREEMENT or arising out of any use in connection with the AGREEMENT of methods, processes, designs, information or other items furnished or communicated to STATE and/or the AGENCY, their agents, officers and employees pursuant to the AGREEMENT; provided that this indemnity shall not apply to any alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions resulting from STATE and/or AGENCY’s, their agents’, officers’ and employees’ failure to comply with specific written instructions regarding use provided to STATE and/or AGENCY, their agents, officers and employees by the CONSULTANT, its agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable.

The CONSULTANT’s relation to the AGENCY shall be at all times as an independent contractor.

Notwithstanding any determination by the Executive Ethics Board or other tribunal, the AGENCY may, in its sole discretion, by written notice to the CONSULTANT terminate this AGREEMENT if it is found after due notice and examination by the AGENCY that there is a violation of the Ethics in Public Service Act, Chapter 42.52 RCW; or any similar statute involving the CONSULTANT in the procurement of, or performance under, this AGREEMENT.

The CONSULTANT specifically assumes potential liability for actions brought by the CONSULTANT’s own employees or its agents against the STATE and /or the AGENCY and, solely for the purpose of this indemnification and defense, the CONSULTANT specifically waives any immunity under the state industrial insurance law, Title 51 RCW. This waiver has been mutually negotiated between the Parties.

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Unless otherwise specified in this AGREEMENT, the AGENCY shall be responsible for administration of construction contracts, if any, on the project. Subject to the processing of a new sole source, or an acceptable supplemental AGREEMENT, the CONSULTANT shall provide On-Call assistance to the AGENCY during contract administration. By providing such assistance, the CONSULTANT shall assume no responsibility for: proper construction techniques, job site safety, or any construction contractor’s failure to perform its work in accordance with the contract documents.

The CONSULTANT shall obtain and keep in force during the terms of this AGREEMENT, or as otherwise required, the following insurance with companies or through sources approved by the State Insurance Commissioner pursuant to Title 48 RCW.

Insurance Coverage

A. Worker’s compensation and employer’s liability insurance as required by the STATE.

B. Commercial general liability insurance written under ISO Form CG 00 01 12 04 or its equivalent with minimum limits of one million dollars ($1,000,000.00) per occurrence and two million dollars ($2,000,000.00) in the aggregate for each policy period.

C. Business auto liability insurance written under ISO Form CG 00 01 10 01 or equivalent providing coverage for any “Auto” (Symbol 1) used in an amount not less than a one million dollar ($1,000,000.00) combined single limit for each occurrence.

Excepting the Worker’s Compensation Insurance and any Professional Liability Insurance, the STATE and AGENCY, their officers, employees, and agents will be named on all policies of CONSULTANT and any sub-consultant and/or subcontractor as an additional insured (the “AIs”), with no restrictions or limitations concerning products and completed operations coverage. This coverage shall be primary coverage and non-contributory and any coverage maintained by the AIs shall be excess over, and shall not contribute with, the additional insured coverage required hereunder. The CONSULTANT’s and the sub-consultant’s and/or subcontractor’s insurer shall waive any and all rights of subrogation against the AIs. The CONSULTANT shall furnish the AGENCY with verification of insurance and endorsements required by this AGREEMENT. The AGENCY reserves the right to require complete, certified copies of all required insurance policies at any time.

All insurance shall be obtained from an insurance company authorized to do business in the State of Washington. The CONSULTANT shall submit a verification of insurance as outlined above within fourteen (14) days of the execution of this AGREEMENT to:

Name: Bob Lindskov
Agency: City of Covington
Address: 16720 SE 271st Street, Suite 100
City: Covington State: WA Zip: 98042
Email: Blindskov@covingtonwa.gov
Phone: 253-480-2467
Facsimile:

No cancellation of the foregoing policies shall be effective without thirty (30) days prior notice to the AGENCY.

The CONSULTANT’s professional liability to the AGENCY, including that which may arise in reference to section IX “Termination of Agreement” of this AGREEMENT, shall be limited to the accumulative amount of the authorized AGREEMENT amount or one million dollars ($1,000,000.00), whichever is greater, unless the limit of liability is increased by the AGENCY pursuant to Exhibit H. In no case shall the CONSULTANT’s professional liability to third parties be limited in any way.

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The parties enter into this AGREEMENT for the sole benefit of the parties, and to the exclusion of any third party, and no third party beneficiary is intended or created by the execution of this AGREEMENT.

The AGENCY will pay no progress payments under section V “Payment Provisions” until the CONSULTANT has fully complied with this section. This remedy is not exclusive; and the AGENCY may take such other action as is available to it under other provisions of this AGREEMENT, or otherwise in law.

XIII. Extra Work

A. The AGENCY may at any time, by written order, make changes within the general scope of this AGREEMENT in the SERVICES to be performed.

B. If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the SERVICES under this AGREEMENT, whether or not changed by the order, or otherwise affects any other terms and conditions of this AGREEMENT, the AGENCY shall make an equitable adjustment in the: (1) maximum amount payable; (2) delivery or completion schedule, or both; and (3) other affected terms and shall modify this AGREEMENT accordingly.

C. The CONSULTANT must submit any “request for equitable adjustment,” hereafter referred to as “CLAIM,” under this clause within thirty (30) days from the date of receipt of the written order. However, if the AGENCY decides that the facts justify it, the AGENCY may receive and act upon a CLAIM submitted before final payment of this AGREEMENT.

D. Failure to agree to any adjustment shall be a dispute under the section XI “Disputes” clause. However, nothing in this clause shall excuse the CONSULTANT from proceeding with the AGREEMENT as changed.

E. Notwithstanding the terms and conditions of paragraphs (A.) and (B.) above, the maximum amount payable for this AGREEMENT, shall not be increased or considered to be increased except by specific written supplement to this AGREEMENT.

XIV. Endorsement of Plans

If applicable, the CONSULTANT shall place their endorsement on all plans, estimates, or any other engineering data furnished by them.

XV. Federal Review

The Federal Highway Administration shall have the right to participate in the review or examination of the SERVICES in progress.

XVI. Certifications of the Consultant and the Agency

Attached hereto as Exhibit “G-1(a and b)” are the Certifications of the CONSULTANT and the AGENCY, Exhibit “G-2” Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions, Exhibit “G-3” Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying and Exhibit “G-4” Certificate of Current Cost or Pricing Data. Exhibit “G-3” is required only in AGREEMENT’s over one hundred thousand dollars ($100,000.00) and Exhibit “G-4” is required only in AGREEMENT’s over five hundred thousand dollars ($500,000.00.) These Exhibits must be executed by the CONSULTANT, and submitted with the master AGREEMENT, and returned to the AGENCY at the address listed in section III “General Requirements” prior to its performance of any SERVICES under this AGREEMENT.

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XVII. Complete Agreement

This document and referenced attachments contain all covenants, stipulations, and provisions agreed upon by the parties. No agent, or representative of either party has authority to make, and the parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein. No changes, amendments, or modifications of the terms hereof shall be valid unless reduced to writing and signed by the parties as a supplement to this AGREEMENT.

XVIII. Execution and Acceptance

This AGREEMENT may be simultaneously executed in several counterparts, each of which shall be deemed to be an original having identical legal effect. The CONSULTANT does hereby ratify and adopt all statements, representations, warranties, covenants, and AGREEMENT’s contained in the proposal, and the supporting material submitted by the CONSULTANT, and does hereby accept this AGREEMENT and agrees to all of the terms and conditions thereof.

XIX. Protection of Information

The CONSULTANT acknowledges that some of the material and information that may come into its possession or knowledge in connection with this AGREEMENT or its performance may consist of information that is exempt from disclosure to the public or other unauthorized persons under either chapter 42.56 RCW or other local, state or federal statutes (“State’s Confidential Information”). The “State’s Confidential Information” includes, but is not limited to, names, addresses, Social Security numbers, e-mail addresses, telephone numbers, financial profiles, credit card information, driver’s license numbers, medical data, law enforcement records (or any other information identifiable to an individual), STATE and AGENCY source code or object code, STATE and AGENCY security data, non-public Specifications, STATE and AGENCY non-publicly available data, proprietary software, State security data, or information which may jeopardize any part of the project that relates to any of these types of information. The CONSULTANT agrees to hold the State’s Confidential Information in strictest confidence and not to make use of the State’s Confidential Information for any purpose other than the performance of this AGREEMENT, to release it only to authorized employees, sub-consultants or subcontractors requiring such information for the purposes of carrying out this AGREEMENT, and not to release, divulge, publish, transfer, sell, disclose, or otherwise make it known to any other party without the AGENCY’s express written consent or as provided by law. The CONSULTANT agrees to release such information or material only to employees, sub-consultants or subcontractors who have signed a nondisclosure AGREEMENT, the terms of which have been previously approved by the AGENCY. The CONSULTANT agrees to implement physical, electronic, and managerial safeguards to prevent unauthorized access to the State’s Confidential Information.

Immediately upon expiration or termination of this AGREEMENT, the CONSULTANT shall, at the AGENCY’s option: (i) certify to the AGENCY that the CONSULTANT has destroyed all of the State’s Confidential Information; or (ii) returned all of the State’s Confidential Information to the AGENCY; or (iii) take whatever other steps the AGENCY requires of the CONSULTANT to protect the State’s Confidential Information.

As required under Executive Order 00-03, the CONSULTANT shall maintain a log documenting the following: the State’s Confidential Information received in the performance of this AGREEMENT; the purpose(s) for which the State’s Confidential Information was received; who received, maintained and used the State’s Confidential Information; and the final disposition of the State’s Confidential Information. The CONSULTANT’s records shall be subject to inspection, review, or audit upon reasonable notice from the AGENCY.

The AGENCY reserves the right to monitor, audit, or investigate the use of the State’s Confidential Information collected, used, or acquired by the CONSULTANT through this AGREEMENT. The monitoring, auditing, or investigating may include, but is not limited to, salting databases.

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Violation of this section by the CONSULTANT or its sub-consultants or subcontractors may result in termination of this AGREEMENT and demand for return of all State’s Confidential Information, monetary damages, or penalties.

It is understood and acknowledged that the CONSULTANT may provide the AGENCY with information which is proprietary and/or confidential during the term of this AGREEMENT. The parties agree to maintain the confidentiality of such information during the term of this AGREEMENT and afterwards. All materials containing such proprietary and/or confidential information shall be clearly identified and marked as “Confidential” and shall be returned to the disclosing party at the conclusion of the SERVICES under this AGREEMENT.

The CONSULTANT shall provide the AGENCY with a list of all information and materials it considers confidential and/or proprietary in nature: (a) at the commencement of the term of this AGREEMENT; or (b) as soon as such confidential or proprietary material is developed. “Proprietary and/or confidential information” is not meant to include any information which, at the time of its disclosure: (i) is already known to the other party; (ii) is rightfully disclosed to one of the parties by a third party that is not acting as an agent or representative for the other party; (iii) is independently developed by or for the other party; (iv) is publicly known; or (v) is generally utilized by unaffiliated third parties engaged in the same business or businesses as the CONSULTANT.

The parties also acknowledge that the AGENCY is subject to Washington State and federal public disclosure laws. As such, the AGENCY shall maintain the confidentiality of all such information marked proprietary and/or confidential or otherwise exempt, unless such disclosure is required under applicable state or federal law. If a public disclosure request is made to view materials identified as “Proprietary and/or confidential information” or otherwise exempt information, the AGENCY will notify the CONSULTANT of the request and of the date that such records will be released to the requester unless the CONSULTANT obtains a court order from a court of competent jurisdiction enjoining that disclosure. If the CONSULTANT fails to obtain the court order enjoining disclosure, the AGENCY will release the requested information on the date specified.

The CONSULTANT agrees to notify the sub-consultant of any AGENCY communication regarding disclosure that may include a sub-consultant’s proprietary and/or confidential information. The CONSULTANT notification to the sub-consultant will include the date that such records will be released by the AGENCY to the requester and state that unless the sub-consultant obtains a court order from a court of competent jurisdiction enjoining that disclosure the AGENCY will release the requested information. If the CONSULTANT and/or sub-consultant fail to obtain a court order or other judicial relief enjoining the AGENCY by the release date, the CONSULTANT shall waive and release and shall hold harmless and indemnify the AGENCY from all claims of actual or alleged damages, liabilities, or costs associated with the AGENCY’s said disclosure of sub-consultants’ information.

XX. Records Maintenance

During the progress of the Work and SERVICES provided hereunder and for a period of not less than six (6) years from the date of final payment to the CONSULTANT, the CONSULTANT shall keep, retain and maintain all “documents” pertaining to the SERVICES provided pursuant to this AGREEMENT. Copies of all “documents” pertaining to the SERVICES provided hereunder shall be made available for review at the CONSULTANT’s place of business during normal working hours. If any litigation, claim or audit is commenced, the CONSULTANT shall cooperate with AGENCY and assist in the production of all such documents. “Documents” shall be retained until all litigation, claims or audit findings have been resolved even though such litigation, claim or audit continues past the six (6) year retention period.

For purposes of this AGREEMENT, “documents” means every writing or record of every type and description, including electronically stored information (“ESI”), that is in the possession, control, or custody of the CONSULTANT, including, without limitation, any and all correspondences, contracts, AGREEMENTs, appraisals, plans, designs, data, surveys, maps, spreadsheets, memoranda, stenographic or handwritten notes, reports, records, telegrams, schedules, diaries, notebooks, logbooks, invoices, accounting records, work sheets, charts, notes, drafts, scribblings, recordings, visual displays, photographs, minutes of meetings,
tabulations, computations, summaries, inventories, and writings regarding conferences, conversations or telephone conversations, and any and all other taped, recorded, written, printed or typed matters of any kind or description; every copy of the foregoing whether or not the original is in the possession, custody, or control of the CONSULTANT, and every copy of any of the foregoing, whether or not such copy is a copy identical to an original, or whether or not such copy contains any commentary or notation whatsoever that does not appear on the original.

For purposes of this AGREEMENT, “ESI” means any and all computer data or electronic recorded media of any kind, including “Native Files”, that are stored in any medium from which it can be retrieved and examined, either directly or after translation into a reasonably useable form. ESI may include information and/or documentation stored in various software programs such as: Email, Outlook, Word, Excel, Access, Publisher, PowerPoint, Adobe Acrobat, SQL databases, or any other software or electronic communication programs or databases that the CONSULTANT may use in the performance of its operations. ESI may be located on network servers, backup tapes, smart phones, thumb drives, CDs, DVDs, floppy disks, work computers, cell phones, laptops or any other electronic device that CONSULTANT uses in the performance of its Work or SERVICES hereunder, including any personal devices used by the CONSULTANT or any sub-consultant at home.

“Native files” are a subset of ESI and refer to the electronic format of the application in which such ESI is normally created, viewed, and/or modified.

The CONSULTANT shall include this section XX “Records Maintenance” in every subcontract it enters into in relation to this AGREEMENT and bind the sub-consultant to its terms, unless expressly agreed to otherwise in writing by the AGENCY prior to the execution of such subcontract.

In witness whereof, the parties hereto have executed this AGREEMENT as of the day and year shown in the “Execution Date” box on page one (1) of this AGREEMENT.

________________________________________  ______________________________
Signature                                                                 Date

________________________________________  ______________________________
Signature                                                                 Date

Any modification, change, or reformation of this AGREEMENT shall require approval as to form by the Office of the Attorney General.
Project No. STPUL-0516(026)
Exhibit A—Scope of Services

Client Name: City of Covington
Project Name: SR 516 and Covington Way Intersection Improvements (CIP 1063)
Exhibit Dated: October 31, 2019

Scope of Services

Transpo Group USA, Inc. (Transpo) and its subconsultants will provide engineering services to the City of Covington for the design of intersection improvements at State Route (SR) 516 (SE 272nd St) and Covington Way SE including the addition of turn lanes, channelization, traffic signal modifications, and modifications to the existing Little Soos Creek crossing. Transpo and its team of subconsultants are together referred to as “Consultant” in the following scope of services.

Task 01 – Project Management

1.1 Project Coordination
The Consultant project manager will coordinate with the City’s project manager on a regular basis throughout the duration of the project. The coordination will address project scope/status, budget, schedule, meetings, data collection, and planned stakeholder outreach efforts. Primary coordination efforts will be via telephone calls, and email, as appropriate.

1.2 Progress Reports and Invoices
The Consultant will prepare monthly progress reports and invoices.

1.3 Meetings
The Consultant will prepare for and attend project meetings with City staff, as identified in the attached schedule. It is anticipated that the project duration will be approximately 24 months.

The Consultant will prepare for, attend, and provide notes for permit related special meetings with the City and the permitting agencies and tribes including a NEPA kickoff meeting, (2) JARPA coordination meetings, and (2) stream assessment and design permit coordination meetings.

The Consultant will prepare for and attend design submittal and follow-up design review meetings for the 30-percent-complete, 60-percent-complete, 90-percent-complete and FINAL designs.

Agency Support

- The City’s project manager will regularly keep in contact with Consultant team and communicate internally to City staff on progress and schedule.

Assumptions:

- Project meetings will be held at the City of Covington’s office and attendance will be limited to design disciplines directly under discussion for that session.
- Monthly in-person meetings will occur for the duration of the project, approximately 24 months.
- The Consultant will attend design review meetings in-person, one per design level deliverable, 30-percent-complete, 60-percent-complete, 90-percent-complete to review and coordinate comments.
- All other meetings will be conference calls.
**Consultant Deliverables**

- Notes, emails, or other summaries of communication upon request.
- Monthly progress reports and invoices.
- Updates to project schedule, as needed.

**Task 02 – Project Definition (Early Work Items)**

The Consultant will provide early work items to address anticipated project challenges and help define the project to meet the City’s defined goals.

**2.1 Historical Information Review**

The Consultant will review historical information available from previous City or other stakeholder projects or efforts in the vicinity of the project. This is anticipated to include traffic data and modeling, geologic maps, and prior geotechnical and environmental work.

**Agency Support**

- Provide available historical information, including traffic models

**2.2 Traffic Analysis**

The Consultant will provide traffic analysis at the intersections of SR 516 and Covington Way SE, 164th Ave SE, and the SR 18 westbound ramp terminal. The Consultant will assemble all available study maps, plans and relevant transportation data from the City and WSDOT and will review and summarize existing peak hour traffic volumes, operations, and vehicle classification data for the intersections. The Consultant will assemble historical collision data for the intersections and identify trends and issues to be addressed. The Consultant will review planned phasing of new development and future capital infrastructure projects as provided by the City and develop year of opening (2024) and design year (2035) traffic volume forecasts.

The Consultant will utilize existing traffic data collected in May 2019 and the existing traffic model provided by the City to evaluate future peak hour operations along SR 516 at the intersections of Covington Way SE and 164th Ave SE. New traffic data will be collected at the SR 18 westbound ramp terminal, as it was not previously collected in May 2019. The Consultant will utilize the traffic model to review and confirm the intersection design options for the corridor in consultation with the City. This information will help inform the Intersection Control Evaluation (ICE) for SR 516 and Covington Way SE that will likely be required by WSDOT and will also be used to determine the length of turn pockets required, analyze overall intersection and lane group levels of service (LOS), delay and vehicle queuing for year of opening and design year conditions.

**Agency Support**

- Provide copy of the City’s traffic models, both the Metro study from DKS and the concurrency model from DEA
- Provide all information on planned phasing of new development and future capital infrastructure projects

**Consultant Deliverables**

- Existing traffic data including peak hour traffic volumes and vehicle classification
- Peak hour traffic volume forecasts for 2024 and 2035 horizon years
- Summary of existing and future peak hour intersection operations and vehicle queuing

**2.3 Stream Crossing Assessment**

The Consultant will provide a stream crossing analysis in order to develop alternatives for City and stakeholder input.
**Field Survey / Data Collection** - The Consultant will gather existing data and perform a field stream crossing assessment to include evaluation of stream conditions to provide information on culvert fish passage conditions. The City will provide Right of Entry along the stream for the properties 750 feet upstream and 1,500 feet downstream from the culvert. The Consultant will collect topographic and other field measurements along Little Soos Creek upstream and downstream from the culvert stream bankfull width measurements (up to 5 upstream and 5 downstream), stream profile survey, culvert survey, representative bed material Wolman pebble counts, large woody debris count and mapping, and photographs of stream conditions. The stream survey data will be used for fish passage stream simulation design analysis, no-rise floodplain analysis, and stream restoration design.

**Hydrology** – The Consultant will perform a hydrologic flood frequency analysis to evaluate recurrence interval design flood flows and fish passage flow conditions. Hydrologic recurrence interval flows will use USGS Water Resources Manual 17b methodology and to calculate flood recurrence interval flows and WDFW Water Crossing Guidelines (2013) for fish passage flows, using the King County Little Soos Creek Gauge 54i and the USGS Big Soos Creek Gauge 12112600. Summarize other design related flows, such as low flow for the culvert channel, and flood hydrograph for downstream flood impact analysis.

**Hydraulics** – The Consultant will develop a hydraulic model of the stream from the Big Soos Creek confluence to the Little Soos Creek Powerline Crossing using the US Army Corps of Engineer’s HEC-RAS program. Perform a FEMA data request for the effective Big Soos Creek flood hydraulic model. Use King County 2016 LiDAR and stream survey data to build an existing conditions and proposed conditions model for the selected alternative. Utilize the HEC-RAS model to evaluate existing and proposed conditions for the selected culvert alternative for flood water surface elevations, depths, velocities for fish passage, culvert rise and clearance criteria, channel profiles, erosion and scour conditions.

**Stream Simulation Bankfull Width Analysis** – The Consultant will calculate the bankfull widths using stream measurements and empirical calculations. Provide a memorandum documenting the stream bankfull widths and calculated stream simulation culvert replacement span.

**FEMA Floodway/City Zero-Rise Floodplain / Downstream Affects** - The project is located in a Zone A floodplain on the Flood Insurance Rate Map 53303C1280F. The City Code 16.15.340 Zero-rise and FEMA floodway development standards and alterations and 16.15.350 FEMA floodway development standards and alterations will be reviewed and summarized. The Consultant will perform FEMA Floodway and City Zero Rise Floodplain, no-rise calculations for the hydraulic modeling selected alternative and will provide a floodway encroachment and No-Rise floodway analysis for the selected stream crossing alternative to demonstrate No-Rise. In addition to No-Rise, the Consultant will perform an analysis using unsteady state flows through existing and proposed culvert to show No-Rise impacts from increasing the culvert size.

**Assumptions**

- Culvert replacement spans will be dictated by measured bankfull widths and stream simulation design outcomes. We assume a 3-sided box culvert or bottomless pipe-arch culvert will be the preferred culvert replacement design.
- The Culvert replacement will result in Zero Rise in the FEMA Floodway and City’s Zero-Rise Flood Fringe. If the project design results in a rise, compensatory flood storage mitigation design, and/or a FEMA Conditional Letter of Map Revision (CLOMR) and Letter of Map Revision (LOMR) would be required as a separate scope of services and budget.
• The City will provide Right of Entry along the stream for the properties 750 feet upstream and 1,500 feet downstream from the culvert to the confluence with Big Soos Creek.

**Consultant Deliverables**

• Memorandum on Stream Bankfull Width Measurements and Stream Simulation Design Spans for Culvert Replacement

2.4 Wetland and OHWM Delineation and Critical Areas Report

The Consultant biologists will delineate wetlands and the ordinary high water mark (OHWM) of Little Soos Creek within the study area. For this effort, the study area is assumed to be 225 feet upstream and downstream of the intersection of SR 516 and Covington Way SE, in addition to 225 feet north of SR 516 to the west of the intersection to determine if any wetland buffers north of SR 516 may be impacted by the proposed project (per Covington Municipal Code [CMC] 18.65.318). Sequentially numbered flags will be hung along the boundaries of wetlands, OHWM, and data plots. A hand sketch showing the approximate location of each flag will be provided to the surveyor for subsequent survey and integration into the project’s base map.

The wetland delineation will be conducted using the routine determination method outlined in the U.S. Army Corps of Engineers Wetland Delineation Manual and the Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Western Mountains, Valleys, and Coast Region. Delineated wetlands will be classified according to U.S. Fish and Wildlife Service (USFWS) and hydrogeomorphic classification systems and categorized in accordance with the Washington State Department of Ecology (Ecology) Washington State Wetland Rating System for Western Washington (Ecology Publication #14-06-029), as required by CMC 18.65.319. The functions of wetlands will be assessed using the Ecology rating system and the results used to determine regulatory buffer width per CMC 18.65.320.

The OHWM delineation will be conducted using the methodology outlined in Determining the Ordinary High Water Mark for Shoreline Management Act Compliance in Washington State (Anderson et. al. 2016) and classified in accordance with the Washington Department of Natural Resources permanent water typing system (WAC 222-16-030), which has been adopted by the City of Covington (CMC 18.65.350). The stream type will be used to determine the regulatory buffer width per CMC 18.65.360.

The results of the wetland and OHWM delineation will be documented in a Critical Areas Report meeting the requirements of CMC 18.65.110 and 18.65.319. The Critical Areas Report will be prepared such that it can be used as supporting documentation for permitting the project. The Consultant will respond to one set of consolidated comments on the draft report from the design team and City and produce a final report.

**Assumptions**

• Property access to all survey areas will be provided by the City.
• City will coordinate with Covington Police Department regarding removal of homeless encampments prior to field work
• Field work will be completed by two biologists in two 10-hour days.
• Up to three (3) wetlands will be delineated and rated.
• Significant trees will not be mapped or described as part of this effort.
• For the early work portion of the project, the Critical Areas Report will not include an impact analysis or mitigation plan.

**Consultant Deliverables**

• Hand sketch of wetland, OHWM, and data plot flag locations
• Draft Critical Areas Report
• Final Critical Areas Report

### 2.5 Geotechnical Evaluation

The Consultant will develop a geotechnical memorandum in support of the project alternatives analysis. Anticipated project alternatives include:

- A metal arch culvert, a prefabricated 3-sided box culvert with open bottom, and a single span bridge to replace the existing culvert, and
- MSE walls, cantilever soldier pile walls, cast-in-place concrete L-walls, and modular block walls for the roadway expansion.

The memorandum will identify potential locations for stormwater infiltration facilities based on existing subgrade soil and groundwater information. Geotechnical explorations and engineering analyses will not be performed during this stage.

After the selection of the preferred culvert replacement and wall alternatives, the Consultant will perform geotechnical site investigation, including:

- Develop a plan of field exploration locations to supplement the available site information and fill the existing data gaps identified under Task 2.1.
- Prepare a Site-Specific Health and Safety Plan (SSHSP). The SSHSP will address specific health and safety requirements for those who will perform field activities at the project site.
- Prepare a traffic control plan for subsurface explorations drilling, pavement testing, well development, and well sampling.
- Perform geotechnical subsurface explorations and laboratory testing. Anticipated site investigations will include:
  - Completion of three borings, including two 50-foot deep borings preliminarily at the NE and SW corner of the SR 516 and Covington Way SE intersection and one 20-foot-deep boring at the SR 516 and 164th Avenue SE intersection. The borings will be drilled using Sonic drilling method to characterize the subgrade soil for retaining wall foundations, culvert foundations and walls, luminaire and signal pole foundations, pavement design, and to identify the presence of contaminates at each location.
  - Installation of one monitoring well in one of the 50-foot borings to measure and monitor groundwater levels at the site and to allow environmental groundwater sampling. The well will be developed prior to groundwater monitoring and environmental sampling. A transducer and datalogger will be installed to record the groundwater elevation fluctuation over time. We will download and evaluate the data one time.
  - In-situ testing and sampling through Standard Penetration Test (SPT) at 2.5-foot intervals to 10 feet and at 5-foot intervals thereafter. SPT samples will be collected and returned to the Consultant laboratory for geotechnical laboratory testing. The Consultant will perform the geotechnical laboratory testing in accordance with appropriate ASTM International standards. Anticipated geotechnical laboratory testing includes visual classification, moisture content determination, grain size analyses, and Atterberg Limits on selected samples. The Consultant assumes that samples suitable for strength and consolidation testing will not be encountered in the borings. If such soil is encountered, we will notify you and provide recommendations for strength and/or consolidation testing as appropriate.
  - Environmental soil and groundwater samples collected will be conducted by our subcontractor based on U.S. Environmental Protection Agency methods. Anticipated environmental testing include oil / diesel, gasoline, polycyclic aromatic...
hydrocarbons (PAHs), polychlorinated biphenyls (PCBs), volatile organic compounds (VOCs), and metals on selected samples.

- Soil generated during drilling will be placed into 55-gallon drums, labeled, and stored near the site for up to 6 months. After reviewing the environmental laboratory test results, the Consultant will coordinate the removal and disposal of the drums from the site.

- Perform falling weight deflectometer (FWD) testing and pavement cores to evaluate the existing pavement condition.
  - FWD testing is a non-destructive, rapid test method that evaluates a pavement’s structural condition by providing a dynamic load to a pavement surface simulating a wheel load. One lane of FWD testing will be performed in each direction of SR 516 between 156th Place SE and the SR 18 westbound ramp terminal.
  - Pavement cores will be taken to document the existing pavement’s thickness and distress. Nine pavement cores will be conducted along SR 516 between 156th Place SE and the SR 18 westbound ramp terminal. The cores will be about 10-inches in diameter and backfilled using a Redi-mix concrete or cold patch.

The Consultant will develop geotechnical recommendations for the design and construction of the preferred culvert replacement and road widening alternatives. For scoping purposes, the preferred alternative is assumed to be a 3-sided prefabricated box culvert with open bottom to replace the existing culvert, and MSE and cantilever soldier piles are assumed as the preferred alternative for the roadway widening walls. Anticipated geotechnical evaluation and design recommendations include:

- Pavement Design,
  - Flexible pavement design for the new roadway section,
  - Rigid pavement design for the Metro stop, and
  - Grind and overlay design for improving the existing pavement.
- Shallow foundation bearing resistance for the replacement culvert,
- Lateral earth pressures for the replacement culvert alternative, including permanent cast-in-place concrete head and wing walls,
- Lateral earth pressures for temporary cantilever shoring to be used for constructing the culvert replacement alternative and the new underground utilities,
- Global stability analysis and lateral earth pressures for the roadway widening MSE wall,
- Lateral earth pressures for the roadway widening cantilever soldier pile wall,
- Seismic design parameters and seismically induced geologic hazard risk assessment,
- Reuse of on-site materials for backfill and fill walls,
- Embankment fill placement and compaction,
- Settlement estimates for the replacement culvert and roadway widening,
- Short- and long-term infiltration rates based on grain size data for stormwater infiltration facilities, and
- Pole foundations for new luminaries and traffic signals.

The Consultant will characterize the near surface soils to identify potential contaminates in the subgrade that may be encountered during construction. Recommendations will be provided for the handling and disposal of these contaminated soils, and for the treatment of the groundwater during dewatering.

The Consultant will develop and submit a Draft Geotechnical Engineering Report with the 30-percent-complete submittal. Comments received from review of the draft report will be addressed with the development of the Final Geotechnical Engineering Report to be delivered with the 60-percent-complete submittal. The report will include:
• Geotechnical investigation data for the historical and proposed investigation, boring logs and laboratory test results, description of the subsurface conditions, ground water measurements and observations.
• Geotechnical design recommendations for the preferred culvert replacement alternative, the preferred roadway widening walls, pavement, and luminaire and signal pole foundations.
• Geotechnical construction recommendations for the handling and disposal of contaminated soil, treatment of contaminated dewatering water, creek diversion alternatives, and fill placement and compaction.

Assumptions

• The Consultant will contract with a subcontractor to provide traffic control equipment and personnel.
• The Consultant will call the Underground Utilities Location Center (UULC) to locate underground utilities prior to the drilling. The City is responsible for locating utilities not marked by the UULC. The Consultant will also subcontract the private utility locate (Applied Professional Services, APS) to locate utilities.
• The Consultant will contract with a subcontractor to drill borings. The borings will be drilled during nighttime hours in two nights to keep SR 516 open during drilling. A night of drilling will include 10 hours of combined drilling, observation, and travel time.
• The borings will be exempt from the City’s geologic critical areas regulations. A critical areas permit will not be required.
• The well will remain in-place for future groundwater testing, sampling and measuring. Slug testing will not be performed. Well decommissioning will be provided by the Contractor during construction.
• The spoils from the borings will not be characterized as a hazardous waste.
• The Consultant will contract with a subcontractor for the FWD testing and pavement coring. The FWD testing and pavement coring will be performed during nighttime hours in two nights to keep SR 516 open during the work.
• Design for the Geotechnical Engineering Report will be based on City and WSDOT standards. Pavement design will be based on empirical methods outlined in the 1993 AASHTO Guide for Pavement Structures.
• Shallow foundations for the preferred culvert replacement alternative are anticipated. Deep foundation analyses are not included with this scope.
• A groundwater mounding analysis for stormwater infiltration will not be performed.
• Dewatering design, project plans, and project specifications are not included.
• Groundwater withdrawn from monitoring wells for development and testing may be contaminated, therefore requiring on-site storage for up to 6 months and off-site disposal. Generated water will be placed into 55-gallon drums and labeled.
• All permits, if required in association with field activities (including but not limited to drilling), will be obtained by the Consultant.

Consultant Deliverables

• Final Geotechnical Alternatives Memorandum
• Proposed Field Exploration Plan Figure
• Draft (with 30-percent-complete design) Geotechnical Engineering Report
• Final (with 60-percent-complete design) Geotechnical Engineering Report

2.6 Topographic Survey
The Consultant will provide survey information, including underground utilities locations, field
topographic survey, data download and CAD for base maps. This will be used as a basis for the
project design throughout the Plans, Specifications, and Estimates (PS&E) phase.

**Consultant Deliverables**
- All surficial features
- Storm and sanitary sewer rims and flow lines
- Underground utilities as marked by either surficial features or by utility locates
- WSDOT format or as directed in 10, 20, or 50 feet per inch scale drawings
- Work will be completed in AutoCAD platform
- Deliverables will be provided electronically in PDF and CAD formats (DWG)

### 2.7 Stormwater Requirements Evaluation and Early Franchise Utility Coordination

The consultant will perform initial coordination efforts to determine project stormwater
requirements and to engage with entities that may require longer lead times for design
requirements and coordination. Work elements in this task will include: site visit and site photos,
engage franchise utility owners, PSE and Century Link, attend coordination meetings, determine
and prepare a stormwater requirements memorandum.

**Assumptions**
- The project must follow the Ecology’s SWMWW and LID Technical Manual for Puget
  Sound

**Consultant Deliverables**
- Stormwater requirements memo

### 2.8 WSDOT Intersection Control Evaluation (ICE)

The Consultant will prepare an ICE per WSDOT requirements and to meet WSDOT standards. In
July 2019, WSDOT indicated that an ICE would be required for the scope of this project, namely
adding turn lanes to an existing signalized intersection on a state route. The Consultant will
provide an ICE to WSDOT standards, to the scaled level of effort as directed by WSDOT. It is
anticipated that three submittals will be required for approval.

### 2.9 Permit Assessment and Schedule

The Consultant’s permit specialist will prepare a matrix of federal, state, and local environmental
permits and approvals applicable to the proposed project alternatives being evaluated in the
Alternatives Evaluation task. The matrix will include the permit/approval trigger, agency issuing
the permit/approval, supporting documentation required for the application, and estimated
 timeframe for obtaining permits/approvals. The Consultant will provide input to the overall project
schedule specific to environmental permits and connect project milestones to the permitting
timeframe.

**Consultant Deliverables**
- Permit Matrix
- Input to project schedule specific to permitting

### 2.10 Alternatives Evaluation

The City will participate in the alternatives development process and provide input to the
Consultant. The alternatives are intended to address the City’s project goals for improving traffic
operations while balancing impacts to the traveling public and existing environmentally sensitive
areas, as well as overall project costs.
The Consultant team will provide an alternatives evaluation that incorporates data and information gathered in Task 2. This evaluation will include the review of impacts to utilities, stormwater and roadway design, construction phasing and traffic impacts, identification of constraints, key considerations and cost implications. Input to permitting feasibility and mitigation opportunities for the alternatives will be provided.

The Consultant will perform necessary investigations to determine the most feasible structure for the Type, Size, and Location (TS&L) of the proposed culvert replacement. The investigation will include development, refinement, and evaluation of up to three (3) culvert replacement alternatives with at least one prefabricated culvert and one bridge option. Primary areas of consideration shall include structure’s span layout, type and configuration, environmental impact and constraints, property takes, and cost estimates. The Consultant shall incorporate and evaluate constructability, staging areas, and maintaining traffic flow considerations during construction. The existing culvert is approximately 100 feet long and it is envisioned that the new replacement structure will be approximately 120 feet long. TS&L report will be prepared using engineering judgment and as outlined per WSDOT Bridge Design Manual Section 2.1.5.

Due to existing topography of the site and steep banks surrounding the intersection, the improvements will likely require retaining walls to support the anticipated roadway widening. It is estimated that the total length of required walls is 700 feet. The TS&L report will provide an estimate of the required length for the walls per surveying data and will provide recommendations for the best suited type of wall.

Following completion of the alternatives evaluation, the Consultant will prepare a concept-level layout and rough order of magnitude construction estimate, along with a visual rendering of the improvements, of the preferred alternative for the City’s use.

**Assumptions**

- For scoping purposes, the preferred alternative is assumed to be a three-sided prefabricated box culvert with open bottom to replace the existing culvert, and MSE and cantilever soldier piles are assumed as the preferred alternative for the roadway widening walls.
- The City will obtain right-of-entries for the site visit.
- The draft TS&L Design Report will be subject to one (1) round of review each by the City and project stakeholders. The draft TS&L will be reviewed by multiple design disciplines within the Consultant team.

**Consultant Deliverables**

- Draft Project Design Criteria
- List of utilities and potential utility conflicts within project area
- Draft and Final TS&L Report
- Concept-level utility, stormwater and roadway sketch for the preferred alternative
- Concept-level layout of preferred/selected alternative
- Rough order of magnitude construction estimate for preferred alternative
- Visual rendering of preferred alternative

**Task 03 – Plans, Specifications, and Estimate (PS&E)**

The Consultant will prepare PS&E submittal packages based on the scoping Figure 1 (attached) provided via email on August 26, 2019 and based on City of Covington and WSDOT design standards. It is assumed that stakeholders such as King County Metro, utilities, WSDOT, and
others will review and provide feedback on the PS&E submittal packages along with the City, and that the comments will be resolved and incorporated alongside the City’s comments.

3.1 WSDOT Channelization Plan for Approval

The Consultant will prepare the Channelization Plan for Approval for improvements along SR 516 per WSDOT standards. Improvements will include the widening of the roadway and realignment for new turn lanes, a culvert replacement, and accompanying channelization revisions.

The WSDOT Northwest Region Channelization Plan Checklist will be used as a guide for submittal procedure. Related design variances (deviations, exceptions, or justifications) are included in this task. Two (2) design variances are included in this scope.

Submittals of the Channelization Plan for Approval will be prepared to the preliminary, final, and Mylar completion levels. Comments from the City and WSDOT will be reflected in each submittal. Comments will be addressed in a written response letter to be furnished with the second and third submittals. Three (3) submittals are included in this scope.

Consultant Deliverables
- Channelization Plan for Approval sheets at 1” = 20’ scale (3 full-size sheets)
- Up to two (2) design variances

3.2 WSDOT Design Documentation

The Consultant will provide design documentation including Basis of Design and Design Parameter Sheets, as required for project approval. This is anticipated to include up to four rounds of review, revision, and resubmittal of each document.

3.3 30-Percent-Complete PS&E

The Consultant will prepare 30-percent-complete design documents that advance the design from the alternatives evaluation task (2.10). The intent of this task is to develop overall road and utility concepts, identify required code constraints, identify site constraints such as evaluating utility connection/capacity issues and stormwater requirements, and prepare 30-percent-complete design level utility, right-of-way improvements, plans for the project.

This is anticipated to include the following work items:

- Prepare 30-percent-complete plans
  - Cover and Index Sheet
  - Alignment/Control Plans (2 sheets)
  - Roadway Design – plans (6 sheets)
  - Roadway Standard Sections – (1 sheet)
  - Storm drainage – plans (6 sheets)
  - Utilities (public – water, sewer) - plans (6 sheets)
  - Franchise utilities (PSE, Comm, Power) (4 sheets)
  - Illumination Plans (6 sheets)
  - Traffic Signal Plans (1 sheet)
  - ITS Plans (1 sheet)
  - Striping and Signing Plans (6 sheets)
  - Stream Restoration Plan (4 sheets)
- Prepare 30-percent-complete ROM Opinion of Construction Cost

Stream Crossing Design

The Consultant will provide stream crossing fish passage analysis, floodplain no-rise study, and stream restoration design services. SR 516 crosses Little Soos Creek which is not listed as a fish
barrier in either the Washington State Department of Fish and Wildlife (WDFW) SalmonScape or the WSDOT Fish Barrier program. The stream crosses beneath SR 516 in an approximately 8-foot-wide and 120-foot-long, corrugated metal pipe-arch culvert filled with stream bed material. The stream crossing, while not formally listed as a barrier, probably does not meet current WDFW Water Crossing Design Guidelines (2013) and is assumed to require replacement for this project.

**Applicable Stream and Floodplain Guidelines and City Codes:**
- FHWA HEC-18 Evaluating Scour at Bridges (2012)
- FHWA HEC-23 Bridge Scour and Stream Instability Countermeasures (2009)
- City of Covington Municipal Code 16.15 Flood Damage Prevention

**Erosion and Scour** - Calculate the anticipated scour depth at the preferred proposed crossing structure based on methods outlined in Evaluating Scour at Bridges (FHWA, 2012). Provide recommendations for embedment and scour protection of the structure foundation.

**Channel Migration** – The project is exempt from Channel Migration review. A brief CMZ review will be performed for Little Soos Creek and the stream crossing to inform erosion and scour protection design.

**Sedimentation** – Review existing documentation and provide interpretation of sediment transport trends in the Little Soos (and Soos) creek system for culvert sizing and culvert channel design, bed elevation and culvert crown design conditions.

**Stream Bed and Scour Material** - Provide stream bed material and scour protection material specification recommendations to meet the WDFW Crossing Design Guidelines (2013) and WDFW Integrated Streambank Protection Guidelines (2003) and to provide scour protection for the new bridge or culvert structure, and alluvial sediment transport conditions for fish passage.

**Culvert Channel Geometry** – Develop a multi-stage channel design with low flow inset channel and high flow benches. Document culvert bed material thickness and culvert embedment criteria.

**Large Woody Debris** - Utilize Fox and Bolton (2007), the National Marine Fisheries Service (NMFS), Washington State Forest Practices Board (WSFPB), and the Oregon Watershed Enhancement Board (OWEB), to evaluate large woody debris stream existing and proposed design conditions. Provide design recommendations for soil ballast or mechanical anchors.

**Construction Sequencing** – Develop conceptual construction sequence and schedule for culvert construction, stream diversion, fish exclusion and conceptual dewatering requirements.

**Reporting** - Provide a DRAFT Stream Hydraulics Design Report for Stream Crossing Design. Perform a FEMA No-Rise assessment on the selected alternative in the report. Finalize the Stream Crossing Assessment and Design Report using feedback and comments from the City and review agency comments.

**Assumptions**
• The project must follow the Ecology’s SWMWW and LID Technical Manual for Puget Sound
• Water and sewer design will follow the district design standards.
• Erosion and scour protection analysis and design will be for culvert and wall (abutment) shallow foundations. Separate bridge pier scour design is not included in this scope of services.
• The project stream restoration design will be limited to 50 feet upstream and downstream from the edge of new road. Stream restoration design further upstream and downstream, or for off-site wetland and stream mitigation or floodplain compensatory mitigation, is not included in this scope of services.

Consultant Deliverables

• 30-percent-complete Plans
• 30-percent-complete ROM Opinion of Construction Cost
• Draft Stream Crossing Design Report

3.4 60-percent-complete PS&E
The Consultant will progress the 30-percent-complete design to the 60-percent-complete design level. The Consultant will incorporate comments and feedback from previous submittals to the City.

This is anticipated to include the following work items:

• Address and incorporate 30-percent-complete review comments
• Prepare 60-percent-complete plans
  o Cover and Index Sheet
  o General Notes (1 Sheet)
  o Alignment/Control Plans (2 sheets)
  o TESC/Site Preparation Plans (6 sheets)
  o TESC/Site Preparation Details (2 sheets)
  o Roadway Design – plans and profiles (6 sheets)
  o Roadway Standard Sections and Details – (2 sheet)
  o Intersection/ADA Ramp Grading/Details (3 sheets)
  o Storm drainage – plans (6 sheets)
  o Storm drainage – profiles (3 sheets)
  o Storm drainage – details (2 sheets)
  o Stream Design Plan (1 sheets)
  o Stream Profile (1 sheets)
  o Stream Typical Sections (2 sheets)
  o Stream Details (2 sheets)
  o Stream/Wetland Mitigation Plan (1 Sheets)
  o Stream Wetland Mitigation Details (2 Sheets)
  o Utilities (public – water, sewer) – plans (6 sheets)
  o Utilities (public – water, sewer) – profiles, details (3 sheets)
  o Franchise utilities (PSE, Comm, Power) plan and profiles (4 sheets)
  o Franchise utilities (PSE, Comm, Power) details (2 sheets)
  o Landscape Planting Plans (3 sheets)
  o Landscape Planting Schedule (1 sheet)
  o Landscape Planting Details (2 sheets)
  o Irrigation Plans (3 sheets)
  o Irrigation Schedule (1 sheet)
  o Irrigation Details (2 sheets)
Perform stormwater calculations
Prepare Draft Stormwater Report
Perform photometric analysis
Prepare traffic signal and illumination supporting calculations
Prepare specification list
Prepare 60-percent-complete ROM Opinion of Construction Cost

Assumptions
• Specifications will be in the form of WSDOT Special Provisions

Consultant Deliverables
• 60-percent-complete plans
• Specification list
• Draft stormwater report
• 60-percent-complete ROM Opinion of Construction Cost

3.5 90-percent-complete PS&E
The Consultant will progress the design to the 90-percent-complete level. The Consultant will incorporate comments and feedback from previous submittals to the City.

This is anticipated to include the following work items:

• Address and incorporate 60-percent-complete review comments
• Prepare 90-percent-complete plans
  o Cover and Index Sheet
  o General Notes (1 Sheet)
  o Alignment/Control Plans (2 sheets)
  o TESC/Site Preparation Plans (6 sheets)
  o TESC/Site Preparation Details (2 sheets)
  o Roadway Design – plans and profiles (6 sheets)
  o Roadway Standard Sections and Details – (2 sheet)
  o Intersection/ADA Ramp Grading/Details (3 sheets)
  o Storm drainage – plans (6 sheets)
  o Storm drainage – profiles (3 sheets)
  o Storm drainage – details (2 sheets)
  o Stream Design Plan (1 sheets)
  o Stream Profile (1 sheets)
  o Stream Typical Sections (2 sheets)
  o Stream Details (2 sheets)
Stream/Wetland Mitigation Plan (1 Sheets)
- Stream Wetland Mitigation Details (2 Sheets)
- Utilities (public – water, sewer) – plans (6 sheets)
- Utilities (public – water, sewer) – profiles, details (3 sheets)
- Franchise utilities (PSE, Comm, Power) plan and profiles (4 sheets)
- Franchise utilities (PSE, Comm, Power) details (2 sheets)
- Landscape Planting Plans (3 sheets)
- Landscape Planting Schedule (1 sheet)
- Landscape Planting Details (2 sheets)
- Irrigation Plans (3 sheets)
- Irrigation Schedule (1 sheet)
- Irrigation Details (2 sheets)
- Illumination Plans (6 sheets)
- Illumination Details (1 sheet)
- Traffic Signal Plans (1 sheet)
- Traffic Signal Plan Notes and Details (1 sheet)
- Traffic Signal Wiring Diagram (1 sheet)
- Traffic Signal Input File Layout (1 sheet)
- Traffic Signal Pole Chart (1 sheet)
- ITS Plans (1 sheet)
- ITS Notes and Details (1 sheet)
- Structures Plans (24 sheets)
- Striping and Signing Plans (6 sheets)
- Striping and Signing Notes and Details (2 sheets)
- Maintenance of Traffic/Construction Phasing Plans (12 sheets)
- Traffic Control Plans and Details (6 sheets)

- Update stormwater calculations
- Update traffic signal and illumination supporting calculations
- Prepare draft specifications
- Prepare 90-percent-complete ROM Opinion of Construction Cost

Assumptions
- Specifications will be in the form of WSDOT Special Provisions

Consultant Deliverables
- 90-percent-complete plans
- Draft Specifications
- 90-percent-complete ROM Opinion of Construction Cost

3.6 Final PS&E
The Consultant will prepare Final permit documents. The Consultant will incorporate comments and feedback from previous submittals to the City.

This is anticipated to include the following work items:

- Address and incorporate 60% review comments
- Prepare 90-percent-complete plans
  - Cover and Index Sheet
  - General Notes (1 Sheet)
  - Alignment/Control Plans (2 sheets)
  - TESC/Site Preparation Plans (6 sheets)
  - TESC/Site Preparation Details (2 sheets)
• Roadway Design – plans and profiles (6 sheets)
• Roadway Standard Sections and Details – (2 sheet)
• Intersection/ADA Ramp Grading/Details (3 sheets)
• Storm drainage – plans (6 sheets)
• Storm drainage – profiles (3 sheets)
• Storm drainage – details (2 sheets)
• Stream Design Plan (1 sheets)
• Stream Profile (1 sheets)
• Stream Typical Sections (2 sheets)
• Stream Details (2 sheets)
• Stream/Wetland Mitigation Plan (1 Sheets)
• Stream Wetland Mitigation Details (2 Sheets)
• Utilities (public – water, sewer) – plans (6 sheets)
• Utilities (public – water, sewer) – profiles, details (3 sheets)
• Franchise utilities (PSE, Comm, Power) plan and profiles (4 sheets)
• Franchise utilities (PSE, Comm, Power) details (2 sheets)
• Landscape Planting Plans (3 sheets)
• Landscape Planting Schedule (1 sheet)
• Landscape Planting Details (2 sheets)
• Irrigation Plans (3 sheets)
• Irrigation Schedule (1 sheet)
• Irrigation Details (2 sheets)
• Illumination Plans (6 sheets)
• Illumination Details (1 sheet)
• Traffic Signal Plans (1 sheet)
• Traffic Signal Plan Notes and Details (1 sheet)
• Traffic Signal Wiring Diagram (1 sheet)
• Traffic Signal Input File Layout (1 sheet)
• Traffic Signal Pole Chart (1 sheet)
• ITS Plans (1 sheet)
• ITS Notes and Details (1 sheet)
• Structures Plans (24 sheets)
• Striping and Signing Plans (6 sheets)
• Striping and Signing Notes and Details (2 sheets)
• Maintenance of Traffic/Construction Phasing Plans (12 sheets)
• Traffic Control Plans and Details (6 sheets)

- Prepare final stormwater calculations
- Prepare final stormwater report
- Prepare final traffic signal and illumination supporting calculations
- Prepare final specifications package
- Prepare final ROM Opinion of Construction Cost

Assumptions
- Specifications will be in the form of WSDOT Special Provisions

Consultant Deliverables
- Final Design Plans
- Final Specifications
- Final ROM Opinion of Construction Cost
- Final Stream Hydraulics Design Report
- Final Stormwater Report
**Task 04 – Right-of-Way (PE Phase Only)**

The Consultant will provide right-of-way services for the preliminary engineering phase of the project. The work items for this task are anticipated to be:

- WSDOT PFE package for funding estimates
- Provide WSDOT with offer letter package for approval
- Relocation plan, if necessary
- Provide advisory services to design team

**Assumptions**

- The Right-of-Way phase for this project is unfunded as of the date of this scope. This can be added as a separate work item, if needed.

**Task 05 – Environmental Permitting**

The Consultant will provide environmental permitting as described below.

5.1 JARPA, HPA Application, Permit Coordination

*Pre-Application Meeting:* The Consultant will coordinate with the federal, state, and local regulatory agencies and Muckleshoot Tribe to schedule a pre-application site meeting to discuss the project alternatives and permitting and mitigation strategy. We will provide an agenda for the meeting and meeting minutes afterwards documenting the discussion. The results of this meeting will provide guidance in permitting the project and designing our mitigation plan for impacts to critical areas.

*Permit Coordination:* The Consultant will be available to address comments from the Corps, WDFW, and Tribes on the JARPA and HPA application and provide assistance with the agency coordination to help facilitate questions associated with the permit applications. We have included time phone and email correspondence, and overall project management for the natural resources tasks.

**JARPA:** The Consultant will prepare a Joint Aquatic Resources Permit Application (JARPA) form and supporting figures in support of acquiring permits from the Corps (Clean Water Act [CWA], Section 404 permit) and Ecology (CWA Section 401 Water Quality Certification). We will prepare the JARPA form including information pertaining to the applicant, property owners, project location, project description, wetlands, streams, and necessary permits. We will prepare JARPA figures according to Corps formatting guidelines including a vicinity map, property ownership information, plan views, and representative cross-sections. The JARPA figures will identify all work proposed in wetlands and waterward of the ordinary high-water mark including quantities of excavation and fill. The Consultant will respond to one set of consolidated comments on the draft JARPA from the design team and City and produce a final JARPA.

**HPA Application:** Information from the final JARPA will be used to complete a Hydraulic Project Approval (HPA) application through the Washington Department of Fish and Wildlife’s (WDFW) Aquatic Protection Permitting System (APPS). Along with the information from the JARPA, the HPA application will require a SEPA determination, design drawings, critical areas report, and conceptual mitigation plan.

**Assumptions**

- Project impacts to wetlands and Little Soos Creek will be minimized such that the project will qualify for a Nationwide Permit and an Individual Permit will not be required.
• For the preapplication meeting, the design team will provide drawings of proposed alternatives, showing the boundaries of wetlands, Little Soos Creek, and buffers.
• The Consultant will be the authorized agent and will submit the JARPA to the Corps.
• The information included in the JARPA, figures, and APPS application will be based on the 30-percent-complete design. Changes to the site plans which revise impact areas after the 30-percent-complete submittal, and which require JARPA revisions are not included.
• Response to comments from regulatory agencies and tribes will not change the design or require revisions to supporting documentation.

**Consultant Deliverables**

- Pre-Application Meeting Agenda and Minutes
- Draft and final JARPA and figures
- HPA application

### 5.2 Biological Assessment

The Consultant will prepare a Biological Assessment (BA) for the project to submit to the Corps summarizing potential impacts to Little Soos Creek and associated wetlands, species listed as threatened or endangered under the Endangered Species Act, and essential fish habitat protected under the Magnuson-Stevens Fishery Conservation and Management Act. The Consultant will respond to one set of consolidated comments on the draft BA from the design team and City and produce a final BA. The BA will be included in the JARPA submittal to the Corps.

Once the BA has been submitted to the Corps for informal consultation we will coordinate directly with the Corps (and Services if necessary) to address questions or comments that they may have.

**Assumptions**

- Based on a preliminary review, it is assumed that the project can be designed to support a “May Affect, Not Likely to Adversely Affect” effects determination and avoid formal consultation with the Services.
- Comments from agencies and Tribes can be addressed via email correspondence and will not require plan revisions.

**Consultant Deliverables**

- Draft and final BA

### 5.3 SEPA Environmental Checklist

In support of State Environmental Policy Act (SEPA) compliance, The Consultant will prepare an Environmental Checklist form. The checklist will include project information on background and environmental elements (earth, air, water, plants, animals, energy and natural resources, environmental health, land and shoreline use, housing, aesthetics, light and glare, recreation, historic and cultural preservation, transportation, public services, and utilities). The Consultant will respond to one set of consolidated comments on the draft checklist from the design team and City and produce a final checklist.

**Assumptions**

- The project will not have any significant impacts on environmental elements requiring preparation of an Environmental Impact Statement (EIS). Should an EIS become necessary, a scope and budget amendment will be needed.
Completion of the Environmental Checklist will rely on information contained in other reports prepared for the project and project design elements.

The City will sign the Environmental Checklist and route it to the Development Services department.

**Consultant Deliverables**

- Draft and final Environmental Checklist

### 5.4 Mitigation Plan

The Consultant will work with the design team to determine the amount of wetland, stream, and buffer impacts associated with the selected alternative and develop a conceptual mitigation plan. The conceptual mitigation plan will include a detailed functional assessment, identify mitigation areas in the vicinity of the project, and develop a conceptual planting plan to comply with city, state, and federal mitigation requirements. This conceptual mitigation plan will be provided to the City, agencies, and tribe for comment.

The comments received from the agencies and tribe will be used in the preparation of the final mitigation plan. The planting plan, schedule, and details will be incorporated into the design drawings.

**Assumptions**

- For the purposes of scoping, we have tentatively estimated the costs for the final mitigation plan based on projects of similar size and complexity, but because the project impacts are unknown at this time, we cannot anticipate the extent of mitigation required, the types of comments from the agencies, and the level of effort necessary to address those comments.
- We assume that mitigation area necessary to mitigate for the impacts is available within the project area and will primarily consist of restoration of the disturbed areas. Additional mitigation (or mitigation in multiple locations) beyond the immediate area, including use of a mitigation bank or in-lieu fee program, is not included in the scope of work.

**Consultant Deliverables**

- Conceptual Mitigation Plan
- Final Mitigation Plan

### 5.5 NEPA DCE Form

The project will have federal funding and therefore National Environmental Policy Act (NEPA) review and approval is required. The Consultant will complete the following sections of the Documented Categorical Exemption (DCE) form, as described below, for the proposed project:

**Project Description.** The City or design team will develop an official project description to be used for the environmental permitting.

**Air Quality:** The Consultant will complete this section using information provided by the team’s air quality specialist.

**Critical and Sensitive Areas:** The Consultant will complete this section based on existing information from previous studies, our site visit, and information from the City.

**Cultural Resources/Historic Structures:** The Consultant will complete this section using information and analysis provided by the cultural/historical resources specialist.
Floodplains and Floodways: The Consultant will complete this section based on existing information from previous studies, our site visit, and information from the City.

Hazardous and Problem Waste: The Consultant will complete a desktop Hazardous Materials Analysis to identify if potentially contaminated sites are present within the project corridor.

The Consultant will review available historical records and databases and will conduct a windshield survey of the project corridor. The Consultant will address the DCE questionnaire and prepare a memo documenting the analysis.

Noise: The Consultant will complete this section using information provided by the team’s noise specialist.

4(f)/6(f) Resources: The Consultant will complete this section under the assumption that no 4(f)/6(f) resources are located within the project corridor.

Agricultural Lands: The Consultant will complete this section.

Rivers, Streams or Tidal Water: The Consultant will complete this section based on existing information from previous studies, our site visit, and information from the City.

Tribal Lands: The Consultant will complete this section.

Water Quality/Stormwater: The Consultant will complete this section using information provided by the team’s stormwater specialist.

Previous Environmental Commitments: The Consultant will complete this section with input from the City.

Environmental Justice: The Consultant will complete this section, assuming that the project area may contain minority or low-income populations but will not have short- or long-term “disproportionate, high and adverse” effects on those populations. A letter will be prepared that summarizes the required analysis, limited to documentation of readily available demographic information and the project details that preclude adverse effects. If the analysis does not support this assumption, additional analysis will be required that is not included in this scope of work. The letter will also include a summary of the public outreach efforts and results, using information provided by the City and CONSULTANT.

Biological Assessments (BAs) and Essential Fish Habitat Evaluations: The Consultant will complete this section and include a supporting BA (included in a separate section of this scope).

Assumptions

- ROW purchases will be offered after the NEPA DCE has been signed by WSDOT and Federal Highway Administration; thus, Appendix F will not be necessary
- No additional studies or supporting information other than those identified above will be required to complete the DCE
- The Consultant will respond to one set of consolidated comments on the draft checklist from the design team and City and produce a draft checklist for WSDOT review. We will respond to one set of consolidated comments from WSDOT and will produce a final checklist.

Consultant Deliverables
• Completed WSDOT DCE form, including draft and final
• Environmental Justice evaluation, including draft and final
• Hazardous Waste evaluation, including draft and final

5.6 Design Support
The Consultant’s biologist will assist the design team with developing special specification details for the project mitigation / restoration plan and any permit conditions that may need to be included. In addition, we will provide restoration details, such as restoration sequencing, planting details, LWD details, to be included in the plan sheets.

5.7 Cultural Resources Assessment
APE delineation/WSDOT, USACE Coordination
The Consultant will assist the City in coordinating the cultural resources component of the project with appropriate WSDOT and US Army Corps of Engineers cultural resources staff. This may include helping to develop an Area of Potential Effect (APE) for the project. The Consultant can draft APE letters and graphics that will be sent by the City to WSDOT, the Department of Archaeology and Historic Preservation (DAHP), other agencies, and affected Tribes.

Consultant Deliverables
• Draft APE letter and graphic

Background Research
The Consultant will check the Department of Archaeology and Historic Preservation’s (DAHP’s) Washington Information System for Architectural and Archaeological records Data (WISAARD) for information about previous cultural resources assessments in the project vicinity and identified archaeological sites. Other background information may be collected from local historical societies, libraries, ethnographic accounts, and affected Tribes.

Field Survey
Prior to the field survey, the Consultant will complete a utility locate, as required by law. One archaeologist will conduct a survey of the project area in one day. The fieldwork will include pedestrian survey of the entire project site and excavation of shovel probes in high probability areas where there is no impervious surface. Spoils from the shovel probes will be screened through ¼ inch mesh to identify buried cultural material. Any identified artifacts will be described, photographed, and reburied in their probe of origin. Each shovel probe will be recorded with a Global Positioning System (GPS) unit with submeter accuracy. The sediments and cultural material from each probe will be described on standard forms. If the existing culvert is 50 years or older, an architectural historian will also conduct a field visit to record the culvert on a Washington State Historic Property Inventory form. The form will be submitted directly to DAHP.

Report Preparation
The Consultant will prepare a report that will include a brief description of the project, a summary of the background research, and an assessment of the project’s potential for affecting buried pre-contact or historical archaeological sites. The report may include recommendations for ways to complete identification of archaeological sites, like archaeological subsurface testing or archaeological monitoring during construction. The report will be suitable for submission to DAHP and other agencies and will comply with all applicable regulations. The report can be completed within 45 days of notice to proceed. Completion dates may be adjusted to meet project schedules. After one round of review, the Consultant will upload the report to the DAHP database.

Assumptions

Page 20 of 23
• If at any time human remains are encountered, work will cease, and notification of DAHP and affected tribes will proceed as directed by RCW 27-44;
• If necessary, one historical culvert will be recorded;
• No artifacts will be collected;
• Up to 6 shovel probes will be excavated;
• The report will go through one round of review;
• If potentially significant archaeological material is identified, then a scope and budget adjustment may be required to conduct any additional studies to evaluate significance; and
• Treatment of any identified archaeological resources would be determined through consultation with DAHP, affected Tribes, and the City, and may require a DAHP-issued excavation permit.

Consultant Deliverables
• Draft report, 1 PDF by email;
• Final report, 1 PDF by email, submitted to DAHP by the Consultant

5.8 Noise Analysis
The Consultant will provide an analysis based on the guidelines presented in the current Federal-Aid Policy Guide, Subchapter H, Part 772, Procedures for Abatement of Highway Traffic Noise and Construction Noise (FHWA 2010) and the 2011 Traffic Noise Policy and Procedures (WSDOT 2012). The SR 516 Covington Way project will be reviewed to determine the level of noise analysis required under the FHWA and WSDOT policy. Under FHWA and WSDOT, only projects that are determined to be a Type 1 project are required to have a detailed noise study. For a project to be considered Type 1, the project must meet one or more of the following criteria:

1) The construction of a highway on a new location; or,
2) The physical alteration of an existing highway where there is either:
   a. Substantial Horizontal Alteration. A project that halves the distance between the traffic noise source and the closest receptor between the existing condition to the future build condition;
   b. Substantial Vertical Alteration. A project that removes shielding, therefore exposing the line-of-sight between the receptor and the traffic noise source. This is done by either altering the vertical alignment of the highway or by altering the topography between the highway traffic noise source and the receptor; or
3) The addition of a through-traffic lane(s). This includes the addition of a through-traffic lane that functions as a HOV lane, High-Occupancy Toll (HOT) lane, bus lane, or truck climbing lane; or,
4) The addition of an auxiliary lane, except for when the auxiliary lane is a turn lane; or,
5) The addition or relocation of interchange lanes or ramps added to a quadrant to complete an existing partial interchange; or,
6) Restriping existing pavement for the purpose of adding a through-traffic lane or an auxiliary lane; or,
7) The addition of a new or substantial alteration of a weigh station, rest stop, ride-share lot or toll plaza.

If a project is determined to be a Type I project under this definition, then the entire project area as defined in the environmental document is a Type I.
The initial review of the project area indicates that the proposed project will not meet any of these criteria on any noise-sensitive properties as defined under FHWA and WSDOT policy. The project will not add any new through lanes and the change in the horizontal alignment for the new turning lanes are not sufficient to half the distance between the new roadway and any noise-sensitive properties, including the library and any of the nearby residential land uses. Therefore, a detailed noise analysis will not be required, and a memorandum will be prepared to support those findings. If the review determines the project meets the Type 1 requirements, then additional scoping may be required.

The noise technical memorandum will be submitted in MS Word format for review and comments from the City of Covington, project shareholders, and WSDOT. After revisions based on the comments are completed, a final memorandum will be produced in PDF electronic format.

Assumptions

- CAD files in AutoCAD for the existing roadway alignment and proposed roadway alignment, including aerial photo(s), will be provided by the project engineers.

Consultant Deliverables

- Noise Memorandum (draft and final)

5.9 Air Analysis

The Consultant will prepare an air quality technical memorandum that will describe the proposed project, existing air quality conditions in the project area, current conformity status, analysis methodology, air quality impacts related to construction and operation of the project, and recommended mitigation.

Under the DCE environmental analysis, WSDOT requires a qualitative analysis of greenhouse gas (GHG) emissions related to the construction, operations, and maintenance of the facility. The qualitative GHG analysis will follow the recommended methods found in Appendix A of the 2018 WSDOT guidance and will include information on project operation and effect on traffic flow and congestion, and a general discussion of GHGs as applicable to this project. The FHWA Infrastructure Carbon Estimator (ICE) will be used to determine the GHG emissions during the construction and on-going maintenance work over the lifetime of the road. The examination of construction emissions will require assistance from the project designers to obtain all necessary inputs for the ICE mode. The most current version of the Environmental Protection Agency (EPA) emission model MOVES will be used to determine the GHG emissions rates of the vehicle fleet for the future planning year. MM&A will coordinate with project engineers, the City of Covington and the Puget Sound Regional Council for modeling input.

The memorandum will also include a review of potential Mobile Source Air Toxics (MSATs). The review of MSATs will follow the FHWA’s Updated Interim Guidance on Mobile Source Air Toxic Analysis in NEPA Documents (October 2016).

In addition to the analysis and supporting materials described, the memorandum will also follow the guidance provided in:

- Memorandum of Agreement on Fugitive Dust from Construction Projects between WSDOT and the Puget Sound Clean Air Agency.
- Guide to Handling Fugitive Dust from Construction Projects by the Associated General Contractors of Washington.

The air quality technical memorandum will be submitted in MS Word format for review and comments from the City of Covington, project shareholders, and WSDOT. After revisions based on the comments are completed, a final memorandum will be produced in PDF electronic format.
Assumptions
- Detailed project information to include the existing roadway alignment and proposed roadway alignment will be provided by project engineers.
- Traffic data will be provided by project engineers.
- Supporting information for GHG analysis will be provided by project engineers.

Consultant Deliverables
- Air Quality Memorandum (draft and final)

Task 06 – Grant Funding Support
The Consultant will identify grant funding opportunities based on the characteristics of the project that may be able to help address funding for construction and completion of the design. The Consultant will analyze the City’s Transportation Improvement Plan (TIP) and recent applications to grant programs for other Cities to determine grant programs which may be desirable to apply for funding. The Consultant will assist the City with completing the grant applications, supporting conceptual designs and cost estimates in the format needed for the grant program.

The Consultant will assist the City with the development of any code, policy or standards amendments that may increase the chances of successful selection, or in some cases, be required for grant program eligibility. The City is anticipated to complete this work with guidance from the Consultant.

Assumptions
- Grant funding support will be provided for up to three (3) grant programs

Agency Support
- The City will provide the latest Transportation Improvement Plan (TIP)

Consultant Deliverables
- Grant applications, supporting conceptual designs, cost estimates in the format needed for target grant program(s)
TranTech (UDBE) 13.0%
Saez Consulting (UDBE) 2.5%
Michael Minor (UDBE) .7%

Total UDBE Contract Value $255,159.79
Total UDBE Utilization 16.1%
In this Exhibit the agency, as applicable, is to provide a description of the format and standards the consultant is to use in preparing electronic files for transmission to the agency. The format and standards to be provided may include, but are not limited to, the following:

I. Surveying, Roadway Design & Plans Preparation Section

A. Survey Data

   All project files will be prepared using AutoCAD Civil 3D, 2019 Version.

B. Roadway Design Files

   All project files will be prepared using AutoCAD Civil 3D, 2019 Version.

C. Computer Aided Drafting Files

   All project files will be prepared using AutoCAD Civil 3D, 2019 Version.
D. Specify the Agency’s Right to Review Product with the Consultant

E. Specify the Electronic Deliverables to Be Provided to the Agency

   Plans, Specifications and Estimate will be provided in PDF format as well as the native document format.

F. Specify What Agency Furnished Services and Information Is to Be Provided

   Review of electronic files.
II. Any Other Electronic Files to Be Provided

III. Methods to Electronically Exchange Data
   Email and Transpo dropbox.
A. Agency Software Suite

B. Electronic Messaging System

C. File Transfers Format
### Cost Estimate Worksheet

**Number / Project Name**

1.18428.00 - SR 516 and Covington Way

**Pay rates are effective from June 22, 2019 through June 20, 2020, within the ranges shown in the attachment. Only key staff are shown and other staff may work on and charge to the project as needed by the project manager.**

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<th>Project</th>
<th>Quality Control</th>
<th>Project Engineer</th>
<th>Design Engineer</th>
<th>Traffic Analysis</th>
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**Labor:**

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<tr>
<td>1.2 Progress Reports and Invoices</td>
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<td>1.3 Meetings (see schedule)</td>
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<td>296</td>
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<tr>
<th>Task 02 – Project Definition (Early Work Items)</th>
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<tr>
<td>7.1 Historical Information Review</td>
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<tr>
<td>2.2 Traffic Analysis</td>
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<td>2.3 Stream Crossing Assessment</td>
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<td>2.4 Walland and ORNL Delineation and Critical Areas Report</td>
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<tr>
<td>2.5 Geotechnical Evaluation</td>
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<tr>
<td>2.6 Topographic Survey</td>
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<td>2.7 Stormwater Requirements Evaluation and Early Franchise Utility Coordination</td>
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<td>2.8 WSDOT Intersection Control Evaluation (ICE)</td>
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<td>2.9 Permit Assessment, Schedule, and NEPA Kickoff</td>
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<td>2.10 Alternatives Evaluation</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Task 03 – Plans, Specifications, and Estimate (PS&amp;E)</th>
</tr>
</thead>
<tbody>
<tr>
<td>3.1 WSDOT Channelization Plan for Approval</td>
</tr>
<tr>
<td>3.2 WSDOT Design Documentation</td>
</tr>
<tr>
<td>3.3 30-Percent-Complete PS&amp;E</td>
</tr>
<tr>
<td>3.4 60-percent-complete PS&amp;E</td>
</tr>
<tr>
<td>3.5 90-percent-complete PS&amp;E</td>
</tr>
<tr>
<td>3.6 Final PS&amp;E</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Task 04 – Right-of-Way</th>
</tr>
</thead>
<tbody>
<tr>
<td>4.1 JARPA, HPA Application, Permit Coordination</td>
</tr>
<tr>
<td>4.2 Biological Assessment</td>
</tr>
<tr>
<td>4.3 SEPA Environmental Checklist</td>
</tr>
<tr>
<td>4.4 NEPA DCE Form</td>
</tr>
<tr>
<td>4.5 Design Support</td>
</tr>
<tr>
<td>4.6 Forest Resources Assessment</td>
</tr>
<tr>
<td>4.7 Noise Analysis</td>
</tr>
<tr>
<td>4.8 Air Analysis</td>
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</table>

<table>
<thead>
<tr>
<th>Task 05 – Environmental Permitting</th>
</tr>
</thead>
<tbody>
<tr>
<td>5.1 JARPA, HPA Application, Permit Coordination</td>
</tr>
<tr>
<td>5.2 Biological Assessment</td>
</tr>
<tr>
<td>5.3 SEPA Environmental Checklist</td>
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<tr>
<td>5.4 NEPA DCE Form</td>
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<tr>
<td>5.5 NEPA DCE Form</td>
</tr>
<tr>
<td>5.6 Design Support</td>
</tr>
<tr>
<td>5.7 Cultural Resources Assessment</td>
</tr>
<tr>
<td>5.8 Noise Analysis</td>
</tr>
<tr>
<td>5.9 Air Analysis</td>
</tr>
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</table>

<table>
<thead>
<tr>
<th>Task 06 – Grant Funding Support</th>
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<tbody>
<tr>
<td>6.1 JARPA, HPA Application, Permit Coordination</td>
</tr>
<tr>
<td>6.2 Biological Assessment</td>
</tr>
<tr>
<td>6.3 SEPA Environmental Checklist</td>
</tr>
<tr>
<td>6.4 NEPA DCE Form</td>
</tr>
<tr>
<td>6.5 Design Support</td>
</tr>
<tr>
<td>6.6 Forest Resources Assessment</td>
</tr>
<tr>
<td>6.7 Noise Analysis</td>
</tr>
<tr>
<td>6.8 Air Analysis</td>
</tr>
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</table>

<table>
<thead>
<tr>
<th>Total Hours</th>
</tr>
</thead>
<tbody>
<tr>
<td>728</td>
</tr>
</tbody>
</table>

| Labor costs | $61,742 | $4,188 | $35,886 | $16,657 | $12,809 | $4,410 | $6,154 | $2,227 | $144,072.56 |

<table>
<thead>
<tr>
<th>Overhead Rate</th>
<th>157.30%</th>
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<tr>
<td>$229,626.14</td>
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<table>
<thead>
<tr>
<th>Fee (as a % of labor and overhead)</th>
<th>10.00%</th>
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</thead>
<tbody>
<tr>
<td>$37,699.57</td>
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**Miscellaneous Expenses:**

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<thead>
<tr>
<th>Item</th>
<th>Remb.</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Federal Express / Courier</td>
<td>$0</td>
<td></td>
</tr>
<tr>
<td>Phone</td>
<td>$0</td>
<td></td>
</tr>
<tr>
<td>Fax</td>
<td>$0</td>
<td></td>
</tr>
<tr>
<td>Postage</td>
<td>$0</td>
<td></td>
</tr>
<tr>
<td>Graphic supplies</td>
<td>$0</td>
<td></td>
</tr>
<tr>
<td>Photocopy supplies</td>
<td>$0</td>
<td></td>
</tr>
<tr>
<td>Travel expenses (mileage, assumes 24 roundtrips)</td>
<td>$1,000</td>
<td></td>
</tr>
<tr>
<td>Reproduction</td>
<td>$1,000</td>
<td></td>
</tr>
<tr>
<td>Traffic counts</td>
<td>$1,500</td>
<td></td>
</tr>
<tr>
<td>Traffic accident data</td>
<td>$0</td>
<td></td>
</tr>
<tr>
<td>Spec. MPS model run</td>
<td>$0</td>
<td></td>
</tr>
<tr>
<td>Transportation Concurrency Application</td>
<td>$0</td>
<td></td>
</tr>
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</table>

<table>
<thead>
<tr>
<th>Subconsultants</th>
</tr>
</thead>
<tbody>
<tr>
<td>Firm</td>
</tr>
<tr>
<td>1</td>
</tr>
<tr>
<td>2</td>
</tr>
<tr>
<td>3</td>
</tr>
<tr>
<td>4</td>
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<tr>
<td>5</td>
</tr>
<tr>
<td>6</td>
</tr>
<tr>
<td>7</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Sub</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Firm</td>
<td>Cost</td>
</tr>
<tr>
<td>1</td>
<td>Shannon &amp; Wilson</td>
</tr>
<tr>
<td>2</td>
<td>Peridot</td>
</tr>
<tr>
<td>3</td>
<td>TranTech (UDBE)</td>
</tr>
<tr>
<td>4</td>
<td>Southeast Consulting (UDBE)</td>
</tr>
<tr>
<td>5</td>
<td>GCI Consulting</td>
</tr>
<tr>
<td>6</td>
<td>HBB</td>
</tr>
<tr>
<td>7</td>
<td>Michael Minor (UDBE)</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Total Reimbursable Expenses</th>
<th>$3,500</th>
</tr>
</thead>
<tbody>
<tr>
<td>TOTAL ESTIMATE</td>
<td>$1,576,880.36</td>
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</tbody>
</table>

Cost Estimate Prepared on: 11/14/2019
There isn’t any sub-consultant participation at this time. The CONSULTANT shall not sub-contract for the performance of any work under this AGREEMENT without prior written permission of the AGENCY. Refer to section VI “Sub-Contracting” of this AGREEMENT.
## Cost Estimate Worksheet

### Subconsultant: Shannon & Wilson

#### Task List

<table>
<thead>
<tr>
<th>Work Task</th>
<th>Hours</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Hours</td>
<td>42</td>
<td>13</td>
</tr>
</tbody>
</table>

#### Overhead

<table>
<thead>
<tr>
<th>Rate</th>
<th>$15.58</th>
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<tbody>
<tr>
<td>Total Overhead</td>
<td>$243,998.30</td>
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</table>

#### Miscellaneous Expenses:

<table>
<thead>
<tr>
<th>Category</th>
<th>Labor Costs</th>
<th>Overhead Costs</th>
<th>Total Costs</th>
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#### Subconsultants:

<table>
<thead>
<tr>
<th>Firm</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Subconsultants</td>
<td>$30,248</td>
</tr>
</tbody>
</table>

#### Total Estimate:

| $523,274.26 |

---

**Note:** Costs are prepared on 10/31/2019.
Project: Copy for FEE Proposal of SR516 & Covington Way Intersection Improvements
Client: The Transpo Group
PM: Patricia Buchanan

Contract Start Date: 9/30/2019
Contract End Date: 9/30/2020
Contract Duration: 12 Months

Task Billing Rate

<table>
<thead>
<tr>
<th>Task Description</th>
<th>Principal</th>
<th>$83.00</th>
<th>Sr. Associate</th>
<th>$68.75</th>
<th>Sr. Engineer / Mgr</th>
<th>$67.00</th>
<th>Lead Engineer / Mgr</th>
<th>$45.00</th>
<th>Engineer III</th>
<th>$39.00</th>
<th>Engineer II</th>
<th>$37.00</th>
<th>Lead Technician/ Designer</th>
<th>$40.00</th>
<th>Accountant</th>
<th>$54.00</th>
<th>Clerical</th>
<th>Cultural Resources Specialist II</th>
<th>$41.00</th>
<th>Total Hours</th>
<th>Labor Dollars</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Hours</td>
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<td>42.00</td>
<td>254.00</td>
<td>460.00</td>
<td>329.00</td>
<td>625.00</td>
<td>397.00</td>
<td>10.00</td>
<td>24.00</td>
<td>5.00</td>
<td>86.00</td>
<td>101.00</td>
<td>3,348.00</td>
<td>2,325.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>2,674.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total Dollars</td>
<td>$8,649.00</td>
<td>$2,888.00</td>
<td>$17,018.00</td>
<td>$20,700.00</td>
<td>$12,831.00</td>
<td>$23,125.00</td>
<td>$15,880.00</td>
<td>$540.00</td>
<td>$984.00</td>
<td>$125.00</td>
<td>$2,709.00</td>
<td>$105,449.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Expenses:
- Mileage - $0.58
  648
  Totals: 648

**SUMMARY**

Direct Salary Cost: $105,449.00
Overhead Cost: 189.23 % $199,541.00
Fee 10%: $30,499.00
Labor: $335,489.00
Expenses: $648.00
Subconsultants: $0.00
**CONTRACT TOTAL**: $338,137.00
<table>
<thead>
<tr>
<th>Work Element 1 - Project Management</th>
<th>100</th>
<th>40</th>
<th>140</th>
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</thead>
<tbody>
<tr>
<td>Work Element 2 - TS&amp;L</td>
<td>2</td>
<td>20</td>
<td>80</td>
</tr>
<tr>
<td>60% PS&amp;E (Structure &amp; Walls)</td>
<td>2</td>
<td>24</td>
<td>60</td>
</tr>
<tr>
<td>90% PS&amp;E (Structure &amp; Walls)</td>
<td>2</td>
<td>24</td>
<td>60</td>
</tr>
<tr>
<td>100% PS&amp;E (Structure &amp; Walls)</td>
<td>2</td>
<td>16</td>
<td>40</td>
</tr>
<tr>
<td>Total Staff Hours</td>
<td>100</td>
<td>8</td>
<td>84</td>
</tr>
<tr>
<td>Direct Rates</td>
<td>8</td>
<td>84</td>
<td>840</td>
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<tr>
<td>Total Direct Salary Cost</td>
<td>$7,500</td>
<td>$630</td>
<td>$13,000</td>
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<tr>
<td>Total Labor Cost</td>
<td>$74,678</td>
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<td></td>
</tr>
<tr>
<td>OH at 148.97% of Direct Labor</td>
<td>$111,248</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Profit at 10% of Labor + OH</td>
<td>$18,593</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total</td>
<td>$204,518</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Direct Costs (Mileage, Reproduction, Shipping, etc.)</td>
<td>$500</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Grand Total</td>
<td>$205,018</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Transpo Group USA, Inc.

Cost Estimate Worksheet

Number / Project Name
SR516/Covington Way

Subconsultant: Saez Consulting Engineers, Inc.

Only key staff are shown and other staff may work on and charge to the project as needed by the project manager.

<table>
<thead>
<tr>
<th>Work Task</th>
<th>Hours</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>As-Built Research</td>
<td>10</td>
<td>$450</td>
</tr>
<tr>
<td>Field Topographical Survey &amp; Scanning</td>
<td>160</td>
<td>$5,360</td>
</tr>
<tr>
<td>Wetland and OHW Delineations Topo Survey and Sections</td>
<td>160</td>
<td>$5,360</td>
</tr>
<tr>
<td>Data download and CAD for base maps</td>
<td>160</td>
<td>$2,900</td>
</tr>
<tr>
<td>Professional QA/QC</td>
<td>8</td>
<td>$680</td>
</tr>
<tr>
<td>Project Management and Coordination</td>
<td>12</td>
<td>$420</td>
</tr>
<tr>
<td>Invoicing</td>
<td>12</td>
<td>$420</td>
</tr>
<tr>
<td>Total Hours</td>
<td>466</td>
<td></td>
</tr>
</tbody>
</table>

Labor Costs: $16,330.00

Overhead Rate: 85.49%, $13,960.52

Fee (as a % of labor and overhead): 10.00%, $3,029.05

Total Reimbursable Expenses: $2,000

Subconsultants:

<table>
<thead>
<tr>
<th>Subs Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>$0</td>
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</table>

TOTAL ESTIMATE: $35,319.57

Cost Estimate Prepared on: 11/14/2019
Transpo Group USA, Inc.
Cost Estimate Worksheet

Subconsultant: DCI Engineers

Number / Project Name
SR516/Covington Way
1.18428.00

Only key staff are shown and other staff may work on and charge to the project as needed by the project manager.

<table>
<thead>
<tr>
<th>initials</th>
<th>job title</th>
<th>cost rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>RG</td>
<td>principal</td>
<td>$55.29</td>
</tr>
<tr>
<td>VA</td>
<td>Sr. agent</td>
<td>$35.00</td>
</tr>
<tr>
<td>JO</td>
<td>agent</td>
<td>$25.00</td>
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**Labor:**

<table>
<thead>
<tr>
<th>Work Task</th>
<th>Hours</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 PFE Coordination</td>
<td>15</td>
<td>50</td>
</tr>
<tr>
<td>2 WSDOT coordination</td>
<td>20</td>
<td>15</td>
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</table>

<table>
<thead>
<tr>
<th>Work Task</th>
<th>Hours</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>3</td>
<td>0</td>
<td>0</td>
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<tr>
<td>4</td>
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<tr>
<td>18</td>
<td>0</td>
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<table>
<thead>
<tr>
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<th>15</th>
<th>50</th>
<th>0</th>
<th>0</th>
<th>0</th>
<th>0</th>
<th>0</th>
<th>100</th>
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<tbody>
<tr>
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<td>$1,250</td>
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<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$3,710.15</td>
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**Overhead:**

<table>
<thead>
<tr>
<th>Rate</th>
<th>$6,030.85</th>
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**Fee (as a % of labor and overhead):**

| 10.00% | $974.10 |

**Miscellaneous Expenses:**

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<th>Item</th>
<th>Reimbursable</th>
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</tr>
</thead>
<tbody>
<tr>
<td>Mileage</td>
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</tbody>
</table>

**Subconsultants:**

<table>
<thead>
<tr>
<th>Item</th>
<th>Subs Cost</th>
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</thead>
<tbody>
<tr>
<td>1 Appraiser</td>
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</tr>
<tr>
<td>2 Subconsultant B</td>
<td>$0</td>
</tr>
<tr>
<td>3 Subconsultant C</td>
<td>$0</td>
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<tr>
<td>4 Subconsultant D</td>
<td>$0</td>
</tr>
<tr>
<td>5 Subconsultant E</td>
<td>$0</td>
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</table>

**Total Subconsultants:**

| $15,000 |

**Total Reimbursable Expenses:**

| $164 |

| TOTAL ESTIMATE | $25,878.60 |

Cost Estimate Prepared on: 11/6/2019

59 of 115
Cost Estimate Worksheet

Subconsultant: Hough Beck & Baird Inc.
SR 516 & Covington Way SE

Only key staff are shown and other staff may work on and charge to the project as needed by the project manager.

<table>
<thead>
<tr>
<th>Work Task</th>
<th>Hours</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.1 Invoicing, Progress Reports, Earned Value Analysis</td>
<td>6</td>
<td>$377</td>
</tr>
<tr>
<td>2.1 Design Team meetings (10)</td>
<td>4</td>
<td>$216</td>
</tr>
<tr>
<td>3.1 30% Drawings (6 sheets)</td>
<td>56</td>
<td>$1,853</td>
</tr>
<tr>
<td>4.1 60% Drawings (12 sheets)</td>
<td>89</td>
<td>$2,976</td>
</tr>
<tr>
<td>5.1 90% Drawings (12 sheets)</td>
<td>59</td>
<td>$2,024</td>
</tr>
<tr>
<td>6.1 Final Drawings (12 sheets)</td>
<td>25</td>
<td>$872</td>
</tr>
<tr>
<td>6.2 Final Estimate</td>
<td>4</td>
<td>$171</td>
</tr>
<tr>
<td>6.3 Final WSDOT Special Provisions</td>
<td>3</td>
<td>$171</td>
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</table>

| Total Hours | 303 |
| Labor Costs | $11,194.50 |

Overhead: 137.25% $16,364.45

Fee (as a % of labor and overhead): 10.00% $2,655.90

Miscellaneous Expenses:

<table>
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<th>Item</th>
<th>Reimbursable</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
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<td>Federal Express / Courier</td>
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</tr>
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<td>2</td>
<td>Phone</td>
<td>$0</td>
</tr>
<tr>
<td>3</td>
<td>Fax</td>
<td>$0</td>
</tr>
<tr>
<td>4</td>
<td>Postage</td>
<td>$0</td>
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<tr>
<td>5</td>
<td>Graphic supplies</td>
<td>$0</td>
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<tr>
<td>6</td>
<td>Photography</td>
<td>$0</td>
</tr>
<tr>
<td>7</td>
<td>Travel expenses (mileage)</td>
<td>$150</td>
</tr>
<tr>
<td>8</td>
<td>Reproduction</td>
<td>$0</td>
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<tr>
<td>9</td>
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<tr>
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</tr>
<tr>
<td>11</td>
<td>Spec. MPS model run</td>
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</tr>
<tr>
<td>12</td>
<td>Transportation Concurrency Application</td>
<td>$0</td>
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</table>

| Total Reimbursable Expenses | $150 |

Subconsultants:

<table>
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<tr>
<th>Subs</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Subconsultant A</td>
</tr>
<tr>
<td>2</td>
<td>Subconsultant B</td>
</tr>
<tr>
<td>3</td>
<td>Subconsultant C</td>
</tr>
<tr>
<td>4</td>
<td>Subconsultant D</td>
</tr>
<tr>
<td>5</td>
<td>Subconsultant E</td>
</tr>
</tbody>
</table>

| Total Subconsultants | $0 |

**TOTAL ESTIMATE** $29,364.85
## Cost Estimate Worksheet

### SR 516 and Covington Way Intersection Improvements Project (CIP 1063)

Only key staff are shown and other staff may work on and charge to the project as needed by the project manager.

<table>
<thead>
<tr>
<th>Work Task</th>
<th>Hours</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Introduction/Preparation</td>
<td>6</td>
<td>8</td>
</tr>
<tr>
<td>Noise: Type 1 Memorandum</td>
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</tr>
<tr>
<td>Air Quality Memorandum</td>
<td>12</td>
<td>8</td>
</tr>
<tr>
<td>Support and Meetings</td>
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</table>

**Total Hours:** 30

**Labor Costs:**
- Project Manager: $1,867
- Traffic/Air Engineer: $2,116
- Field Technician: $0
- CAD Graphics Editing: $528
- Total: $4,510.60

**Overhead:**
- Rate: 110.00%
- Total: $4,961.66

**Fee (as a % of labor and overhead):**
- Rate: 10.00%
- Total: $497.23

### Miscellaneous Expenses:

<table>
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<tr>
<th>Item</th>
<th>Cost</th>
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</thead>
<tbody>
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<tr>
<td>Postage</td>
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<tr>
<td>Graphic supplies</td>
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<tr>
<td>Photography</td>
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</tr>
<tr>
<td>Travel expenses (mileage)</td>
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</tr>
<tr>
<td>Reproduction</td>
<td>$0</td>
</tr>
<tr>
<td>Traffic counts</td>
<td>$0</td>
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<tr>
<td>Traffic accident data</td>
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<td>Spec. MPS model run</td>
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</tr>
<tr>
<td>Transportation Concurrency Application</td>
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**Total Reimbursable Expenses:** $0

### Subconsultants:

<table>
<thead>
<tr>
<th>Subs</th>
<th>Cost</th>
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<td>A</td>
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<td>$0</td>
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<tr>
<td>D</td>
<td>$0</td>
</tr>
<tr>
<td>E</td>
<td>$0</td>
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</table>

**Total Subconsultants:** $0

**TOTAL ESTIMATE:** $10,419.49

Cost Estimate Prepared on: 10/30/2019
During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees, and successors in interest agrees as follows:

1. Compliance with Regulations: The CONSULTANT shall comply with the Regulations relative to non-discrimination in federally assisted programs of the AGENCY, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the “REGULATIONS”), which are herein incorporated by reference and made a part of this AGREEMENT.

2. Non-discrimination: The CONSULTANT, with regard to the work performed during this AGREEMENT, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of sub-consultants, including procurement of materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the REGULATIONS, including employment practices when this AGREEMENT covers a program set forth in Appendix B of the REGULATIONS.

3. Solicitations for Sub-consultants, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiations made by the CONSULTANT for work to be performed under a sub-contract, including procurement of materials or leases of equipment, each potential sub-consultant or supplier shall be notified by the CONSULTANT of the CONSULTANT’s obligations under this AGREEMENT and the REGULATIONS relative to non-discrimination on the grounds of race, color, sex, or national origin.

4. Information and Reports: The CONSULTANT shall provide all information and reports required by the REGULATIONS or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the AGENCY, the STATE, or the Federal Highway Administration (FHWA) to be pertinent to ascertain compliance with such REGULATIONS, orders and instructions. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, the CONSULTANT shall so certify to the AGENCY, the STATE, or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Non-compliance: In the event of the CONSULTANT’s non-compliance with the non-discrimination provisions of this AGREEMENT, the AGENCY shall impose such AGREEMENT sanctions as it, the STATE, or the FHWA may determine to be appropriate, including, but not limited to:
   • Withholding of payments to the CONSULTANT under this AGREEMENT until the CONSULTANT complies, and/or;
   • Cancellation, termination, or suspension of this AGREEMENT, in whole or in part.

6. Incorporation of Provisions: The CONSULTANT shall include the provisions of paragraphs (1) through (5) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the REGULATIONS, or directives issued pursuant thereto. The CONSULTANT shall take such action with respect to any sub-consultant or procurement as the STATE, the AGENCY, or FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance.

Provided, however, that in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a sub-consultant or supplier as a result of such direction, the CONSULTANT may request the AGENCY enter into such litigation to protect the interests of the STATE and/or the AGENCY and, in addition, the CONSULTANT may request the United States enter into such litigation to protect the interests of the United States.

Agreement Number: LA-9564
<table>
<thead>
<tr>
<th>Exhibit</th>
<th>Description</th>
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<tbody>
<tr>
<td>G-1(a)</td>
<td>Certification of Consultant</td>
</tr>
<tr>
<td>G-1(b)</td>
<td>Certification of City of Covington</td>
</tr>
<tr>
<td>G-2</td>
<td>Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions</td>
</tr>
<tr>
<td>G-3</td>
<td>Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying</td>
</tr>
<tr>
<td>G-4</td>
<td>Certificate of Current Cost or Pricing Data</td>
</tr>
</tbody>
</table>
Exhibit G-1(a) Certification of Consultant

I hereby certify that I am the and duly authorized representative of the firm of Transpo Group USA, Inc. whose address is
12131 113th Ave NE, Suite 203, Kirkland, WA 98034
and that neither the above firm nor I have:

a) Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above CONSULTANT) to solicit or secure this AGREEMENT;

b) Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this AGREEMENT; or

c) Paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above CONSULTANT) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out this AGREEMENT; except as hereby expressly stated (if any);

I acknowledge that this certificate is to be furnished to the City of Covington and the Federal Highway Administration, U.S. Department of Transportation in connection with this AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

Transpo Group USA, Inc.

________________________________________________________________________

Consultant (Firm Name)

________________________________________________________________________

Signature (Authorized Official of Consultant) Date

Agreement Number:
Exhibit G-1(b) of City of Covington

I hereby certify that I am the:

☐ Other

of the , and

or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this AGREEMENT to:

a) Employ or retain, or agree to employ to retain, any firm or person; or

b) Pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind; except as hereby expressly stated (if any):

I acknowledge that this certificate is to be furnished to the and the Federal Highway Administration, U.S. Department of Transportation, in connection with this AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

________________________________________  ______________________________________
Signature                                      Date
Exhibit G-2

Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions

I. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

B. Have not within a three (3) year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State anti-trust statues or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

D. Have not within a three (3) year period preceding this application / proposal had one or more public transactions (Federal, State and local) terminated for cause or default.

II. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

__________________________
Transpo Group USA, Inc.

Consultant (Firm Name)

__________________________
Signature (Authorized Official of Consultant) Date
The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative AGREEMENT, and the extension, continuation, renewal, amendment, or modification of Federal contract, grant, loan or cooperative AGREEMENT.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative AGREEMENT, the undersigned shall complete and submit Standard Form - LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000.00, and not more than $100,000.00, for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier sub-contracts, which exceed $100,000, and that all such sub-recipients shall certify and disclose accordingly.

Transpo Group USA, Inc.

Consultant (Firm Name)

__________________________________________

Signature (Authorized Official of Consultant)   Date
Exhibit G-4 of Current Cost or Pricing Data

This is to certify that, to the best of my knowledge and belief, the cost or pricing data (as defined in section 2.101 of the Federal Acquisition Regulation (FAR) and required under FAR subsection 15.403-4) submitted, either actually or by specific identification in writing, to the Contracting Officer or to the Contracting Officer’s representative in support of SR 516 and Covington Way Intersection Improvements are accurate, complete, and current as of October 30, 2019.

This certification includes the cost or pricing data supporting any advance AGREEMENT’s and forward pricing rate AGREEMENT’s between the offer and the Government that are part of the proposal.

Firm: Transpo Group USA, Inc.

Signature

Principal

Title

Date of Execution***:

*Identify the proposal, quotation, request for pricing adjustment, or other submission involved, giving the appropriate identifying number (e.g. project title.)

**Insert the day, month, and year, when price negotiations were concluded and price AGREEMENT was reached.

***Insert the day, month, and year, of signing, which should be as close as practicable to the date when the price negotiations were concluded and the contract price was agreed to.

Agreement Number: LA-9564
Liability Insurance Increase

To Be Used Only If Insurance Requirements Are Increased

The professional liability limit of the CONSULTANT to the AGENCY identified in Section XII, Legal Relations and Insurance of this Agreement is amended to $ .

The CONSULTANT shall provide Professional Liability insurance with minimum per occurrence limits in the amount of $ .

Such insurance coverage shall be evidenced by one of the following methods:

• Certificate of Insurance.
• Self-insurance through an irrevocable Letter of Credit from a qualified financial institution.

Self-insurance through documentation of a separate fund established exclusively for the payment of professional liability claims, including claim amounts already reserved against the fund, safeguards established for payment from the fund, a copy of the latest annual financial statements, and disclosure of the investment portfolio for those funds.

Should the minimum Professional Liability insurance limit required by the AGENCY as specified above exceed $1 million per occurrence or the value of the contract, whichever is greater, then justification shall be submitted to the Federal Highway Administration (FHWA) for approval to increase the minimum insurance limit.

If FHWA approval is obtained, the AGENCY may, at its own cost, reimburse the CONSULTANT for the additional professional liability insurance required.

Notes: Cost of added insurance requirements: $ .

• Include all costs, fee increase, premiums.
• This cost shall not be billed against an FHWA funded project.
• For final contracts, include this exhibit.

Agreement Number: LA-9564
The purpose of this exhibit is to establish a procedure to determine if a consultant’s alleged design error is of a nature that exceeds the accepted standard of care. In addition, it will establish a uniform method for the resolution and/or cost recovery procedures in those instances where the agency believes it has suffered some material damage due to the alleged error by the consultant.

**Step 1 Potential Consultant Design Error(s) is Identified by Agency’s Project Manager**

At the first indication of potential consultant design error(s), the first step in the process is for the Agency’s project manager to notify the Director of Public Works or Agency Engineer regarding the potential design error(s). For federally funded projects, the Region Local Programs Engineer should be informed and involved in these procedures. (Note: The Director of Public Works or Agency Engineer may appoint an agency staff person other than the project manager, who has not been as directly involved in the project, to be responsible for the remaining steps in these procedures.)

**Step 2 Project Manager Documents the Alleged Consultant Design Error(s)**

After discussion of the alleged design error(s) and the magnitude of the alleged error(s), and with the Director of Public Works or Agency Engineer’s concurrence, the project manager obtains more detailed documentation than is normally required on the project. Examples include: all decisions and descriptions of work; photographs, records of labor, materials and equipment.

**Step 3 Contact the Consultant Regarding the Alleged Design Error(s)**

If it is determined that there is a need to proceed further, the next step in the process is for the project manager to contact the consultant regarding the alleged design error(s) and the magnitude of the alleged error(s). The project manager and other appropriate agency staff should represent the agency and the consultant should be represented by their project manager and any personnel (including sub-consultants) deemed appropriate for the alleged design error(s) issue.

**Step 4 Attempt to Resolve Alleged Design Error with Consultant**

After the meeting(s) with the consultant have been completed regarding the consultant’s alleged design error(s), there are three possible scenarios:

- It is determined via mutual agreement that there is not a consultant design error(s). If this is the case, then the process will not proceed beyond this point.
- It is determined via mutual agreement that a consultant design error(s) occurred. If this is the case, then the Director of Public Works or Agency Engineer, or their representatives, negotiate a settlement with the consultant. The settlement would be paid to the agency or the amount would be reduced from the consultant’s agreement with the agency for the services on the project in which the design error took place. The agency is to provide LP, through the Region Local Programs Engineer, a summary of the settlement for review and to make adjustments, if any, as to how the settlement affects federal reimbursements. No further action is required.
- There is not a mutual agreement regarding the alleged consultant design error(s). The consultant may request that the alleged design error(s) issue be forwarded to the Director of Public Works or Agency Engineer for review. If the Director of Public Works or Agency Engineer, after review with their legal counsel, is not able to reach mutual agreement with the consultant, proceed to Step 5.

Agreement Number: LA-9564
Step 5 Forward Documents to Local Programs
For federally funded projects all available information, including costs, should be forwarded through the Region Local Programs Engineer to LP for their review and consultation with the FHWA. LP will meet with representatives of the agency and the consultant to review the alleged design error(s), and attempt to find a resolution to the issue. If necessary, LP will request assistance from the Attorney General’s Office for legal interpretation. LP will also identify how the alleged error(s) affects eligibility of project costs for federal reimbursement.

- If mutual agreement is reached, the agency and consultant adjust the scope of work and costs to reflect the agreed upon resolution. LP, in consultation with FHWA, will identify the amount of federal participation in the agreed upon resolution of the issue.
- If mutual agreement is not reached, the agency and consultant may seek settlement by arbitration or by litigation.
Consultant Claim Procedures

The purpose of this exhibit is to describe a procedure regarding claim(s) on a consultant agreement. The following procedures should only be utilized on consultant claims greater than $1,000. If the consultant’s claim(s) are a total of $1,000 or less, it would not be cost effective to proceed through the outlined steps. It is suggested that the Director of Public Works or Agency Engineer negotiate a fair and reasonable price for the consultant’s claim(s) that total $1,000 or less.

This exhibit will outline the procedures to be followed by the consultant and the agency to consider a potential claim by the consultant.

Step 1 Consultant Files a Claim with the Agency Project Manager

If the consultant determines that they were requested to perform additional services that were outside of the agreement’s scope of work, they may be entitled to a claim. The first step that must be completed is the request for consideration of the claim to the Agency’s project manager.

The consultant’s claim must outline the following:
- Summation of hours by classification for each firm that is included in the claim;
- Any correspondence that directed the consultant to perform the additional work;
- Timeframe of the additional work that was outside of the project scope;
- Summary of direct labor dollars, overhead costs, profit and reimbursable costs associated with the additional work; and
- Explanation as to why the consultant believes the additional work was outside of the agreement scope of work.

Step 2 Review by Agency Personnel Regarding the Consultant’s Claim for Additional Compensation

After the consultant has completed step 1, the next step in the process is to forward the request to the Agency’s project manager. The project manager will review the consultant’s claim and will meet with the Director of Public Works or Agency Engineer to determine if the Agency agrees with the claim. If the FHWA is participating in the project’s funding, forward a copy of the consultant’s claim and the Agency’s recommendation for federal participation in the claim to the WSDOT Local Programs through the Region Local Programs Engineer. If the claim is not eligible for federal participation, payment will need to be from agency funds.

If the Agency project manager, Director of Public Works or Agency Engineer, WSDOT Local Programs (if applicable), and FHWA (if applicable) agree with the consultant’s claim, send a request memo, including backup documentation to the consultant to either supplement the agreement, or create a new agreement for the claim. After the request has been approved, the Agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit. No further action in needed regarding the claim procedures.

If the Agency does not agree with the consultant’s claim, proceed to step 3 of the procedures.
Step 3 Preparation of Support Documentation Regarding Consultant’s Claim(s)

If the Agency does not agree with the consultant’s claim, the project manager shall prepare a summary for the Director of Public Works or Agency Engineer that included the following:

- Copy of information supplied by the consultant regarding the claim;
- Agency’s summation of hours by classification for each firm that should be included in the claim;
- Any correspondence that directed the consultant to perform the additional work;
- Agency’s summary of direct labor dollars, overhead costs, profit and reimbursable costs associated with the additional work;
- Explanation regarding those areas in which the Agency does/does not agree with the consultant’s claim(s);
- Explanation to describe what has been instituted to preclude future consultant claim(s); and
- Recommendations to resolve the claim.

Step 4 Director of Public Works or Agency Engineer Reviews Consultant Claim and Agency Documentation

The Director of Public Works or Agency Engineer shall review and administratively approve or disapprove the claim, or portions thereof, which may include getting Agency Council or Commission approval (as appropriate to agency dispute resolution procedures). If the project involves federal participation, obtain concurrence from WSDOT Local Programs and FHWA regarding final settlement of the claim. If the claim is not eligible for federal participation, payment will need to be from agency funds.

Step 5 Informing Consultant of Decision Regarding the Claim

The Director of Public Works or Agency Engineer shall notify (in writing) the consultant of their final decision regarding the consultant’s claim(s). Include the final dollar amount of the accepted claim(s) and rationale utilized for the decision.

Step 6 Preparation of Supplement or New Agreement for the Consultant’s Claim(s)

The agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit.
The Local Agency requests to supplement the agreement entered into and executed on 4/24/19. All provisions in the basic agreement remain in effect except as modified by this supplement. The Local Agency certifies that it is not excluded from receiving Federal funds by a Federal suspension or debarment (2 C.F.R. Part 180). Additional changes to the agreement are as follows:

**Project Description**
- **Name**: SR 516 and Covington Way Intersection Improvements
- **Length**: 0.25 miles
- **Termini**: 156th Place SE and 164th Avenue SE
- **Description of Work**: ✓ No Change

Reason for Supplement
Additional consultant design funds are required.

Are you claiming indirect cost rate? ✓ No
Project Agreement End Date: December 31, 2021
Does this change require additional Right of Way or Easements? ✓ No
Advertisement Date:

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<th>Type of Work</th>
<th>(1) Previous Agreement/Suppl.</th>
<th>(2) Supplement</th>
<th>(3) Estimated Total Project Funds</th>
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<th>(5) Estimated Federal Funds</th>
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<td>r. Total Project Cost Estimate (a+b+c+d+e+f+g+h+i+k+m+n+o+p) 1,008,000.00</td>
<td>613,680.00</td>
<td>1,621,680.00</td>
<td>749,760.00</td>
<td>871,920.00</td>
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The Local Agency further stipulates that pursuant to said Title 23, regulations and policies and procedures, and as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions.

**Agency Official**
- **By**: City Manager
- **Title**: City Manager

**Washington State Department of Transportation**
- **By**: Director, Local Program
- **Title**: Director, Local Program
- **Date Executed**: 03/2019
VI. Payment and Partial Reimbursement

The total cost of the project, including all review and engineering costs and other expenses of the State, is to be paid by the Agency and by the Federal Government. Federal funding shall be in accordance with the Federal Transportation Act, as amended, 2 CFR Part 200. The State shall not be ultimately responsible for any of the costs of the project. The Agency shall be ultimately responsible for all costs associated with the project which are not reimbursed by the Federal Government. Nothing in this agreement shall be construed as a promise by the State as to the amount or nature of federal participation in this project.

The Agency shall bill the state for federal aid project costs incurred in conformity with applicable federal and state laws. The agency shall minimize the time elapsed between receipt of federal aid funds and subsequent payment of incurred costs. Expenditures by the Local Agency for maintenance, general administration, supervision, and other overhead shall not be eligible for federal participation unless a current indirect cost plan has been prepared in accordance with the regulations outlined in 2 CFR Part 200 - Uniform Admin. Requirements, Cost Principles and Audit Requirements for Federal Awards, and retained for audit.

The State will pay for State incurred costs on the project. Following payment, the State shall bill the Federal Government for reimbursement of those costs eligible for federal participation to the extent that such costs are attributable and properly allocable to this project. The State shall bill the Agency for that portion of State costs which were not reimbursed by the Federal Government (see Section IX).

VII. Audit of Federal Consultant Contracts

The Agency, if services of a consultant are required, shall be responsible for audit of the consultant’s records to determine eligible federal aid costs on the project. The report of said audit shall be in the Agency’s files and made available to the State and the Federal Government.

An audit shall be conducted by the WSDOT Internal Audit Office in accordance with generally accepted governmental auditing standards as issued by the United States General Accounting Office by the Comptroller General of the United States; WSDOT Manual M 27-50, Consultant Authorization, Selection, and Agreement Administration; memoranda of understanding between WSDOT and FHWA; and 2 CFR Part 200.501 - Audit Requirements.

If upon audit it is found that overpayment or participation of federal money in ineligible items of cost has occurred, the Agency shall reimburse the State for the amount of such overpayment or excess participation.

IX. Payment of Billing

The Agency agrees that if payment or arrangement for payment of any of the State’s billing relative to the project (e.g., State force work, project cancellation, overpayment, cost ineligible for federal participation, etc.) is not made to the State within 45 days after the Agency has been billed, the State shall effect reimbursement of the total sum due from the regular monthly fuel tax allotments to the Agency from the Motor Vehicle Fund. No additional Federal project funding will be approved until full payment is received unless otherwise directed by the Director, Local Programs.

Project Agreement End Date - This date is based on your projects Period of Performance (2 CFR Part 200.309).

Any costs incurred after the Project Agreement End Date are NOT eligible for federal reimbursement. All eligible costs incurred prior to the Project Agreement End Date must be submitted for reimbursement within 90 days after the Project Agreement End Date or they become ineligible for federal reimbursement.

VIII. Single Audit Act

The Agency, as a subrecipient of federal funds, shall adhere to the federal regulations outlined in 2 CFR Part 200.501 as well as all applicable federal and state statutes and regulations. A subrecipient who expends $750,000 or more in federal awards from all sources during a given fiscal year shall have a single or program-specific audit performed for that year in accordance with the provisions of 2 CFR Part 200.501. Upon conclusion of the audit, the Agency shall be responsible for ensuring that a copy of the report is transmitted promptly to the State.

XVII. Assurances

Local Agencies receiving Federal funding from the USDOT or its operating administrations (i.e., Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration) are required to submit a written policy statement, signed by the Agency Executive and addressed to the State, documenting that all programs, activities and services will be conducted in compliance with Section 504 and the Americans with Disabilities Act (ADA).
Subject: Authorize the City Manager to Execute a King County Puget Sound Emergency Radio Network (PSERN) Radio End User Service Level Agreement.

Recommended by: Don Vondran, Public Works Director

Attachment(s):
1. Radio End User Service Level Agreement.
2. PSERN Project Schedule

Prepared by: Andy Jenkins, Emergency Management Program Manager

Explanation:
Puget Sound Emergency Radio Network was established by King County to ensure First Responders and Government agencies have an up to date, standardized and reliable communication network. PSERN will be replacing, on a one to one exchange, all current and activated 800 MHz radios. Covington will receive eight portable and one desktop base radio. This agreement will allow Covington to continue moving forward with the radio replacement program.

Alternatives:
None.

Fiscal Impact:
There is no current fiscal impact. By entering into this agreement, all existing 800 MHz radios will be replaced with the costs covered by King County. There will continue to be a monthly service charge per radio which is already in the base budget.

City Council Action: ___ Ordinance ___ Resolution ___ Motion ___ Other

Council member _______ moves, Council member ________ seconds, to authorize the City Manager to execute a King County Puget Sound Emergency Radio Network (PSERN) Radio End User Service Level Agreement.

Reviewed by: City Manager; City Attorney, Finance Director
This agreement between agency radio users and King County is intended to ensure that expectations and requirements for equipment management and participation in the radio network are clear, and that agency radio users meet necessary maintenance and network participation standards that will support the successful functioning of the Puget Sound Emergency Radio network, avoiding unnecessary costs and disruptions for the many network participants. This agreement is in accordance with the Puget Sound Emergency Radio Network Implementation Period Interlocal Agreement of 2015.

City of Covington ("End User Agency") and King County ("County") (individually, a “Party” and collectively, the “Parties”) enter this Radio End User Service Level Agreement (“Agreement”) on this 26th day of November, 2019. In consideration of the mutual covenants contained herein, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. DEFINITIONS

1.1 Words and terms shall be given their ordinary and usual meanings except as provided in this section or in parentheticals following the definition of a particular term.

1.1.1 Accessory means all materials, special tools and any other items necessary to secure, install, operate and maintain Subscriber Equipment including: device cradles; mounting and installation hardware; power, Ethernet and any other wiring or cables and connectors; strain-relief materials; wire ties; cable labels; pre-assembled wiring harnesses of prescribed length for each vehicle type; fuses and circuit breakers; seals; adhesives; screws, bolts, washers, nuts and grommets; special tools; power supply and power conditioning devices; antennas; microphones; speakers; chargers; and holsters that are purchased by the PSERN Project for the End User Agency. [this is opposed to an accessory (lower case) that is something not provided by PSERN and which is an optional addition purchased at the expense of the End User Agency]

1.1.2 Advanced System Key means hardware attached to a computer to enable critical parameters to be programmed in subscriber equipment.

1.1.3 Confidential Information means any information in written, graphic, verbal, or machine-recognizable form that is: (a) related to the PSERN System; (b) provided to the End User Agency by the Contractor, the Service Provider, or the Service Provider’s contractor; and (c) marked or identified as "confidential," "proprietary," "trade secret" or similar designation.

1.1.4 Contract (or Vendor Contract) means the County’s contract with Motorola Solutions, Inc., King County Contract Number 5729347.

1.1.5 Control Station means all Equipment and Software provided under the Contract that is required to meet the Contract requirements for control stations.

1.1.6 Contractor means Motorola Solutions, Inc. the company hired by King County to provide services for the construction, operation, maintenance or other support of PSERN.
1.1.7 **Emergency** means an unforeseen circumstance that causes or may reasonably be expected to cause a decrease or loss in network clarity, capacity, coverage, reliability, security, features, or functions.

1.1.8 **End User Agency** in the singular means the entity that is a party to this Agreement with the County. In the plural, **End User Agencies** means all entities that are parties to agreements with the County with terms substantially similar to terms in this Agreement.

1.1.9 **Equipment** means all components of the radio system infrastructure including the land mobile radio equipment and software, DC power equipment and software, site video and alarming equipment and software, backhaul equipment and software, and console system equipment and software owned by the County or PSERN Operator and used by the End User Agency pursuant to this Agreement. The term does not include Subscriber Radios. [NOTE: When the lower case word, “equipment,” is used in this Agreement, that use is not intended to be the defined use of the term “Equipment.”]

1.1.10 **Field Servicer (Servicer)** means a PSERN Operator employee, contractor, or subcontractor whose job duties include traveling to sites to repair site electronics that cannot be repaired remotely.

1.1.11 **Full System Acceptance (FSA)** means the determination issued to the Contractor upon satisfactorily completing the final system acceptance phase milestone.

1.1.12 **Government Approvals** means all necessary federal, state and local licenses, permits, and approvals for the improvements needed for the construction, Equipment installation, and operation of PSERN.

1.1.13 **Implementation Period** means the period of time defined as such in the Implementation Period ILA.

1.1.14 **Implementation Period ILA** means the Puget Sound Emergency Radio Network Implementation Period Interlocal Cooperation Agreement.

1.1.15 **Joint Board** means the PSERN Project governing board formed under the Implementation Period ILA.

1.1.16 **KCERCS** means the County-wide Emergency land mobile radio system established under the King County Emergency Radio Communication System Interlocal Agreement.

1.1.17 **Master Advanced System Key** means a device used to create and configure an Advanced System Key.

1.1.18 **Mobile Radio** means all Equipment and Software provided under the Contract that is required to meet the Contract requirements for the mobile radios.
1.1.19 **Monitoring** means real-time fault checking on a continuous basis using tools for remote checking and event characterization.

1.1.20 **Monthly Fee** (or Fee) means the monthly charge paid by the End User Agency to the Service Provider after FSA for the Service Provider’s operation and maintenance of PSERN and for the End User Agency’s use of PSERN.

1.1.21 **Mutual Aid Radios** means an end user radio from a foreign system ID which may include a Mobile, Portable or Control Station radio which has been authorized and programmed to operate on the PSERN System in only a mutual aid capacity.

1.1.22 **Operations Period** means the period of time as defined as such in the Operations Period ILA.


1.1.24 **Part 90** means Part 90 of Title 47 of the Code of Federal Regulations (CFR).

1.1.25 **Portable Radio** means all Equipment and Software provided under the Contract that is required to meet the Contract specifications for the portable radios.

1.1.26 **Premises** means the areas near and in the End User Agency’s location: the area used for staging and construction; the area Equipment will be installed and occupy inside the End User Agency’s location; the area between the right-of-way and Equipment the Service Provider will use for access to the Equipment; and the area between the right-of-way and Equipment to be used for the installation and maintenance of utilities, if any.

1.1.27 **PSERN Board** means initially the Joint Board formed under the Implementation Period ILA, and later the board of directors for the PSERN Operator when it is formed and assumes the ownership, operations, and governance of PSERN.

1.1.28 **PSERN Project** means all authorized activities relating to the planning, analysis, design, development, acquisition, site development, installation, testing, training, and operation of the PSERN until FSA, starting-up a new Service Provider, transferring the PSERN to same, and any decommissioning, contract close-out and other project completion activities.

1.1.29 **PSERN Operator** means the agency that will be established by the parties to the Implementation Period ILA under chapter 39.34 RCW to take over PSERN’s ownership, operation, and governance after FSA.

1.1.30 **Radio Shop** means a facility that is authorized by Contractor to perform installation, maintenance, programming and repair work on Subscriber Radios.
1.1.31 **Rate Stabilization Allocation** means those funds in the PSERN Project budget totaling $2,619,406 earmarked to offset rate increases for End User Agencies and to be distributed via a formula determined by the PSERN Board.

1.1.32 **Resolution Time** means the period measured between the earlier of the time when the Service Provider learns of a problem or receives the repair request and the time the Service Provider deems that it has fixed the problem and notified the End User Agency of the resolution.

1.1.33 **Response Time** means the period measured between the earlier of the time when the Service Provider learns of a problem or receives a repair request for a problem, and the time the Service Provider has begun actively working on the service request.

1.1.34 **Service Provider (or Operator)** means the County during the Implementation Period and up until the transfer of ownership, operation, and governance of PSERN to the PSERN Operator. After the transfer, Service Provider means the PSERN Operator who is responsible for the day-to-day operation and maintenance of PSERN. Service Provider also includes the Service Provider’s employees, agents, consultants, contractors, subcontractors, permittees, successors and assigns.

1.1.35 **Subscriber Radios** means paying End User Agency radios whose home system is PSERN and includes Mobile (vehicular), Portable (handheld), Control Station or consolette radios which have been authorized and programmed to operate on the System and are owned by the End User Agencies.

1.1.36 **Update** means revisions as required for the continued operation and maintenance of the Equipment software including error corrections, bug fixes, work-arounds, patches, anti-virus definitions, intrusion detection sensor signatures, changes in third party software or changes to software and Equipment required to accommodate such third party software changes and any other fixes and changes not constituting an Upgrade.

1.1.37 **Upgrade** means migrating to a new platform or adding features through changes to equipment and/or software.

1.1.38 **User** means an employee, agent, or volunteer of an organization authorized to use PSERN.

1.1.39 **Warranty Period** means the period beginning when the Equipment is made operational by the Contractor and extending for two (2) years after Full System Acceptance, as defined in the Contract.

1.1.40 **Template** means a master codeplug for a specific set of radios that is used to create an Equipment codeplug with the specific radio information required for the configuration of a Portable, Mobile or Control Station Radio. The Template includes ergonomic settings, PSERN radio system information, and Mutual Aid Radio systems information that is programmed into the radio to allow operations on PSERN, KCERCS or other radio systems.
2. INITIAL EQUIPMENT REPLACEMENT

2.1 By and through the Contractor, the County will replace the End User Agency’s existing radios with Subscriber Radios in the numbers and of the types specified in Exhibit 1.

2.2 Subscriber Radios will be standardized with features, functions and Accessories chosen to make them suitable for use by End User Agencies. The End User Agencies may purchase additional Subscriber Radios, features, and accessories. The method and timing of payment for additional equipment will be established by the Joint Board.

2.3 Subscriber Radios will be issued according to the policies of the Joint Board as listed below, and as amended by the Joint Board:

Only For KCERCS Customers:

2.3.1 The PSERN Project will replace governmental agency and hospital agency active radios that were activated, into KCERCS zone controllers as active radios and assigned IDs 120 days prior to the first End User Agency’s Subscriber Radio planned deployment and/or installation dates;

2.3.2 Non-hospital private agencies that are on the KCERCS will have their radios replaced on a 1 for 1 basis according to the agency inventory records as of April 25, 2019;

2.3.3 All End User Agency must turn an existing working radio in to the PSERN Project for each Subscriber Radio provided by the Project to the End User Agency;

2.3.4 End User Agency may keep old radios not needed for Subscriber Radio exchange to use on PSERN if they are approved by the Service Provider as meeting minimum PSERN software configurations and manufacturers specifications; and

2.3.5 End User Agency will pay Monthly Fees for each of its Subscriber Radios unless exempted otherwise by the policies of the Service Provider.

For all other agencies:

2.3.6 Agencies wanting to be on PSERN but not already on KCERCS may be issued Subscriber Radios pursuant to policies and terms and conditions adopted by the PSERN Board, but only if they commit to remaining as an End User Agency for a minimum of 10 years.

2.4 By and through the Contractor, the County initially will configure, program, install and or deploy the Subscriber Radios using the previous template and perform like for like programming. After the initial templates are created and programmed, the PSERN Operator will be responsible for archiving and centrally storing templates as well as infrastructure configuration changes within the templates. The Radio Shops will be responsible for End User Agency configuration settings only. The Master Advanced System Key shall be maintained by the PSERN Operator. The PSERN Operator shall establish policies to determine which Subscriber Radio maintenance shops will be eligible to receive a system key.
2.5 The PSERN Operator will maintain a list of radios approved for use on the PSERN system. The End User Agency agrees to use only approved radios on PSERN and to not program or cause radios to be programmed in a way that they would operate in the P 25 Phase 1 mode of operation while operating on PSERN.

2.6 The County will own the Equipment provided by the PSERN Project. After the new PSERN Operator is formed, ownership of this Equipment shall be transferred to the PSERN Operator at no cost to the End User Agency or to the PSERN Operator.

2.7 Ownership of County-purchased Subscriber Radios will be transferred to the End User Agency within the same fiscal year that the Subscriber Radios are put into service provided that the Subscriber Radios are put into service at least ninety (90) days prior to the end of the fiscal year. If the Subscriber Radios are put into service less than ninety (90) days prior to the end of the fiscal year, then ownership will be transferred within ninety (90) days from the date they are put into service.

2.8 The Train-the-Trainer model will be used to train End User Agency staff to use the Subscriber Radios. Each End User Agency shall designate staff to be trained, and supply that (those) name(s) to the Service Provider. The trainers will receive detailed training on use of the Subscriber Radios from the Contractor.

3 TRANSITION PLAN

3.1 The Service Provider and End User Agency will work with the Contractor to develop a mutually agreeable written transition plan. The transition plan will be approved by the PSERN Joint Board.

3.2 The transition plan will include:

3.2.1 A list of equipment that the End User Agency shall receive as part of the PSERN Project;

3.2.2 An installation plan for all vehicles receiving equipment;

3.2.3 A plan describing how End User Agencies will migrate from analog to digital operations; and

3.2.4 A plan describing the training plan for each End User Agency.

4 INSTALLATION AND TESTING

4.1 If the End User Agency has any special requirements pertaining to the disposition of its existing radios it shall notify the Service Provider as soon as practicable, but no less than within five (5) business days of receiving notification of installation and transition.

4.2 The Service Provider shall secure all Government Approvals required for the installation and operation of the Subscriber Radios.
4.3 All Subscriber Radios will be programmed and tested prior to deployment and/or installation by the Contractor to determine if they are operating in accordance with manufacturer’s specifications.

4.4 The Service Provider will coordinate with the End User Agency regarding the installation schedule as far in advance as possible, but no less than at least fifteen (15) business days in advance.

5 OPERATIONS

5.1 In implementing and managing PSERN, the Service Provider shall:

5.1.1 Be responsible for, or during the Warranty Period ensure the Contractor is responsible for, the repair of defective Equipment, and for programming and installing Equipment purchased and installed during the Implementation Period;

5.1.2 Monitor PSERN for proper operations in accordance with the standards specified herein and monitor for any failure symptoms;

5.1.3 Maintain, operate, repair, Update, Upgrade and test PSERN in accordance with the Equipment manufacturer’s recommendations for routine maintenance;

5.1.4 Provide the End User Agency with a phone number and email address to report system problems. The phone number shall be reachable and Monitored 24 hour X 7 day X 365 days per year;

5.1.5 Respond to network and Equipment problems in accordance with Response and Resolution Tables contained in Exhibit 2;

5.1.6 Purchase the Contractor’s Radio Service Advantage (RSA) product offering which will provide 7 years of support for Subscriber Radios after the conclusion of the two-year warranty period. During the 7 years of RSA support, End User Agencies will be able to receive repairs to Subscriber radios without incurring Contractor’s depot level repair costs. However, any Subscriber Radio needing repair or replacement due to the intentional or negligent act of the End User Agency, its agents, employees, or invitees, will be repaired or replaced by the Radio Shop at the Radio End User Agency’s cost. Such cost is in addition to the Monthly Fee. Disputes regarding the responsibility for repair or replacement cost will be resolved pursuant to Section 23;

5.1.7 Have factory-trained subject matter experts (Duty Technician(s)) on staff who specialize in the diagnosis, troubleshooting and resolution of network performance and Equipment problems;

5.1.8 Have a Duty Technician to act as liaison between itself and the Contractor;

5.1.9 Resolve Equipment warranty claims with the Contractor;

5.1.10 Manage talkgroup site access profiles;
5.1.11 Give the End User Agency at least thirty (30) days’ notice before undertaking scheduled activities that will interrupt or reduce service capacity by twenty-five percent (25%) or more;

5.1.12 Centrally manage the distribution and archiving of regional encryption keys;

5.1.13 Centrally manage the creation of new talkgroups (however, per Section 5.3, End User Agencies will own their own existing talkgroups);

5.1.14 Centrally archive templates for radio programming of End User Agency radios;

5.1.15 Centrally manage the use of integrated voice and data applications such as over-the-air rekeying, over the air programming, outdoor location (GPS information) and radio management;

5.1.16 Ensure public safety agencies have priority of service on the PSERN system; and

5.1.17 Maintain the PSERN system to the following standards as specified in the Contract and as implemented by the Contractor prior to FSA:

5.1.17.1 Delivered Audio Quality 3.4;

5.1.17.2 97% reliability;

5.1.17.3 97% portable on-street coverage in the Primary Bounded Area;

5.1.17.4 95% portable on-street coverage in the Highway Buffer Covered Areas;

5.1.17.5 Grade of Service of 1.0;

5.1.17.6 99.999% availability of backhaul;

5.1.17.7 at least 17db added signal above the baseline PSERN design within the designated in-building coverage areas (downtown Seattle, downtown Bellevue, and north central Renton; and

5.1.17.8 Provide 97% portable on-street coverage in the in-building coverage areas. The Contractor shall provide a System that achieves 97% SAR (service area reliability).

5.2 Following execution of the Operations Period ILA and formation of the PSERN Operator, the PSERN Operator shall:

5.2.1 Develop and adopt a maintenance & operations plan that includes:

5.2.1.1 Talkgroup prioritization levels and site authorizations;

5.2.1.2 Authorized template configuration changes by Radio Shops;
5.2.1.3 System maintenance standards;

5.2.1.4 Technician/System manager administrative rights;

5.2.1.5 Training requirements for technical staff;

5.2.1.6 Distribution, management, and archiving of regional and End User Agency encryption keys;

5.2.1.7 System key management and distribution;

5.2.1.8 OTAP/OTAR roles and responsibilities;

5.2.1.9 Issue resolution reporting procedures including system status, repairs made, impacted area, etc.;

5.2.1.10 Continuity of operations procedures;

5.2.1.11 Procedures for End User agencies to add radios to their inventory at their own cost;

5.2.1.12 Talkgroup sharing agreement requirements; and

5.2.1.13 Conventional channel sharing agreements.

5.2.2. Adopt policies governing the replacement, removal, and addition of Equipment under its control;

5.2.3. Adopt policies related to the access of PSERN for mutual aid and/or interoperability purposes;

5.2.4. Adopt policies defining the approved Equipment and Subscriber Radios authorized for use in PSERN;

5.2.5. Adopt policies defining mandatory configuration settings that must be set into each authorized Subscriber Radio;

5.2.6. Adopt and implement information assurance controls, policies, procedures and processes;

5.2.7. Adopt policies governing the change management program;

5.2.8. Work in partnership with the End User Agencies to develop and regularly report on performance and operating metrics indicating system performance as well as the PSERN Operator’s ability to meet the End User Agencies service requirements; and

5.2.9. Upon request by End User Agencies, provide reports of system usage and equipment inventories.
5.3 In using the Equipment and PSERN, the End User Agency agrees to:

5.3.1 Be responsible for replacement at its cost of any Subscriber Radios that are stolen, damaged, lost or which are determined by the End User Agency to be beyond their expected life if not covered by the radio repair procedures as described in Section 5.4;

5.3.2 Use only radio codeplugs that have been configured by the PSERN Operator;

5.3.3 Create and distribute End User Agency encryption keys;

5.3.4 Own and control their own talkgroups;

5.3.5 Ensure all trunked radios are capable of being configured for P25 Phase II operation;

5.3.6 Prevent unauthorized and untrained personnel from accessing Subscriber Radios;

5.3.7 Promptly report Equipment and network problems to the Service Provider and indicate the impact of the problem on the End User Agency (e.g., if a channel is garbled, features are not working correctly, or if coverage conditions in a known area have changed);

5.3.8 Comply with all applicable information assurance controls, policies, procedures, and processes developed and implemented by the PSERN Operator;

5.3.9 Maintain an accurate system for tracking all Subscriber Radio purchased by the PSERN Project or acquired by the End User Agency and immediately notify the System Provider if the End User Agency knows or suspects that a Subscriber Radio has been lost, stolen, or damaged so that the System Provider can take any necessary actions which may include disabling the Subscriber Radio;

5.3.10 Not permanently transfer, dispose of, or allow an entity or individual outside the User Agency to use Subscriber Radios without the PSERN Board's prior written approval for a period of 7 years after Full System Acceptance (Any radios disposed of under this subsection shall be deprogrammed by a Radio Shop prior to disposal);

5.3.11 Assist the Service Provider in responding to any correspondence, complaint, information request, or claim it receives that pertains to End User Agency operations;

5.3.12 Use a Radio Shop of its choice to perform all installation, maintenance, programming and repair work on Subscriber radios;

5.3.13 Perform, or have performed, preventative maintenance of its Subscriber Radios in accordance with manufacturer's recommendations and schedules;

5.3.14 Perform, or have performed, periodic Updates of subscriber operating system as determined by the Service Provider;
5.3.15 Allow Service Provider the right to inspect applicable Equipment which the End User Agency controls access to in order to verify operations of the Equipment are within the manufacturer’s specifications and Federal Communications Commission rules; and

5.3.16 Not modify Subscriber Radio hardware or software operating characteristics, such as modifying the transmit power levels of mobile radios or replacing the antennas with higher gain antennas on mobile or portable radios without the approval of the PSERN Operator.

5.4 Radio Repair Procedures:

5.4.1 After initial Contractor installation and up to and during the Warranty Period, the End User agency will use a Radio Shop of its choice to perform all installation, maintenance, programming, and repair work on Subscriber Radios and ensure that during the two year warranty period the Radio Shop will:

5.4.1.1 Initiate a service request with Contractor by requesting a Return Merchandise Authorization (RMA); and

5.4.1.2 The Radio shop shall remove failed units from the vehicles and reinstall new units and ship the units to Contractor.

5.4.2 Contractor will:

5.4.2.1 Provide the Radio Shop with an RMA, provide a new Subscriber Radio replacement unit with the latest firmware release, and reimburse the Radio Shop and End User Agency for their costs (including troubleshooting time, owner travel time, removal and installation of the radio, reprogramming, and inventory actions).

5.4.3 Upon completion of the warranty period:

5.4.3.1 The Radio Shop will initiate a service request via Motorola Online (MOL) and reference the Contract Number (#5729347) for repair;

5.4.3.2 Contractor is responsible for inbound and outbound shipping and tracking of each shipment; and

5.4.3.3 End User Agency may have to pay fees for the removal/installation of Mobile Radios or Control Stations per any applicable Radio Shop service agreements and rates.

5.5 The Change management program to be adopted pursuant to Section 5.2 shall be mutually agreed to by the Parties and shall include:
5.5.1 Request for change (RFC) documentation;

5.5.2 Classification of the RFC quantifying the risk/impact and the category;
   5.5.2.1 Risk/Impact may be: low, medium, high; and
   5.5.2.2 Category may be: standard or Emergency.

5.5.3 Assessment and Authorization of the RFC;

5.5.4 Communication with dispatch centers of the RFC’s implications;

5.5.5 Implementation of the change;

5.5.6 Assessment of the quality of the implementation; and

5.5.7 Closure of the RFC record.

6. RESPONSE AND RESOLUTION TIMES TO INFRASTRUCTURE IMPAIRMENTS

6.1 During the Warranty Period when a User reports or the Monitoring equipment detects a
    problem and reports it to the Service Provider, a trained technologist will acknowledge and
    attempt to remotely diagnose the problem. Appropriate responses could include continuously
    Monitoring the event for further development, attempting remote remediation, or dispatching a
    Field Servicer (Servicer) for onsite remediation.

6.2 The table in Exhibit 2 lists Response Times for three levels of severity and the correlating
    Resolution Time for each.

6.3 The Service Provider shall repair or replace a defective piece of Equipment at no cost above the
    Monthly Fee.

6.4 The Service Provider will keep or have access to sufficient spare parts and pieces of Equipment
    so that defective, broken, or wrongly programmed Equipment can be promptly replaced or
    repaired.

7. EQUIPMENT UPDATES AND UPGRADES

7.1 Equipment Updates
   7.1.1 During the Warranty Period, the Contractor shall provide and install Equipment Updates.
    Thereafter, the Contractor shall provide Updates that shall be installed by the Service
    Provider. The cost of Updates shall be included in the Monthly Fee.

   7.1.2 Regular Updates shall include:
7.1.2.1 Contractor’s most current software enhancement release Update which includes defect corrections, bug fixes, patches, and service packs.

7.1.2.2 Patch releases, service packs and other non-security-related Updates released by Contractor, its subcontractors if applicable, and other providers of Equipment operating and application software including Microsoft, Red Hat Linux, Sun Solaris, and other third parties.

7.1.2.3 Contractor’s regular security-related Updates, referred to by Contractor as “Security Update Service” (SUS) that include operating system patches and service packs, anti-virus engines and definitions, intrusion detection systems and signatures, and firewall setting and other security-related Updates.

7.1.3 Updates to software necessary as a result of a failure will be provided based on the severity level of the failure as follows:

7.1.3.1 For failures that affect PSERN service, traffic/capacity, operations, material functions, maintenance capabilities or system administration, the Service Provider shall commence corrective action immediately and exercise its best efforts to work with the Contractor to develop, test, and install a fix in the shortest time possible.

7.1.3.2 For failures that do not affect PSERN service, traffic/capacity, operations, material functions, maintenance capabilities or system administration, the Service Provider shall work with the Contractor to develop, test, and install the fix as part of an Update to be otherwise provided in this Section.

7.1.4 Prior to installation of an Update, the Service Provider shall confirm that the Update has been successfully tested to ensure the Update is compatible and that it will not degrade, interfere with, or otherwise compromise PSERN’s functionality. Updates may be loaded remotely or locally as determined by the Service Provider.

7.1.5 The Service Provider will routinely install Updates, but may defer or decline to install an Update or roll back one or more Updates if the Service Provider in its sole discretion determines that the Update would be detrimental to PSERN’s functionality.

7.1.6 The Service Provider will notify End User Agencies in accordance with the change management program as detailed in Section 5.5 in advance of routine Updates and will provide applicable release notes with each Update. In the case of Updates installed under Section 7.1.3, notice will be provided to the Users with as much lead time as practicable.

7.2 Equipment Upgrades
7.2.1 During the Warranty Period, the Contractor shall provide and install Equipment Upgrades. Thereafter, the Contractor will provide Upgrades that will be installed by the Service Provider. The cost of Upgrades shall be included in the Monthly Fee.

7.2.2 The most recent available Upgrades of the Equipment software and hardware shall be provided at the following points in time: (1) no more than ninety (90) days prior to the start of the FSA testing period; (2) no more than ninety (90) days prior to the end of the Warranty Period; (3) after the Warranty Period, every other year beginning with 2023 subject to availability from the Contractor. The Service Provider may defer or suspend an Upgrade if it determines in its sole discretion that the Upgrade would be detrimental to PSERN’s functionality.

7.2.3 Each Upgrade will include the latest versions of Contractor software and the latest versions of third party software certified for the system and shall include all Updates available at the time of the Upgrade if not already installed under Section 7.1.

7.2.4 Prior to installation of an Upgrade, the Service Provider shall confirm that the Upgrade has been successfully tested to ensure the Upgrade is compatible and that it will not degrade, interfere with, or otherwise compromise PSERN’s functionality. Upgrades may be loaded remotely or locally as determined by the Service Provider.

7.2.5 If an Upgrade requires additional or different Equipment, the Service Provider (by and through the Contractor during the Warranty Period) shall provide and install the necessary Equipment. The cost of the software and Equipment required for the Upgrade, if any, shall be included in the Monthly Fee.

7.2.6 The Service Provider will notify End User Agencies in accordance with the change management program as detailed in Section 5.5.

8 MONTHLY FEE AND PAYMENT

8.1 The End User Agency agrees to pay the PSERN Operator a Monthly Fee for the End User Agency’s use of PSERN and the PSERN Operator’s operation and maintenance of the Equipment and network. The Monthly Fee shall be calculated using a formula determined by the PSERN Board.

8.2 The Monthly Fee will be assessed beginning immediately after FSA for each End User Agency radio with an active ID in the radio system core. In the first month, the Monthly Fee shall be assessed on a prorated basis based on the number of days the radio is in service and will apply to Subscriber Radios used in the field, dispatch center back up radios and recording radios. The PSERN Operator shall provide an invoice to the End User Agency. The first payment will be due on the first day of the first full month after FSA, and shall equal the amount due for that month and any pro-rated amount for the first month of service.
8.3 Monthly Fee payments will be due on the first day of each month, except that at the End User Agency’s sole option it may make annual advance payments in lieu of monthly installments. Payments made will be applied first to charges that are in arrears and then to the payment due for that coming month.

8.4 The first payments after FSA may be reduced based on the PSERN Board’s disbursement of the Rate Stabilization Allocation for those End User Agencies that will see a rate increase as a result of PSERN operations.

8.5 The PSERN Operator shall provide the End User Agency with the address for payment of Fees not less than sixty (60) days prior to the date the first payment is due. All payments shall be accompanied by a reference to this Agreement, or an invoice number.

8.6 If the End User Agency does not pay its Fee or pays only a part of the Fee more than twice in any single calendar year, the PSERN Operator may charge the End User Agency a reasonable late or special handling charge.

8.7 The PSERN Operator’s acceptance of any payment or partial payment after the date it is due shall not be deemed a waiver regarding the End User Agency’s obligations to make future payments on time. And no partial payment shall act as an accord and satisfaction unless approved by the PSERN Board.

8.8 OTHER FEES: The Service Provider may maintain and publish fees for services in support of End User Agency’s operations unrelated to the PSERN Equipment. Such fees may include activation and deactivation fees and time and materials rates for non-PSERN equipment servicing. End User Agencies may use these ad hoc services, if offered, which may consist of:

8.8.1 Time and materials fees in support of UHF systems and equipment, VHF systems and equipment, non-PSERN Microwave equipment and fiber optic networking

8.8.2 Consultation service fees for communication equipment or systems

8.8.3 Consultation service fees for in-building coverage equipment such as bi-directional amplifiers or distributed antenna systems

9. TERM

9.1 This Agreement shall take effect when executed by authorized representatives of the Parties, and shall remain in effect unless one of the following events occurs:

9.1.1 The Parties execute a superseding agreement;

9.1.2 The End User Agency withdraws from the Agreement as provided in Section 16.1; or

9.1.3 The PSERN Board terminates the Agreement as provided in Section 16.2.
10. **COMPLIANCE WITH APPLICABLE LAWS, REGULATIONS, AGREEMENTS, POLICIES, PROCEDURES, AND PERMITS**

The Parties acknowledge: 1) that they are required to comply with various laws, regulations, agreements, policies, procedures, and permits, including those contained in 47 CFR §90, those developed by the PSERN Board and the Service Provider, and those contained in the Implementation Period ILA and the Operations Period ILA, if the End User Agency is a party to those agreements; and 2) that the County is subject to the Vendor Contract’s terms and conditions in the performance of this Agreement. The Parties agree to comply with the applicable laws, regulations, agreements, policies, procedures, and permits.

11. **REPRESENTATIONS AND WARRANTIES**

11.1 The End User Agency represents, warrants, and agrees that:

11.1.1 It will work cooperatively, fully, and promptly with the Service Provider;

11.1.2 It has the full right, power, and authority to enter into this Agreement; and

11.1.3 It does not know any reason why its execution and performance of this Agreement would violate any laws, covenants, or the provisions of any mortgage, lease or other binding agreement.

11.2 The Service Provider represents, warrants, and agrees that:

11.2.1 It will work cooperatively, fully, and promptly with the End User Agency;

11.2.2 It has the full right, power and authority to enter into this Agreement;

11.2.3 It does not know any reason why its execution and performance of this Agreement would violate any laws, covenants or the provisions of any mortgage, lease or other binding agreement.

12. **NOT USED**

13 **INDEPENDENT CONTRACTORS AND NO THIRD PARTY BENEFICIARIES**

13.1 Each Party is an independent contractor with respect to this Agreement. No joint venture or partnership is formed as a result of this Agreement.

13.2 This Agreement is solely for the benefit of the Parties, and gives no right or remedy to any other person or entity.

14 **ASSIGNMENTS**

14.1 By Service Provider
The County may assign this Agreement and all of the County’s rights, duties, and obligations set forth herein, to the PSERN Operator without the End User Agency’s approval. However, such assignment shall require approval by the PSERN Board.

14.2 By the End User Agency:

The End User Agency may not assign any of its rights, duties, or obligations set forth in this Agreement except as approved in writing by the PSERN Board and the Service Provider.

15 RECORDS

Each Party shall keep records as required by state law. To the extent permitted by law, all records, accounts and documents relating to matters covered by this Agreement shall be subject to inspection, copying, review or audit by the Washington State Auditor or any Party. Upon reasonable notice, during normal working hours, each Party shall provide auditors from the Washington State Auditor or the other Party with access to its facilities for copying said records at their expense. If a Party receives a request for records under the Washington State Public Records Act for records that meet the definition of Confidential Information, and if the Party determines such record is or may be subject to disclosure, the Party’s sole obligation to protect the confidentiality shall be to notify the entity or individual claiming confidentiality of the request and the date that such Confidential Information will be released. Such individual or entity, shall have the option of obtaining a court order to enjoin disclosure pursuant to RCW 42.56.540.

16. ENDING SERVICE

16.1 End User Agency may apply for withdrawal from this Agreement with at least one year’s written notice of its intent to withdraw. Such applications shall be handled in accordance with the PSERN Board’s rules.

16.2 After giving the End User Agency a reasonable period of time to cure, the PSERN Board may terminate this Agreement for the End User Agency’s repeated violations of the Agreement terms. The PSERN Board may immediately terminate this Agreement where an action or inaction of the End User Agency significantly diminishes or threatens to significantly diminish the operations of PSERN or results in the loss of or threatened loss of PSERN’s spectrum licenses. Termination actions shall be handled in accordance with the PSERN Board’s rules.

17. INDEMNIFICATION

Each Party shall save harmless the other Party, its officers, officials, employees and agents while acting within the scope of their employment as such, from any and all suits, costs, claims, actions, losses, penalties, judgments, and/or awards of damages, of whatsoever kind arising out of, or in connection with, or incident to the services associated with this Agreement caused by or resulting from each Party's own negligent acts or omissions. Each Party agrees that it is fully responsible for the acts and omissions of its own contractors, subcontractors, their employees
and agents, acting within the scope of their employment as such, as it is for the acts and
omissions of its own employees and agents.

18. **INSURANCE**

18.1 King County Insurance

The County maintains a self-insurance program for the protection and handling of its liabilities
including injuries to persons and damage to property. The End User Agency acknowledges, agrees
and understands that the County is self-funded for all of its liability exposures for this
Agreement.

18.2 The PSERN Operator

Upon the transfer of PSERN to the PSERN Operator, the PSERN Operator shall either maintain a
fully funded self-insurance program in accordance with applicable law or acquire and maintain
commercial general liability insurance in the amount of Five Million Dollars ($5,000,000) per
occurrence and Five Million Dollars ($5,000,000) general aggregate, based on ISO Form CG 00 01
or equivalent.

18.3 Contractors and Subcontractors Insurance

The County and PSERN Operator shall require their contractors and subcontractors to maintain
general liability insurance for all activities related to installation and servicing of the equipment at
the Centers.

18.4 End User Agency’s Insurance

The End User Agency agrees to maintain a self-insurance program or to procure and maintain the
following minimum insurance coverage areas and limits, or comparable program(s) of self-
insurance, responsive to its liability and property exposures under this Agreement:

18.4.1 General Liability: Insurance Services “occurrence” form CG 00 01 (current edition), or its
substantive equivalent. Commercial General Liability coverage shall be no less than ONE
MILLION DOLLARS ($1,000,000) per combined single limit per occurrence, and TWO
MILLION DOLLARS ($2,000,000) in the aggregate for bodily injury and property damage.

18.4.2 Workers' Compensation/Stop Gap/Employers Liability: Statutory Workers Compensation
coverage and Stop Gap Liability for a limit no less than ONE MILLION DOLLARS
($1,000,000) per occurrence.

19. **NOTICES**

Written notice for purposes of Sections 16, 18 and 23 must be either delivered by courier or sent
by certified mail, return receipt requested, to the address listed below. Notices shall be deemed
effective upon the earlier of receipt when delivered, or, if mailed, upon signature on the return
receipt. A Party may change the address for notices from time to time by providing the other

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Party(ies) the replacement name and contact information. Notice shall not be effective unless and until the other Party(ies) has (have) received this information.

**To the End User Agency:**
Don Vondran, Public Works Director  
City of Covington  
16720 SE 271st Street, Suite 100  
Covington, WA 98042

**To the County or PSERN Operator:**
Hai Phung, Project Manager  
King County Department of Information Technology  
401 5th Avenue  
Seattle, WA 98104

20. **AMENDMENT**

This Agreement may be amended only upon mutual written agreement of the Parties and approval of the PSERN Board.

21 **FORCE MAJEURE**

Acts of nature, acts of civil or military authorities, acts of war, terrorism, fire, accidents, shutdowns for purpose of Emergency repairs, strikes and other labor disruptions, and other industrial, civil or public disturbances that are not reasonably within the control of a Party causing the Party’s inability to perform an obligation under this Agreement are “Force Majeure Events.” If any Party is rendered unable, wholly or in part, by a Force Majeure Event, to perform or comply with any obligation or condition of this Agreement, such obligation or condition shall be suspended for the time and to the extent reasonably necessary to allow for performance and compliance and restoration of normal operations.

22 **CONFLICT WITH OTHER AGREEMENTS**

If any provision of this Agreement conflicts with a provision of the Implementation Period ILA, the Operations Period ILA, or the lease between the End User Agency and King County (or Service Provider as applicable), if any, such that the provisions cannot be harmonized, then the provisions of the applicable ILA or lease shall control over this Agreement.

23 **DISPUTE RESOLUTION**

If a dispute arises out of or relates to this Agreement, the Parties shall endeavor to resolve the dispute through direct negotiations between them. If the Parties are unable to resolve the dispute within sixty (60) days of its occurrence, either Party may refer the dispute to the PSERN Board for resolution and shall provide the other Party with notice of such referral. If the dispute is not resolved by the PSERN Board within sixty (60) days of referral to it, either Party may refer the dispute to the executive officers of the Parties. If the dispute is not resolved by the executives within 60 days of referral, either Party may refer the dispute to non-binding
mediation. The parties to the dispute shall share the costs of mediation equally. Referral of the dispute to the PSERN Board, the executives, and mediation shall be a condition precedent to a Party’s pursuit of other available legal remedies.

24 CHOICE OF LAW AND VENUE

This Agreement and any rights, remedies, and/or obligations provided for in this Agreement shall be governed, construed, and enforced in accordance with the substantive and procedural laws of the State of Washington. The Parties agree that the King County Superior Court, Washington shall have exclusive jurisdiction and venue over any legal action arising under this Agreement.

25 NO WAIVER

No term or provision of this Agreement shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the Party claimed to have waived or consented. Waiver of any default of this Agreement shall not be deemed a waiver of any subsequent default. Waiver of breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach. Waiver of such default or breach shall not be construed to be a modification of the terms of this Agreement unless stated to be such through written approval of the Parties.

26 EXECUTION AND COUNTERPARTS

This Agreement may be executed in counterparts, any one of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument.

27 SURVIVAL PROVISIONS

The following provisions shall survive and remain applicable to each of the Parties notwithstanding any termination or expiration of this Agreement and notwithstanding a Party’s withdrawal from this Agreement.

   Section 15 Records

   Section 17 Indemnification

   Section 19 Notices

   Section 24 Choice of Law and Venue

28 SEVERABILITY

The invalidity of any provision of this Agreement shall not affect the validity of the remaining provisions.
IN WITNESS WHEREOF, authorized representatives of the Parties have signed their names in the space provided below.

King County  City of Covington

David Mendel, Director, King County  Regan Bolli
Emergency Radio Communications  City Manager
Exhibit 1
List of equipment for End User Agency

The quantities of equipment listed here will be based on the preliminary radio inventory. The parties agree that prior to radio replacement final inventory numbers will be mutually agreed to, subject to the replacement polices adopted by the PSERN Joint Board.

## Covington City

<table>
<thead>
<tr>
<th></th>
<th>Portable Location Capable</th>
<th>Encryption with Over The Air Re-keying</th>
<th>Portable Radio quantity with microphone 2 batteries, case</th>
<th>Individual Charger</th>
<th>6 Pocket Charger</th>
</tr>
</thead>
<tbody>
<tr>
<td>Other Gov't</td>
<td>No</td>
<td>No</td>
<td>9</td>
<td>9</td>
<td>0</td>
</tr>
<tr>
<td>Police</td>
<td>Yes</td>
<td>Yes</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Fire/EMS</td>
<td>Yes</td>
<td>Yes</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th></th>
<th>Mobile Location Capable</th>
<th>Encryption with Over The Air Re-keying</th>
<th>Dash mount radio</th>
<th>Trunk mount radio</th>
<th>Dual head radio</th>
<th>Quad head radio</th>
<th>Motorcycle radio</th>
</tr>
</thead>
<tbody>
<tr>
<td>Other Gov't</td>
<td>No</td>
<td>No</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Police/Fire/EMS</td>
<td>Yes</td>
<td>Yes</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th></th>
<th>Base Location Capable</th>
<th>Encryption with Over The Air Re-keying</th>
<th>Consolette radio</th>
<th>Desktop radio</th>
</tr>
</thead>
<tbody>
<tr>
<td>Other Gov't</td>
<td>No</td>
<td>No</td>
<td>0</td>
<td>1</td>
</tr>
<tr>
<td>Police/Fire/EMS</td>
<td>Yes</td>
<td>Yes</td>
<td>0</td>
<td>0</td>
</tr>
</tbody>
</table>

Total Radios 10

All radios come with 700/800 MHz Trunked/Conventional P25 & Smartzone Trunking, Over the Air Programming, Radio Authentication, Integrated Voice and Data, Advanced System Key
Exhibit 2
Response and Resolution Tables

<table>
<thead>
<tr>
<th>Severity Level</th>
<th>En-Route Response Time</th>
<th>Restoration and Replacement Times</th>
<th>Examples</th>
</tr>
</thead>
<tbody>
<tr>
<td>Severity 1</td>
<td>Field Servicer shall be en-route within thirty (30) minutes after Contractor or Service Provider detects or is notified of the failure, whichever occurs first.</td>
<td>Within four (4) hours of detection or report of failure, whichever occurs first, restore full functionality to land mobile radio equipment and software, microwave system equipment and software and MPLS equipment and software and if equipment is malfunctioning, install FRU. Concerning equipment and software not listed above, Service Provider’s goal is to resolve all Severity 1 failures within two hours of arrival. However, it is possible that some resolutions could require additional time and effort due to multiple item failure, antenna system failure, etc. In any event, Service Provider is committed to failure resolution as rapidly as possible, utilizing all available resources to resolve the failure as soon as possible.</td>
<td>Failure of any system control equipment element. (e.g. equipment at a master site or prime site). Any failure which results in the loss of wide area operation of one or more simulcast radio sub-system. Failure of operation of 25% or more of the operator stations in a dispatch center. This level represents the most critical issues affecting significant portions of the System and its users.</td>
</tr>
<tr>
<td>Severity 2</td>
<td>Field Servicer shall be en-route within thirty (30) minutes after Contractor or Service Provider detects or is notified of the failure, whichever occurs first.</td>
<td>Within twenty-four (24) hours of detection or report of failure, whichever occurs first, restore full functionality to land mobile radio equipment and software microwave system equipment and software and MPLS equipment and software and if equipment is malfunctioning, install FRU. Concerning equipment and software not listed above Service Provider’s goal is to resolve all Severity 2 failures within twelve hours of arrival. However, it is possible that some resolutions could require additional time and effort due to multiple item failure, antenna system failure, etc. In any event, Service Provider is committed to failure resolution as rapidly as possible, utilizing all available resources to resolve the failure as soon as possible.</td>
<td>Loss of 20% or more voice talk-path capacity at a site. Failure of operation of any individual site that comprises a part of a simulcast subsystem or multicast site. Any Backhaul failure which causes either a loss of traffic through a path or loss of node redundancy. Network Management System (NMS) failure dispatch center failure impacting operations. Loss of connectivity of any dispatch or RF site to the core network. Environmental alarms, such as DC plant and backup power. This level represents major issues that results in an impaired or unusable sub-system, or loss of critical features from the End User Agency’s perspective.</td>
</tr>
<tr>
<td>Severity 3</td>
<td>Field Servicer shall be en-route as soon as possible after Contractor or Service Provider detects or is notified of the failure, whichever occurs first.</td>
<td>Within twenty-four (24) hours of detection or report of failure, whichever occurs first, restore full functionality to land mobile radio equipment, microwave system equipment and software and MPLS equipment and software and, if equipment is malfunctioning, install new equipment. Concerning equipment and software not listed above, Service Provider’s goal is to resolve all Severity 3 failures within twenty-four hours of arrival. However, it is possible that some resolutions could require additional time and effort due to multiple item failure, antenna system failure, etc. In any event, Service Provider is committed to failure resolution as rapidly as possible, utilizing all available resources to resolve the failure as soon as possible.</td>
<td>Loss of less than 20% of voice talk-path capacity at any site. Any Backhaul failure or alarm which does not result in loss of traffic or redundancy. No more than 1 console out-of-service at any dispatch location. Loss of any NMS workstation. This level represents moderate issues that limit End User Agency’s normal use of the system, sub-system, product, or major non-critical features from an End User Agency’s perspective.</td>
</tr>
</tbody>
</table>
Project Schedule

- Dispatch Console Training for Master Trainers September 2019 -- Completed
- Technician System Training -- October - December 2019
- Countywide SLA process to be completed – February 2020
- End-User Radio Training for Master Trainers from December 2020 - January 2021
- System Optimization and Coverage Testing to be completed by December 2020
- Deployment of radios to end users from April 2021 – February 2022

*Dates subject to change*
SUBJECT: PUBLIC HEARING TO RECEIVE TESTIMONY FROM THE PUBLIC REGARDING PROPOSED FISCAL YEAR 2020 BUDGET [SECOND OF TWO PUBLIC HEARINGS].

ATTACHMENT(S):

COUNCILMEMBERS AND STAFF: PLEASE REMEMBER TO BRING YOUR PRELIMINARY 2020 BUDGET WORKBOOK BINDERS TO THE MEETING. THANK YOU!

RECOMMENDED BY: Casey Parker, Finance Director

EXPLANATION:
This is the second of two public hearings to receive testimony from the public on the 2020 proposed operating and capital budget. This hearing is required to be held by RCW 35.33.057.

ALTERNATIVES:
N/A

FISCAL IMPACT:
N/A

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

HOLD PUBLIC HEARING TO RECEIVE TESTIMONY ON THE 2020 PROPOSED OPERATING AND CAPITAL BUDGET.
SUBJECT: CONSIDER APPOINTMENTS TO YOUTH COUNCIL

RECOMMENDED BY: Regan Bolli, City Manager

ATTACHMENTS:

1. Applications provided separately.

PREPARED BY: Joan Michaud, Sr. Deputy City Clerk

EXPLANATION:
Council adopted Resolution No. 2016-19 creating a Youth Council on October 25, 2016 and amended that resolution on September 12, 2017 with Resolution No. 2017-09 to establish a set number of 15 members. The Youth Council currently consists of two adult leaders and eight youth members.

On November 26, 2019 Council interviewed two members who wish to be re-appointed to another term. Resolution No. 2016-19 states youth shall serve one-year terms.

<table>
<thead>
<tr>
<th>Name of Applicant</th>
<th>School</th>
<th>Attendance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Jack Harjehausen (current Pos. 3, expires 12/31/2019)</td>
<td>Kentlake</td>
<td>92%</td>
</tr>
<tr>
<td>Mia Stewart (current Pos. 4, expires 12/31/2019)</td>
<td>Kentwood</td>
<td>50%</td>
</tr>
</tbody>
</table>

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

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

Councilmember __________ moves, Councilmember __________ seconds, to appoint __________ to fill Position No. 3 on the Youth Council with a term expiring December 31, 2020.

Councilmember __________ moves, Councilmember __________ seconds, to appoint __________ to fill Position No. 4 on the Youth Council with a term expiring December 31, 2020.

REVIEWED BY: Recreation Specialist, City Manager
SUBJECT: PROPOSED ORDINANCE TO SET THE 2019 PROPERTY TAX LEVY FOR COLLECTION IN 2020.

ATTACHMENT(S):
1. Proposed Ordinance
2. Property Tax Worksheet

EXPLANATION:
Property taxes for the City of Covington are currently one of three main sources of revenue for the city. Property taxes are subject to a variety of legal limitations, including limits on growth (the 101%), limits on tax rates, and limits on total rate for overlapping districts. Property taxes are the most stable form of taxation – one that is not portable.

Staff has proposed an estimated property tax levy increase of 0.89%. The increase will allow for any adjustments in revenue resulting from new construction, improvements to property, newly constructed wind turbines, any increase in the value of state assessed property, any annexations that have occurred, and refunds made that are added to the worksheet by the county after adoption of the property tax levy ordinance.

A public hearing required under state law (RCW 84.55.120) to consider the city’s revenue sources and potential adjustments to property tax revenues was held on October 8, 2019. The deadline for setting 2019 property tax levies for cities in King County is November 30, 2019.

ALTERNATIVES:
This is a significant revenue source for the city. Should the council elect to make any significant changes to the levy that has been projected in the preliminary budget and the 6-Year Forecast Model, a corresponding change in the budgeted expenditures may need to be made.

FISCAL IMPACT:
This ordinance sets the 2019 property tax levy for taxes to be collected in 2020. Covington’s estimated assessed value (AV) for 2020 is $2,865,911,259 including (estimated) $66,830,409 for new construction.

Based on the AV, the estimated total levy is $2,906,242. This includes the beginning levy of $2,800,214, plus one percent of the beginning levy equaling $28,002, plus relevy for prior year refunds $9,647, and an estimated amount for new construction of $68,379. A final amount to be levied for new construction, the state-assessed public utility value, and prior year refunds made will be determined by the assessor’s office.

Because the county does not have the final numbers for items such as new construction, the state-assessed public utility value, and refunds made at this time, language is included in the ordinance that gives the county permission to make changes based on the final numbers. This would result
in additional taxes for the city. Therefore, the amount that will be included in the ordinance to cover any additional revenue not included in the preliminary worksheet will be $2,975,000.

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

Councilmember __________________ moves, Councilmember __________________ seconds, to pass an ordinance, in substantial form as that attached hereto, setting the 2019 property tax levy for collection in 2020 at $2,975,000.

REVIEWED BY:  City Manager; City Attorney; Finance Director.

WHEREAS, the city council of the City of Covington has met and considered its budget for the calendar year 2020; and

WHEREAS, the city council held a public hearing on October 8, 2019, and heard and duly considered relevant evidence and testimony regarding an increase in property tax revenues from January 1, 2020, to December 31, 2020; and

WHEREAS, the population of the City of Covington is more than 10,000;

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

Section 1. The city council hereby establishes a regular property tax levy for 2019 for collection in 2020 in the amount of $2,975,000, which may include revenue resulting from new construction, improvements to property, newly constructed wind turbines, any increase in the value of state-assessed property, any annexations that have occurred, and refunds made in order to discharge the expected expenses and obligations of the city and in its best interest.

Section 2. This ordinance shall be in full force and effect five (5) days after proper posting and publication. A summary of this ordinance may be published in lieu of publishing the ordinance in its entirety.

Section 3. If any provision of this ordinance, or ordinance modified by it, is determined to be invalid or unenforceable for any reason, the remaining provisions of this ordinance and ordinances and/or resolutions modified by it shall remain in full force and effect.

PASSED by the City of Covington City Council at a regular meeting thereof held on the 26th day of November 2019, and signed in the authentication thereof.

Mayor Jeff Wagner

ATTESTED: PUBLISHED: November 29, 2019
SHARON SCOTT, CITY CLERK EFFECTIVE: December 4, 2019

Kathy Hardy, City Attorney
City of Covington
Estimated Property Tax
2020

2019 Levy Amount = $ 2,800,214

x 1.0% 28,002

Increase in utility value -

Plus: New Construction 68,379

Plus: Annexation Levy -

Relevy for prior year refunds 9,647

2020 Property Tax Levy $ 2,906,242

Assessed Valuation $ 2,865,911,259

2020 Estimated Levy Rate = $ 1.01407

**EXAMPLE**

<table>
<thead>
<tr>
<th>Home value</th>
<th>Tax Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>$ 362,207</td>
<td>=  $ 367</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th></th>
<th>2019</th>
<th>2020</th>
<th>% change</th>
</tr>
</thead>
<tbody>
<tr>
<td>Assessed Value</td>
<td>$ 2,735,717,870</td>
<td>$ 2,865,911,259</td>
<td>4.76%</td>
</tr>
<tr>
<td>Tax Levy</td>
<td>$ 2,800,214</td>
<td>$ 2,906,242</td>
<td>3.79%</td>
</tr>
<tr>
<td>Levy Rate</td>
<td>$ 1.02466</td>
<td>$ 1.01407</td>
<td>-1.03%</td>
</tr>
<tr>
<td>Home value</td>
<td>$ 350,000</td>
<td>$ 366,657</td>
<td>4.76%</td>
</tr>
<tr>
<td>Tax Assessment</td>
<td>$ 358.63</td>
<td>$ 371.82</td>
<td>3.68%</td>
</tr>
</tbody>
</table>
SUBJECT: PROPOSED ORDINANCE AUTHORIZING A PROPERTY TAX INCREASE IN TERMS OF BOTH DOLLARS AND PERCENTAGES, TO BE COLLECTED IN THE 2020 TAX YEAR, AS REQUIRED BY RCW 84.55.120.

ATTACHMENT(S):
1. Proposed Ordinance

EXPLANATION:
To increase the 2019 regular property tax levy to be collected in the 2020 tax year, the city council needs to adopt a separate ordinance as required by RCW 84.55.120, which states in part:

“No increase in property tax revenue, other than that resulting from the addition of new construction, increases in assessed value due to construction of electric generation wind turbine facilities classified as personal property, and improvements to property and any increase in the value of state-assessed property, may be authorized by a taxing district, other than the state, except by adoption of a separate ordinance or resolution, pursuant to notice, specifically authorizing the increase in terms of both dollars and percentage. The ordinance or resolution may cover a period of up to two years, but the ordinance shall specifically state for each year the dollar increase and percentage change in the levy from the previous year.”

The King County Assessor’s Office requires us to calculate the percent increase as follows:

\[
\begin{align*}
\text{2019 levy amount for 2020 collections} & \quad \$ \ 2,828,216 \\
\text{Subtract last year's actual levy} & \quad (2,803,171) \\
\text{Divide increased amount over last year's actual levy:} & \quad \frac{25,045}{2,803,171} = 0.89\%
\end{align*}
\]

The attached ordinance meets the requirements of RCW 84.55.120.

FISCAL IMPACT:
This ordinance states the 2019 property tax levy to be collected in 2020 will increase by 0.89%, or $25,045, pursuant to state statute.
CITY COUNCIL ACTION: ___X___ Ordinance ____Resolution ____Motion ____Other

Councilmember _____________ moves, and Councilmember _____________ seconds, to pass an ordinance, in substantial form as that attached hereto, authorizing the 2019 property tax levy for taxes to be collected in 2020, to increase by 0.89 percent (0.89%), or $25,045, pursuant to RCW 84.55.120.

REVIEWED BY: City Manager; City Attorney; Finance Director.
ORDINANCE NO. 16-2019

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COVINGTON, KING COUNTY, WASHINGTON, SPECIFICALLY AUTHORIZING A PROPERTY TAX INCREASE IN TERMS OF BOTH DOLLARS AND PERCENTAGES, TO BE COLLECTED IN THE 2020 TAX YEAR, AS PURSUANT TO RCW 84.55.120.

WHEREAS, the city council of the City of Covington has met and considered its budget for the calendar year 2020; and

WHEREAS, the city’s actual levy amount from the 2019 was $2,803,171; and

WHEREAS, the population of the city is more than 10,000;

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

Section 1. An increase in the 2019 regular property tax levy is hereby authorized for the property tax levy to be collected in the 2020 tax year. The dollar amount of the increase over the actual levy amount from 2019 shall be $25,045, which is a percentage increase of 0.89% from 2019. The increase is in addition to revenue resulting from new construction, improvements to property, newly constructed wind turbines, any increase in the value of state assessed property, any annexations that have occurred, and refunds made.

Section 2. This ordinance shall be in full force and effect five (5) days after proper posting and publication. A summary of this ordinance may be published in lieu of publishing the ordinance in its entirety.

Section 3. If any provision of this ordinance, or ordinance modified by it, is determined to be invalid or unenforceable for any reason, the remaining provisions of this ordinance and ordinances and/or resolutions modified by it shall remain in full force and effect.

PASSED by the City of Covington City Council at a regular meeting thereof held on the 26th day of November 2019 and signed in the authentication thereof.

Mayor Jeff Wagner

ATTESTED:

Sharon Scott, City Clerk

APPROVED AS TO FORM ONLY:

Kathy Hardy, City Attorney

PUBLISHED: November 29, 2019
EFFECTIVE: December 4, 2019
SUBJECT: DISCUSS OUTCOME OF NOVEMBER 2019 FIREWORKS ADVISORY VOTE

RECOMMENDED BY: Regan Bolli, City Manager

ATTACHMENT(S):

PREPARED BY: Sharon Scott, City Clerk/Executive Assistant

EXPLANATION:
At the July 9, 2019 City Council meeting there was Council consensus to add an advisory vote to the November 5, 2019 General Election to allow the citizens to vote on whether or not fireworks should be banned in the City of Covington.

At the time of preparing this agenda bill the results of the advisory vote were:

Yes: 2,679, 53.40 %
No: 2,338, 46.60 %

The current results, which should include the election certification, will be shared as a handout at the meeting.

Council may wish to discuss next steps.

ALTERNATIVES:

FISCAL IMPACT:

CITY COUNCIL ACTION: ___Ordinance ___Resolution ___Motion ____ Other

Discussion Only

REVIEWED BY: City Manager; City Attorney; Finance Director.
DISCUSSION OF FUTURE AGENDA TOPICS:

7:00 p.m., Tuesday, December 10, 2019 Regular Meeting

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

ROLL CALL/PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

PUBLIC COMMUNICATION
- Briefing from King County Metro on Changes to Covington Routes (Lauren Craig, KC Metro)

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.

NOTICE to all participants: Pursuant to state law, RCW 42.17A.555, campaigning for any ballot measure or candidate in City Hall and/or during any portion of the council meeting, including the audience comment portion of the meeting, is PROHIBITED.

APPROVE CONSENT AGENDA
C-1. Minutes: November 12, 2019 Special & Regular Meetings; November 16, 2019 Budget Workshop; and November 26, 2019 Special & Regular Meetings (Scott)
C-2. Vouchers (Parker)
C-3. Authorize City Manager to Execute an Agreement for Recycling Events for 2020 (Vondran)
C-4. Pass Ordinance Adopting a 2019 Budget Amendment (Parker)
C-5. Pass Ordinance Amending Section 3.05.020 of the Covington Municipal Code Relating to Appropriation of Petty Cash Funds (Parker)
C-6. Authorize City Manager to Execute Grant Agreement with Washington State Department of Commerce for $100,000 to Develop Form-Based Zoning Code (Estep)
C-7. Renew Contract with BERK Consulting for On-Call Planning Services (Estep)
C-8. Renew Contract with Parametrix for On-Call City Code Updates and Environmental Review (Estep)
C-9. Authorize City Manager to Execute a Contract Extension and Supplement with DCI for SR 516 and Jenkins Creek Right of Way and Execute LA Supplement #8 with WSDOT (Vondran)
C-10. Authorize City Manager to Execute a Contract Extension and Supplement with G&O for 164th Avenue SE Construction Management and Execute LA Supplement #1 with WSDOT (Vondran)

PUBLIC HEARING
1. Receive Public Testimony and Consider Ordinance Adopting Puget Sound Regional Fire Authority Capital Facilities Plan and Impact Fees (Estep and RFA Division Chief Larry Rabel)

NEW BUSINESS
2. Update 2020 Development Fee Resolution (Thompson)
3. Consider Ordinance Amending CMC 2.10.010 to Revise Salaries of Mayor and Councilmembers (Beafrere)
4. Consider Ordinance Adopting Fiscal Year 2020 Operating & Capital Budget and Implementing Fiscal Year 2020 Cost of Living Adjustment for City Employees (Parker)

FUTURE AGENDA ITEMS

COUNCIL/STAFF COMMENTS

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

EXECUTIVE SESSION

• To Review the Performance of a Public Employee Pursuant to RCW 42.30. 110(10(g)

ADJOURN

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